



AMENDED AGENDA
Queen Creek Town Council Regular Session
Community Chambers, 20727 E Civic Parkway
May 3, 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 Jim Remington, Calvary Chapel of Queen Creek
- 5. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
 - A. Star Student Recognition
 - B. Recognition of Queen Creek Robotics Team GearedUp
 - C. Volunteer Recognition Awards
 - D. Proclamation: Economic Development Week
 - E. Proclamation: Professional Municipal Clerks Week
 - F. Proclamation: Public Works Week
 - G. Proclamation: Small Business Week
 - H. Proclamation: Travel and Tourism Week

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. None.

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 19, 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. TY Lin International - Engineering Services for Roadway and Bridge Analysis: \$70,000 (Public Works)
 - 2. Motorola - Portable and Mobile Radios; and Related Software, Services, and Equipment: \$210,000 (Police)
 - 3. Rodeo Dodge (or another approved vendor based on availability) - Victim Services Vehicle for Sex/Human Trafficking Unit: \$60,000 (Police)
- C. Consideration and possible approval of Amendment #3 for the Versaterm records management contract for the addition of the Adashi Command and Control software, the CIT IA Pro software, the required interfaces, and professional services, in an amount not to exceed \$52,000 (FY23 budgeted item).
- D. Consideration and possible approval of Amendment #1 for the Intergovernmental Agreement with the City of Mesa for Dispatch services.
- E. Consideration and possible approval of the second amendment to renew the Intergovernmental Agreement between Queen Creek County Island Fire District and the Town of Queen Creek for the provision of fire protection services.
- F. Consideration and possible approval of an Intergovernmental Agreement with the Town of Gilbert for Fire Service Training in an estimated amount of \$25,000.

- G. Consideration and possible approval of an Intergovernmental Agreement with the City of Mesa for the construction of a portion of a natural gas main at the intersection of Ironwood Road and Germann Road as a part of the ASLD Infrastructure Improvements (CIP Project No. AR100) in an amount not to exceed \$900,000 and necessary budget adjustments.
- H. Consideration and possible approval of the agreement among the State of Arizona, acting through the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Town of Queen Creek for the preservation of intentionally created surplus and authorizing the Mayor, the Town Manager, the Town Clerk, and the Town Attorney to take all actions necessary to negotiate, finalize and execute the Agreement to effectuate the transaction.
- I. Consideration and possible approval of Resolution 1520-23 approving the First Amendment to the Development Agreement with Chelsea United Group, LLC for the proposed development of the Homewood Suites on the 2.43 acres located on the SWC of Ellsworth and Rittenhouse roads; and authorizing the Mayor, Town Manager, Town Attorney and Town Clerk to take all actions necessary to negotiate, finalize, execute, and implement the Amendment.
- J. Consideration and possible adoption of Ordinance 811-23, an ordinance of the Mayor and Common Council of the Town of Queen Creek, Arizona, repealing Chapter 18, Article 18-3 Alarm Systems, replacing it with a new Article 4-5 in Chapter 4, Police Department; declaring a public record; providing penalties for excessive false alarms and other violations; and repealing conflicting ordinances and resolutions.

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. None.

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. Introduction of the 2023-2028 Corporate Strategic Plan

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 action on the Town's FY 23/24 Tentative Budget of \$867.1M and Request to set the Public Hearing for May 17, 2023 for the Final Budget per requirements under Arizona State Statutes.

13. Adjournment:

I, Maria Gonzalez, do hereby certify that I caused to be posted this 2nd day of May, the Agenda for the May 3, 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

- 04/20 – East Valley Mayors’ Prayer Breakfast (Wheatley, Benning, McClure)
- 04/20 – Queen Creek Unified School District Business Partner Breakfast (Brown, Oliphant)
- 04/20 – Valley Metro Study Session & Board Meeting (Brown)
- 04/20 – PHX | East Valley Partnership Board of Directors Meeting (Brown)
- 04/21 – Banner Ironwood Medical Center National Volunteer Appreciation Event (Wheatley)
- 04/21 – Congressional Art Competition for AZ 5th District (Padilla)
- 04/22 – Positive Paths Speed Mentoring Event (Wheatley)
- 04/22 – Eagle Scout Award Ceremony (Padilla)
- 04/25 – Filming with Queen Creek Rotary (Wheatley)
- 04/25 – 2023 Gilbert State of the Town (Wheatley, Brown, McClure, Padilla)
- 04/26 – Downtown Queen Creek Art & Placemaking Plan Discussion (Brown)
- 04/26 – Maricopa Association of Governments Regional Council Meeting (Wheatley)
- 04/26 – Central Arizona Governments Regional Council Meeting (Benning)
- 04/27 – Meeting with Buchanan Davis & San Tan Valley Incorporation Committee (Wheatley, Brown)
- 04/28 – Acero Ribbon Cutting (McClure)
- 04/28-29 – Queen Creek Professional Bull Riding at HPEC (Wheatley, Brown, Benning, McClure, Oliphant, Padilla)
- 05/01 – Pecan Lake Project Tour (Wheatley)
- 05/02 – Volare Hangars Groundbreaking (Wheatley, Brown)
- 05/02 – Tour of Phoenix Mesa Gateway Airport Air Traffic Control Tower (McClure, Padilla)
- 05/02 – League of Arizona Cities and Towns Public Safety, Military Affairs and Courts Committee Meeting (Oliphant)
- 05/02 – League of Arizona Cities and Towns Transportation, Infrastructure and Public Works Committee Meeting (Martineau)
- 05/03 – League of Arizona Cities and Towns Budget, Finance & Economic Development Policy Committee Meeting (McClure)
- 05/03 – League of Arizona Cities and Towns Neighborhoods, Sustainability and Quality of Life Committee Meeting (Padilla)
- 05/03 – Filming with Pinal County on SR24 and CAP Parkway (Benning)





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 19, 2023 REGULAR SESSION MINUTES.
DATE: May 3, 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](#)



Minutes
Town Council Regular Session
Community Chambers, 20727 E. Civic Parkway
Wednesday, April 19, 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
Jeff Brown, Vice Mayor
Robin Benning, Council Member
Leah Martineau, Council Member
Bryan McClure, Council Member
Dawn Oliphant, Council Member
Travis Padilla, Council Member

3) Pledge of Allegiance:

Led by Council Member Benning.

4) Invocation/Moment of Silence:

Pastor James Washburn, Sun Valley Community Church provided the invocation.

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

5.A) Star Student Recognition

Council honored the following students for their exemplary citizenship, service and integrity and read a brief excerpt from their nominations. The students were presented with certificates and were photographed with the Mayor.

Amira Roberts - Desert Mountain Elementary School
Quinn Johnson - Schnepf Elementary School
Hayden Cockrell - Katherine Mecham Barney Elementary
Kendall Prete - Faith Mather Sossaman Elementary
Makayla Portillo - Jack Barnes Elementary

Scarlet Parker - Queen Creek Elementary
Easton Mattis - Frances Brandon Pickett Elementary School

5.B) Proclamation: National Volunteer

Mayor Wheatley read the proclamation for National Volunteer Month. She provided information about the volunteer opportunities offered by the Town and recognized those who serve the Town.

5.C) Vitalant Award


Mayor Wheatley announced that the Town received the 2022 Impact Award from Vitalant for their monthly blood drives. She said it is a community effort and thanked staff, Queen Creek Chamber of Commerce, local HOAs and schools for their support.

5.D) Introduction of Carrie Bosley, Human Resources Director

Town Manager Bruce Gardner welcomed Human Resource Director Carrie Bosley and provided a brief background of her work history and job functions.

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. Parks and Recreation Advisory Committee (April 18, 2023).

Parks and Recreation Advisory Committee Committee Chair David Dobbs presented the report. The end of season reports by the San Tan Youth Football League and the AZ Soccer Club were presented to the Committee. Staff presented updates on the Youth Sports Partnership Policy and Sport Field Rental Policy. The next meeting is scheduled for August 8, 2023.

7) Public Comments:


None.

8) Consent Agenda:

8.A) Consideration and possible approval of the April 5, 2023 Regular Session minutes.

Department: Town Clerk's Office


Staff Report 

[Minutes 04-05-23.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 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.

Department: Police


[Staff Report](#) 

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

- 8.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.

Department: Capital Improvement Projects

[Staff Report](#) 

[WA262,WA294 and WA031 Project Site Exhibit](#) 

[WSP Environmental and Infrastructure Inc. Project Order #1](#) 

- 8.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)

Department: Public Works

[Staff Report](#) 

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

MOTION: To approve the Consent Agenda.
RESULT: Approved unanimously (7-0)
MOVER: Robin Benning, Council Member
SECONDER: Bryan McClure, Council Member
AYES: Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member, Julia Wheatley, Mayor


9) Public Hearing Consent Agenda:

Mayor Wheatley opened the public hearing. There were not comments and the public hearing was closed.

9.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.

Department: Town Clerk's Office

Staff Report 

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

LGB Report.pdf 

QCPD Report 

MOTION: 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.
RESULT: Approved unanimously (7-0)
MOVER: Jeff Brown, Vice Mayor
SECONDER: Leah Martineau, Council Member
AYES: Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member, Julia Wheatley, Mayor

10) Public Hearings:

None.

11) Items for Discussion:

11.A) Presentation by Ed Bantel, Program Administrator, on services provided by the Arizona Municipal Risk and retention Pool (AMPRRP).

Town Manager Bruce Gardner introduced Ed Bantel, Arizona Municipal Retention Risk Pool (AMRRP) Program Administrator.

Mr. Bantel said he has been the AMPRRP representative for Queen Creek for the past 22 years. He said Queen Creek is one of the top five municipalities in the risk pool. He provided a brief history of the purpose of the AMRRP and the services provided. Mr. Bantel reviewed the programs that are available and how they help to control claims. He discussed member dividends and how they are dispersed. He said Queen Creek has received \$1,134,916 in dividends in the past five years.

11.B) Update and discussion on the outreach campaign for school-related impacts on police response.

Police Chief Randy Brice gave an overview of the school related services provided by the Police Department. He discussed the importance of community engagement at many levels. He reported on the statistics regarding calls for services and self initiated police activity at the schools. Chief Brice said the primary focus is threat assessment and targeted violence prevention and how to work with the schools to create a collaborative team effort.

Chief Brice provided an update on school-based programs which they are developing in collaboration with the different schools and the Town Communications Department. He said the goal is to create a tailored program for each school in time for the new school year.

Community Services Director Marnie Schubert said their first approach is to have the Police Department reach out to parents for feedback by attending PTO meetings in order to develop a custom campaign for each school. The Town will use a multi-faceted approach to deliver constant messaging on social media and various outlets to reach the public and provide an impactful message that will resonate with students.

Council discussed the gravity of the situation and supported the effort to create a program resulting in safer schools.

11.C) Presentation: MAG Superstition Vistas Transportation Planning Study Introduction.

Presentation 

Mohammed Youssef, Public Works Director introduced Hannah R. Quinsey, MAG Project Manager and Kevin Kugler, Consultant Project Manager to present on the Superstition Vistas Multimodal Transportation Planning Study.

Ms. Quinsey presented the study objectives and overviews. She outlined the study area located in in Pinal County including a portion in Queen Creek with a majority in the State Land area. She said it is an 18-month process and she outlined the steps involved in the study. Ms. Quinsey said they will establish a Technical Advisor Group which includes representatives from each city in addition to stakeholder focus groups. She said Mr. Youssef is the Queen Creek representative. Ms. Quinsey discussed the timeline for stakeholder interviews and elected official briefings which will be held to seek input on the draft plan.

Council commented on the large area included in the study and the future needs for the area including the different modes of transportation.

11.D) Queen Creek Mobility Options and Connectivity Feasibility Study.

Presentation 

Town Manager Bruce Gardner said the Town of Queen Creek Mobility Options and Connectivity Feasibility Study is funded by Town's Local Transportation Assistance Funds (LTAF), transferred to MAG for eligible expenditures on behalf of the Town.

Mohammed Youssef, Public Works Director presented details on the study including innovative ways for connectivity for residents including e-bikes, ride sharing and new technology pilot programs. He said there will be public outreach and stakeholder engagement and results of the study will be presented to Council at a later meeting.


12) Final Action:

12.A) Consideration and possible approval of Resolution 1519-23, a multidimensional performance, and activity-based School Resource Officer Funding Policy/Procedure.

Department: Police

Staff Report 

Procedure 41.30 - School Resource Program Funding_.pdf 

4893-6504-0988 v4 2023 SRO Policy Resolution_.pdf 

Police Chief Randy Brice provided an overview regarding policy on School Resource Funding. He addressed the four major roles of the School Resource Officer (SRO). He highlighted the purpose and goals of the program and said data points will be gathered to determine placement of a SRO. He said each school site will be different and he discussed indicators in which an officer might be deployed. He noted that all school sites within Town may be considered based on a demonstrated need. Chief Brice discussed the fiscal impact and cost sharing for the Town and the school and said costs will be based on whether the school site meets the required conditions.

Council discussed funding, flexibility if needs change from year to year, cost sharing and opportunities for grant money if they become available. Council supported the program to promote school safety.


MOTION: To approve Resolution 1519-23, a multidimensional performance, and activity-based School Resource Officer Funding Policy/Procedure.
RESULT: Approved unanimously (7-0)
MOVER: Robin Benning, Council Member
SECONDER: Leah Martineau, Council Member
AYES: Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member, Julia Wheatley, Mayor

- 12.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.

Department: Utilities

Staff Report 

Ordinance 809-23 

Queen Creek Water Resource Management Strategy Report 

Utilities Director Paul Gardner addressed current issues regarding water costs and how to set a base for water resource management for large volume non-residential water users. He said the proposed changes will ensure that there is sufficient water supply for commercial and industrial water users before they connect to Queen Creek's water system. He discussed the different tiers of water users and outlined the options that water users can choose in regards to cost recovery options.


MOTION: 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.
RESULT: Approved unanimously (7-0)
MOVER: Bryan McClure, Council Member
SECONDER: Dawn Oliphant, Council Member
AYES: Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member, Julia Wheatley, Mayor

- 12.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.


Department: Capital Improvement Projects

Staff Report 


Delegation Resolution Amendment Frontier Family Park and Mansel Carter Oasis Park Staff Report 

P0625 Project Site Exhibit 

Amendment #2 Delegation Resolution #1488-22-Exhibit 1 

Amendment #2 Delegation Resolution #1466-22-Exhibit 1 

Amendment #1 Delegation Resolution #1501-22-Exhibit 1 

Parks Master Plan, Phase 1 Presentation 

Finance Director Scott McCarty discussed the proposal by the Budget Committee to increase funding for Phase I of the Parks Master Plan in the amount of \$27.7M due to inflation costs since December 2021. He said the second item pertains to funding options for the increase if approved. Mr. McCarty explained that the decision regarding the shortfall is time sensitive in order to keep on schedule and must be communicated to project contractors by April 30.

Mr. McCarty discussed the adopted parks level of service adopted in the Parks Master Plan and demonstrated how the Town is deficient in meeting this goal in regards to the Town's population growth. He provided an overview of facilities to be built in Phase I and the funding costs increases since approval by Council in December 2021.

Adam Robinson presented the features to be built in Mansel Carter Oasis Park Phase II, Frontier Family Park and the Recreation Center/Aquatic Center. He discussed the cost cutting measures that were made for each facility in regards to material and design, while keeping the planned amenities the same and building a visually attractive and efficient end product. He concluded with a timeline of completion dates for each project.

Mr. McCarty explained the funding sources for the \$27.7 shortfall which was driven by record inflation. He explained the objectives of issuing debt and intergenerational equity which shares costs with existing and new residents. He said this will allow for flexibility if the final costs come in at a lower amount. Mr. McCarty said there is also an option to use excess operating budget reserves and the debt issue options can be decided at a later date if the \$27.7M shortfall is approved.

Council discussed the quality of life for residents in regards to parks and keeping up with levels of service. They discussed the unfortunate economic environment with inflation and cost increases. Council appreciated cost reduction measures taken by staff and commented that now is the time to commit to parks, additional ball parks and practice

fields and necessary shade structures.

Council Member Martineau and Council Member Padilla were opposed to the supplemental funding for parks.

MOTION: To approve \$27.7 million in parks supplemental funding to fund Phase 1 of the Parks Master Plan as recommended by the Budget Committee.
RESULT: Approved (5-2)
MOVER: Jeff Brown, Vice Mayor
SECONDER: Robin Benning, Council Member
AYES: Jeff Brown, Vice Mayor, Robin Benning, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Julia Wheatley, Mayor
NAYS: Leah Martineau, Council Member, Travis Padilla, Council Member

MOTION: To approve 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.
RESULT: Approved (5-2)
MOVER: Jeff Brown, Vice Mayor
SECONDER: Dawn Oliphant, Council Member
AYES: Jeff Brown, Vice Mayor, Robin Benning, Council Member, Bryan McClure, Council Member, Dawn Oliphant, Council Member, Julia Wheatley, Mayor
NAYS: Leah Martineau, Council Member, Travis Padilla, Council Member

13) Adjournment:

The Council reconvened to Executive Session at 9:15 p.m. The Regular Session reconvened and adjourned at 10:34 p.m.

TOWN OF QUEEN CREEK

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 19, 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: May 3, 2023

Suggested Action:

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

Discussion:

The following items being requested are:

1. TY Lin International - Engineering Services for Roadway and Bridge Analysis: \$70,000 (Public Works)
2. Motorola - Portable and Mobile Radios; and Related Software, Services, and Equipment: \$210,000 (Police)
3. Rodeo Dodge (or another approved vendor based on availability) - Victim Services Vehicle for Sex/Human Trafficking Unit: \$60,000 (Police)

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditure is: \$340,000. Funds have been identified within the line item budget as approved in the FY22/23 budget or subsequently approved by Council.

Attachment(s):

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

**Attachment: Expenditures \$25,000 and Over Amended
Budgeted in Fiscal Year 22/23
May 3, 2023**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	TYLin International	Engineering Services for Roadway and Bridge Analysis	Contract spending authority for Roadway and Bridge Analysis on an as needed basis (FY23 Budgeted Item)	Public Works	\$70,000	Town Contract 2022-020	Council could choose not to approve the expenditure request, however, this would result in the department possibly not being able to proceed with the project or possibly having the department go out to bid for the services and therefore delay the project.
2	Motorola	Portable and Mobile Radios; and Related Software, Services, and Equipment	Contract spending authority for the purchase of portable and mobile vehicle radios and related software, services, and equipment for the Police department. This equipment is needed to adequately serve the community, the first responder, and the dispatch center to communicate effectively. Equipment includes 6 mobile radios, 3 mobile (motorcycle) radios, 10 portable radios, 1 command/covert mobile radio, and all related accessories.	Police	\$210,000	State of Arizona Contract #CTR046830	Council could choose not to approve the purchase of this equipment. However, the police department would not have the resources necessary to properly manage day-to-day operations, investigations, call-for-service, and other police matters. This would substantially increase liability, significantly reduce officer safety, and limit our capacity to serve the community.
3	Rodeo Dodge or other approved vendor based on availability	Victim Services vehicle for Sex/Human Trafficking Unit	Spending authority for FY23 for the purchase of a new vehicle (mini-van) that will be used to transport victims of human/sex trafficking to various locations for evidence gathering, interviews, and other investigative actions. This vehicle will also be available for investigations, surveillance, and victim recovery on human/sex trafficking cases. This purchase is grant funded.	Police	\$60,000	Single Source	Council could choose not to approve the purchase of this vehicle. However, the police department would not have the resources necessary to transport victims of human/sex trafficking for evidence gathering, interviews, and other investigative actions. This would limit our capacity to serve the community.



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 APPROVAL OF AMENDMENT #3 FOR THE VERSATERM RECORDS MANAGEMENT CONTRACT FOR THE ADDITION OF THE ADASHI COMMAND AND CONTROL SOFTWARE, THE CIT IA PRO SOFTWARE, THE REQUIRED INTERFACES, AND PROFESSIONAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$52,000 (FY23 BUDGETED ITEM).

DATE: May 3, 2023

Suggested Action:

Staff is recommending approval of Amendment #3, for the Versaterm records management contract for the addition of the Adashi Command and Control software, the CIT IA Pro software, the required interfaces, and professional services, in an amount not to exceed \$52,000 (FY23 budgeted item).

Relevant Council Goal(s):

1. Safe Community (Public Safety)
2. Superior Infrastructure (Technology)

Discussion:

The need for good record-keeping and information-sharing practices has taken on added significance in today's environment. Not only do good records provide crucial internal information (i.e., business operations, case management support, official records, etc.), law enforcement agencies now need to communicate agency-to-agency and across continents in order to protect residents. Nothing is more important to accomplishing that mission than having accessibility to accurate and timely records. Calls for service records, investigative details, arrests, criminal identification, detention, and even civil records hold information that by themselves mean little; however, when pieced together with information from other partners, the result can help with all levels of investigations and aid in safeguarding the community. In order to meet this critical need, the Queen Creek Police Department has obtained specific application and software services necessary to establish a Records Management System (RMS), a field-based report writing interface, and critical computer aided dispatch services.

To date, we have been operating this platform successfully for more than a year. However, we have identified a critical need to add two additional components. These applications and services will continue to support our overall operations and the increased workload we are currently experiencing.

Adashi Command & Control (C&C) Software

Adashi C&C is a complete incident management platform designed to help commanders handle everyday incidents and large-scale disasters. The software provides commanders with enhanced situational awareness, improved interoperability, and detailed accountability tracking to manage incidents effectively and prevent critical failures. The platform provides:

Real Time Collaboration: Use annotation to share a single encompassing view of the incident with other connected users.

- Map-based Management: Choose from ESRI layers, Google, Bing, Pictometry, and Navteq maps for real time situational awareness.
- CAD & RMS Integration: Transfers data automatically or on demand, eliminating redundant data entry and ensuring accuracy.
- Incident Action Plan: Use of an electronic tactical worksheet to develop a detailed Incident Action Plan and assign resources directly onto the map.
- Benchmarks and Checklists: Customizable benchmarks and checklists are available throughout the system. All activities are time stamped and recorded in the log.
- NIMS-Based Command: When an incident is initiated, a flexible incident command org chart allows you to drag and drop your resources to groups and assignments as defined in NIMS. Organizational charts expand as the incident progresses. Maintain critical span of control at each level with ease.
- Pre-plans – Access and view pre-plan data and documents such as building plans, response plans, hydrants, hazards, and photographs. These pre-defined items of interest will appear automatically when the associated address or selected perimeter is chosen by you or your CAD. Annotate the pre-plan with crew entry points, icons, tasks, and responsibilities. Use this capability to draw boundaries, define zones of approach, identify objectives, notate hazards or define cordon zones, staging areas and more.
- All-Hazards Database Management: Add and modify hazard categories, types and descriptions as needed to fit your organization’s specific needs. Add guidance, SOGs, local response plans and other critical data to specific incident types. Use the pre-loaded repository of CAMEO/ALOHA hazard data, identification, and reference tools. Populate your maps with automated airborne hazard prediction and map visualization of hot/warm zones, isolation distances, and evacuation areas based on real-time weather
- Resource Management and Tracking: Full AVL (Automatic Vehicle Location) allows incident commanders to see, communicate and re-route units in real time. Resources in the field instantly receive a pop-up notification of messages and the new assignment. Easily drag and drop roles and resources on the map to reflect either their current or planned location and include messages with their new assignments.
- Electronic Drawing board – Draw and drag icons on the map to mark boundaries, define zones of approach, identify objectives, notate hazards or define cordon zones, staging areas, and more. Draw on maps, photographs, preplans and other media. Share your strategy with all connected resources.

CIT IA Pro software

The IA Pro software solution is a set of specialized applications designed to support Professional Standards, front-line uniform, and supervisory elements of the organization. This solution is fully integrated and is designed to work together, with each supporting the specialized needs of their respective user-bases.

- “BlueTeam” is one component of the suite that is designed to support patrol, command and supervisory staff on the front-lines. This web-enabled application, enables complaints, uses-of-force, vehicle accidents and pursuits to be entered and managed by field personnel in a straightforward fashion with minimal training. BlueTeam greatly streamlines intake and assessment of information from the field, while eliminating significant data entry workload within the professional standards or internal affairs unit running IAPro.
- “EIPro” is the second component of the suite and provides front-line supervisory and command staff a portal that surfaces detailed contents of incidents housed in IAPro and BlueTeam.

Designed with usability in mind, EIPro enables supervisors to efficiently familiarize themselves with the incident involvements of employees under their purview on any web-enabled device. This Early Intervention solution emphasizes and highlights employees by performing peer group analysis to determine who may require closer observation.

- “IAPro” is the capstone of the suite and provides a robust management system for any complaints or incidents that must be investigated by professional standards, supervisors, or command staff.

The suite also provides:

- Case Management
- Caseload summary with drill-down capability
- Automatic reminders
- Link Files of any Type
- Advanced Statistical and Detail Reporting
- Advanced ad-hoc report platform, charting, and query builder
- Automated Correspondence and Forms
- Access and Security Controls

Fiscal Impact:

The total FY 2022/23 cost to execute this amendment with Versaterm is \$52,000, of which \$47,000 will be an annually recurring expense. The term of the first year will be from May 2023 through June 2024. Funding is available in the Police operating budget to cover this change order request.

Alternatives:

1. The Town Council could choose not to approve this expenditure. However, the police department would not have the resources necessary to properly manage day-to-day operations and other police matters. This would substantially increase liability and limit our capacity to serve the community.
2. The Town Council could direct staff to search for another vendor/manufacturer through an existing cooperative or a new Request for Purchase (RFP). However, this action would result in implementation delays and additional costs. The use of other vendors/manufacturers may also lead to less functionality, and significant problems with existing interfaces.

Attachment(s):

1. [230424 Queen Creek Amendment 3 to Agreement No. 2020-130 re Adashi & Iapro_Final.pdf](#)

Versaterm Public Safety Inc. & Town of Queen Creek
Amendment 3 to SaaS Agreement #2020-130

TOWN OF QUEEN CREEK
AMENDMENT #3 TO AGREEMENT NUMBER 2020-130

This Amendment 3 to Agreement No. 2020-130 is made and entered into effective as [REDACTED], 2023 (the “Effective Date”), by and between the **Town of Queen Creek**, Arizona, an Arizona municipal corporation (“Town”), and **Versaterm Public Safety Inc.**, a British Columbia corporation (“Versaterm”), each a “Party” and collectively the “Parties”.

RECITALS:

WHEREAS the Parties have entered into an Agreement numbered 2020-130 and dated December 2, 2020, as amended by Amendment 1 dated September 15, 2021 and Amendment 2, dated February 7, 2022 (collectively, the “Agreement”) with respect to, among other things, the purchase of the subscription-as-a-service (SaaS) of Versaterm’s Records Management System (vRMS) on the Versaterm vCloud; and

WHEREAS Town now desires to purchase the Adashi System LLC (“Adashi”) C&C Licenses and CI Technologies, Ltd. (“CIT”) Licenses; and

WHEREAS Versaterm has represented that it has the capacity and is authorized and willing to supply the aforementioned on the terms set out in this Amendment;

NOW THEREFORE in consideration to of the mutual covenants herein contained, the Parties agree to amend the Agreement as follows:

1. Annex A (“List of Licensed Programs” of Exhibit A (“License Terms”) is hereby amended to add the following “Adashi Licenses” and “CIT Licenses”:

ADASHI SYSTEMS LICENSES

C&C licenses – 5-9 units

CI TECHNOLOGIES LICENSES

IAPro Professional Standards Software – Unlimited-use Site License, unlimited number of users, unlimited number of workstations

BlueTeam Field Support Services Software – Unlimited-use Site Licenses, unlimited number of users, unlimited number of workstations


Versaterm Public Safety Inc. & Town of Queen Creek
Amendment 3 to SaaS Agreement #2020-130

2. **Fees.** Exhibit C “Price and Payment Terms” of the Agreement is hereby amended to add the terms in the attached Exhibit C to this Amendment 3.
3. **Support and Maintenance.** Adashi shall provide the support and maintenance of the Adashi Licenses pursuant to the Adashi Annual Service Level Agreement for Regular Support, attached hereto as Schedule A. CIT shall provide the support and maintenance of the CIT Licenses pursuant to the CIT Annual Service Level Agreement, attached hereto as Schedule B.
4. Other than the Exhibits explicitly referenced in this Amendment, no other Exhibits of the Agreement or the Mesa Co-operative Agreement shall apply to the Adashi Licenses and the CIT Licenses.
5. CIT and Adashi employees shall not be subject to CJIS background screening pursuant to Section 4 of the Agreement.
6. Section 9.2 “Limitation of Damages” of the Agreement is hereby deleted in its entirety and replaced with the following:

9.2 LIMITATION OF DAMAGES. VERSATERM’S MAXIMUM LIABILITY ARISING OUT OF RELATING TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO VERSATERM BY THE CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES FOR THE SPECIFIC VERSATERM CAD RMS CASE SERVICE, ADASHI, OR CI TECHNOLOGIES COMPONENT GIVING RISE TO THE CLAIM.

7. Where there is a conflict between this Amendment 3 and the Agreement, then the terms of this Amendment 3 shall prevail to the extent of such conflict. All other terms and conditions of the Agreement shall remain in full force and effect.

FOR VERSATERM:

Authorized By:  Title: COO Date: April 24, 2023

Authorized By:  Title: VP Finance and Admin Date: April 24, 2023

FOR THE TOWN:

Authorized By: _____ Title: _____ Date: _____

Authorized By: _____ Title: _____ Date: _____

EXHIBIT C:

PRICE AND PAYMENT TERMS

Versaterm Inc. & Town of Queen Creek
SaaS Agreement # 2020-130

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2. Fees Schedule for Onboarding Services 3

3. Payment Schedule for OnBoarding Services 3

4. Fees Schedule for SaaS Services 4

Versaterm Inc. & Town of Queen Creek
SaaS Agreement # 2020-130

1. PRICING AND PAYMENT

Versaterm shall be paid based on the fee schedules in this amended portion of this Exhibit.

2. FEES FOR ONBOARDING SERVICES

The following project onboarding costs apply to the on-boarding phases of the IAPro and Command & Control (C&C) projects and relates to the Implementation (Configuration/Training) tasks described in Schedules A & B below.

IAPro and C&C Project Onboarding Project Costs	
Onboarding/Implementation Services	Amount
CI Technologies (IAPro Software)	\$ 4,000
Adashi (C&C Software)	\$ 550
Total Services	\$ 4,550

The total amended amount payable for all Onboarding Services = **\$958,148**

3. PAYMENT SCHEDULE FOR ONBOARDING SERVICES

The following payment schedule applies to the on-boarding phases of the IAPro and Command & Control (C&C) projects and relates to the Implementation (Configuration/Training) tasks described in Schedules A & B included in this Amendment.

Payment #	Payment Schedule	Percentage	Payment
7	CI Technologies (IAPro) Production Go Live*	100%	\$4,000
8	Adashi (C&C) Production Go Live*	100%	\$550
	Total Payments	100%	\$4,550

The total amended amount payable for the combined Contract Execution milestones = **\$958,148**

*Payments 7 and 8 are self-contained efforts and payments will be due in full upon completion.

4. FEES SCHEDULE FOR SAAS SERVICES

OTHER VERSATERM COMPONENTS

Versaterm Inc. & Town of Queen Creek
SaaS Agreement # 2020-130

- 4.1 **Adashi Licenses.** During the Production Period, the annual subscription fee for the Adashi C&C software licenses, which consists of licensing for 5-9 units, cloud hosting and managed services, and integration services, shall be \$21,395.
- 4.2 **CIT Licenses.** During the Production Period, the annual subscription fee for the CIT IAPro and BlueTeam licenses shall be \$14,200.
- 4.3 Increases in annual subscription fees for the Subscription Renewal Terms from FY 23-24 to FY 25-26 for non-RMS Versaterm components shall not exceed 4% over the previous annual subscription fee.

ALL COMPONENTS

- 4.4 Subsequent Subscription Renewal Terms following FY 25-26 shall be subject to increases in annual subscription fees not to exceed CPI + 4% over the previous annual subscription fee.



SCHEDULE A

Company Information

Adashi Systems, LLC
 101 N. Haven Street, Suite 301
 Baltimore, MD 21224
Phone: 1.877.563.9980, Ext. 1
Sales: sales@adashi.com

Quote Number 00000776
 Net Terms Net 30
 Expiration Date 2023-04-30

Customer Information

Account Name Queen Creek Police Department (AZ)
 Bill To 22358 S. Ellsworth Road
 Queen Creek AZ 85142-9311
 USA

Product	Quantity	Sales Price	Total Price
Adashi C&C units: 5 - 9	7.00	USD 1,985.00	USD 13,895.00
Adashi Cloud Hosting Deploy and Managed Services	1.00	USD 5,000.00	USD 5,000.00
Integration Service	1.00	USD 2,500.00	USD 2,500.00
Training Online C&C : per user	10.00	USD 55.00	USD 550.00

Totals

Invoicing Notes: Thank you for your interest in Adashi Systems. We look forward to working with you.	Subtotal	USD 21,945.00
	Discount	0.00%
	Total Price	USD 21,945.00

Quote Acceptance

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

ADASHI ANNUAL SERVICE LEVEL AGREEMENT For REGULAR Support

The purpose of this service level agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer by Adashi while a service level agreement (SLA) is in place. Customer purchase of a support and maintenance agreement with Adashi constitutes the SLA implementation for the duration of the support and maintenance agreement period. The agreement is broken into the following eight sections:

- Level 1 Help Desk Services
- Level 2 Help Desk Services
- Reporting
- Updates and New Releases
- Acceptance Testing and Ongoing Maintenance
- Defect Tracking
- Service levels and response time
- Out of Scope Support

Level 1 Help Desk Services

Adashi will provide telephone/online support of the Licensed Works in the form of:

- Identification of "Level 1" support issues in the use of the Licensed Works;
- Resolution of "Level 1" support issues;
- The use and support of the Licensed Works.

Level 1 support issues are defined as any technical support request that meets one of the following requirements:

1. The issue is not caused by non-Adashi software.
2. The issue can be resolved through configuration accessible to Adashi.
3. The issue can be resolved by executing one or more of a list of basic solution steps supplied and maintained by Adashi.

Level 2 Help Desk Services

Adashi will provide telephone/online support of the Licensed Software in the form of counsel and advice on:

- identification of "Level 2" support issues in use of the Licensed Works;
- identification of Defects;
- the resolution of Defects; and
- the use and support of the Licensed Software,

Level 2 support issues are defined as any technical support request that meets all of the following requirements:

1. The issue is a functional defect in the operation and/or quality of service of the Adashi's software.
2. The issue has been determined, to the best of the Level 1 technical support team ability, to be caused by Adashi's software.
3. The issue is not the result of an upgrade to non-Adashi software.
4. The issue is within scope of the Adashi's software agreed upon capabilities and requirements.
5. The issue cannot be resolved by the Level 1's execution of a list of solution steps supplied and maintained by Adashi.

Adashi will correct issues when possible using remote access and diagnosis where appropriate.

Reporting

All support calls will be registered and documented in Adashi's technical support ticketing website: <http://adashi.zendesk.com>. Adashi will assign a priority level to each issue reasonably determined in accordance with the priority definitions set out in Service Levels below.

Updates and New Releases

Adashi will provide Updates and New Releases in relation to the Licensed Works to Customer. Updates and New Releases may be provided by Adashi either as part of a maintenance release that resolves defects or as a functional improvement to the software as part of Adashi's normal development roadmap for the product.

Acceptance Testing and Ongoing Maintenance

Adashi will take the following actions to identify potential Defects in the Licensed Works:

- conducting reviews of the performance of the Licensed Works;
- conducting remote monitoring of the Licensed Works;
- conducting preventative maintenance of the Licensed Works on an as needed basis; and
- release a minimum of one New Release of the Licensed Works each year to address any Defects or other issues.

If a Defect or potential Defect is found as a result of carrying out the preventative maintenance actions, Adashi must rectify the Defect or potential Defect in accordance with the Service Levels.

Each release of the Licensed Works, including each Update and New Release (including any release to rectify Defects), will only be released to Customer following successful completion of acceptance testing:

Each release of the Licensed Works must undergo formal factory acceptance testing by the Adashi prior to providing the release to the Customer. As part of this factory acceptance testing, Adashi must conduct a round of Acceptance Tests in an appropriate emulation of Customer's environment to ensure that the Licensed Works operates in accordance with the agreed upon specifications.

Defect Tracking

Adashi will provide a collaborative environment intended to keep an audit trail of all Defects and fixes which have arisen and/or been implemented during the term of the Software Maintenance and Support Services. Adashi will be responsible for maintaining the audit trail, both adding and maintaining documentation for each defect as it arises and all through the resolution process.

Service Levels and Response Time

The "Resolution Time" set out in **Error! Reference source not found.** below is measured from: the time of the relevant call for "CRITICAL" or "MAJOR" Defects, or call, email or website support entry of "MINOR" or "ENHANCEMENT" Defects from the Customer to Adashi; to the time Adashi resolves the Defect, provided that resolution is accepted by the Customer (not to be unreasonably withheld or delayed).

If the Defect is caused by software, networking or hardware not provided or supported by Adashi, Adashi must immediately notify the Customer who notified Adashi of the Defect. The "Resolution Time" will stop at that point. Adashi will provide all information derived from the trouble shooting process to the Customer regarding Adashi's view that the fault or problem was external to the Licensed Software. In addition, "Resolution Time" will stop for the following "Stop Clock Conditions:"

- o Periods when a restoration or testing effort is delayed at the specific request of Customer. The Stop Clock condition shall exist during the period Adashi was delayed, provided that reasonable and documented efforts are made to contact the Customer during the applicable Stop Clock period.
- o Time after a service has been restored, but Customer requests ticket be kept open for observation. If the service is later determined by Customer to not have been restored, the Stop Clock shall continue until the time Customer notifies Adashi that the Service has not been restored.
- o Time after a service has been restored, but Customer is not available to verify that the service is working. If the service is later determined by Customer to not have been restored, the Stop Clock shall apply only for the time period between Adashi's reasonable attempt to notify Customer that Adashi believes the service has been restored and the time Customer notifies Adashi that the service has not been restored.
- o Restoration cannot be achieved because the problem has been isolated to hardware or software that is not maintained by Adashi, or any of its subsidiaries, subcontractors, or affiliates.
- o Any problem or delay to the extent caused by Customer's staff that prevents or delays Adashi's resolution of the problem. In such event, Adashi shall make a reasonable request to Customer's staff to correct the problem or delay.
- o Failure of the trouble ticket originator or responsible party to return a call or email from Adashi's technician for on-line close-out of trouble tickets after the service has been restored as long as Adashi can provide documentation substantiating message from Adashi's technician.
- o An outage directly related to any properly performed scheduled maintenance or upgrade. Any such stop clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs will apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be considered a stop clock condition.
- o Any problem or delay caused by a third party not under the control of Adashi, not reasonably preventable by Adashi. Adashi's affiliates, subsidiaries, or subcontractors shall be deemed to be under the control of Adashi with respect to services and software provided under this agreement.

"% of Defect resolved within the Resolution Time" is defined as the solutions efficacy in percentage of affected users at solving the defect within the resolution time. For example, if a defect that affected 20 users were to be solved within the resolution time with a quick patch but two users still had unresolved issues, 90% of the defect would be considered resolved. Adashi would still be responsible for providing a 100% solution to the defect, however the more permanent solution may require significant development and testing time inconsistent with the agreed upon resolution time.

The Service Levels applicable to the Software Support Services are as follows:

Priority of Defect	Priority	Notification Method	Resolution Time	% of Defect resolved within the "Resolution Time"
CRITICAL	1	Phone call	Same Business Day.	90%
MAJOR	2	Phone call	By end of next Business Day.	80%
MINOR	3	Email or Website support entry	By next Upgrade or New Release (whichever is earlier)	75%
ENHANCEMENT	4	Email or Website support entry	By next New Release at least one quarter year from report.	75%

Table 1: Service Level Priorities as related to Defect and Response/Resolution Times

Priority Definitions -

CRITICAL:

- The system functionality of any Licensed Works is 100% unavailable;
- Interruption making a critical functionality inaccessible causing a severe impact on system availability. No acceptable workaround is available; or
- 50% or more of customer's employees are unable to properly connect and use the Software.

MAJOR:

- Significant degradation of any Licensed Works;
- Licensed Works operates at some level, however proper workflow is not possible;
- Critical functionality is interrupted, degraded or unusable, having a severe impact on availability of the Licensed Works. No acceptable alternative is possible; or
- Between 25% to 50% of customer's employees are unable to properly connect and use the Software.

MINOR:

- Licensed Software operates but workflow is strongly impacted;
- Non critical function or procedure is unusable or hard to use or is having an operational impact, but with no direct impact on services availability. A workaround is available; or
- Up to 25% of customer's employees are unable to properly connect and use the Software.

ENHANCEMENT:

- Minor problem that can be worked around. Does not significantly interrupt workflow.

Out of Scope Support

The following requests are considered out of scope for support and may incur a change order with additional cost at the discretion of Adashi. Examples of out of scope support include: after hours support (for Regular Support Agreement only), onsite upgrade activity, customer led server migrations, customer hardware replacement support, extended customer system testing, customer initiated system reconfiguration that requires significant workflow, configuration or system modification by Adashi support, support for extended networking, antivirus or malware related upgrades or issues, upgrading of related systems (CAD, RMS, etc) that may impact the operation of Adashi Systems solutions and other activity that exceeds the scope of routine application support.

SCHEDULE B

THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

March 22, 2023

Chief Randy Brice
 Queen Creek Police Department
 20727 E Civic Pkwy
 Queen Creek, AZ 85142
 Email: randy.brice@queencreekaz.gov
 Off: 480-358-3535

Chief Brice,

Thank you for your interest in our IAPro software for use by the Queen Creek Police Department. I have prepared the below price quote covering costs with implementing IAPro and optional Blue Team software at your agency.

I would be glad to answer any questions you may have on this proposal.

IAPro Price Quote

IAPro	<u>Subscription costs</u>
IAPro Professional Standards software includes: <ul style="list-style-type: none"> • Unlimited-use Site License • Unlimited number of users • Unlimited number of workstations • Pre-Load of employee information • Cloud Based Installation 	\$ 4,500.00
2 Days On-Site <ul style="list-style-type: none"> • IAPro User training • System Configuration with core users 	\$ 3,000.00
Travel Expenses for Trainer	\$ 500.00
Total for IAPro Software and Services	\$ 8,000.00



THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

<u>BlueTeam</u>	
BlueTeam Field Support Services Software <ul style="list-style-type: none"> • Unlimited-use Site License • Unlimited number of users • Unlimited number of workstations • Cloud Based - Installation 	\$ 4,500.00
1 Day On-Site BlueTeam training (In conjunction with IAPro training)	\$ 1,500.00
Travel Expenses for Trainer	\$ 500.00
Total with IAPro and Optional Blue Team	\$ 14,500.00

Cloud Services	
Cloud Hosting with initial storage limit of 500GB	\$ 5,200.00
Additional Storage can be purchased. Contact CI Technologies for pricing.	
Project Discount	\$ 1,500.00
Total Project	\$ 18,200.00

Annual Subscription Costs Commencing the 2 nd Year of Ownership	
IAPro	\$ 4,500.00
BlueTeam	\$ 4,500.00
Cloud Hosting Services	\$ 5,200.00
Subscription Totals	\$ 14,200.00

Officer Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPro database, prior to installing IAPro at your agency. This is a one-time service offered at no additional cost.



THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

Annual Maintenance

The agency's annual maintenance cycle will commence when the system is in production use.

Annual subscription includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual subscription also includes all new versions of the IAPRO and Blue Team software.

Important Note

The purchase of the IAPRO and Blue Team system does not include hardware.

Employee Preload

CI Technologies offers a free service whereby we will import your employee information into the IAPRO database, prior to installing IAPRO for your agency. This is a one-time service offered at no additional cost.

Training

IAPRO training is conducted by an IAPRO training specialists. Each IAPRO training specialist is a current or former law enforcement professional with extensive investigative experience.

IAPRO training is heavily oriented towards hands-on usage. It is strongly recommended that there be one trainee per training workstation. An LCD projector or similar device is also needed for training.

Considerations Regarding our Solution

Four aspects of our solution are distinctive and set us apart from our competitors. They are:

Unlimited use licensing - there are no additional or hidden additional licensing costs: IAPRO pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel - especially supervisors - is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.



THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

Unlimited use licensing - there are no additional or hidden additional licensing costs: IAPro pricing is for unlimited use licensing in terms of both the number of users that can run the software concurrently, and the number of workstations the applications can be run on. Our pricing model ensures maximum flexibility for the customer, with all licensing costs paid at point of initial purchase. The customers will never have to purchase additional licensing based on increased or unforeseen future usage requirements. This is important since the participation of front-line personnel - especially supervisors - is crucial in upholding the integrity of the organization, and to constrain their use of the software would greatly limit, if not cripple, its effectiveness.

A three-day annual user's conference is offered to our customers: Each year since 2004, CI Technologies has hosted an Annual Users Conference for our IAPro customers. Our most recent conference saw over 600 attendees. Each conference consists of a multitrack format that, includes tracks for beginner-level users, advanced users, and users with specialized interests such as designing early intervention programs.

These conferences are a key part of the support services offered to our customers, and meet the following needs:

- Training of new customer staff based on turnover - Inevitably over time our customers will experience turnover in staff, which requires that training be available on an ongoing basis.
- Advanced training - Many customers benefit from advanced training, especially in-depth coverage of features found in new releases of the software.
- Networking with peers - In order to share ideas and approaches to utilizing our software.
- Providing feedback directly to the vendor's staff - The opportunity to provide feedback and suggestions directly to our staff is highly valuable to both our customers and our company. This ensures that we have up-to-date information on how best to improve our software and services.

Our Growing Customer Base: Over 950 public safety agencies in the US, Canada, Australia and New Zealand currently run IAPro and IAPro with BlueTeam. These agencies range in size from major to one-person IA Units in smaller departments. The size of our customer base reflects our leading position in the Professional Standards software marketplace.



THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

Purchase Orders

Training and installation are scheduled on a first-come-first-served basis. Please email your purchase order to your sales representative and AR1@ci-technologies.com

This price quote will remain in-effect through August 31, 2023. Please call or email if you need additional information or have any questions. Thank you again for your interest and consideration!

Best Regards,

A handwritten signature in blue ink that reads 'Tim Welter'.

Timothy Welter

twelter@iapro.com

Off: 1.800.620.8504 x728

Schedule B - Provision of Technical Support Services

While the annual maintenance agreement is in-effect, CI Technologies will provide technical support to Customer as follows:

Availability: Via our 1-800 number and personal cell phones during normal working hours. Also, e-mail for lower priority issues. We typically make ourselves available after working hours if a high priority problem is pending.

Two hours is our typical response time to medium and high priority calls. We typically respond to call or e-mails related to training or usage issues within 24 hours.

The following escalation procedures will be employed to insure an appropriate response to any interruption of service in order to minimize downtime. Problems are addressed quickly during the hours of 8:00am and 6:00pm EST Monday through Friday excluding Holidays and weekends.

General problem reporting and resolution procedures

When a problem is encountered during regular business hours, the following steps will be preformed:

Customer users will ideally first contact the IAPro designated coordinator of Customer. This will probably be a person in either the IA or IT areas who is most familiar with IAPro.

(Please note: Users are also welcome to call CI Technologies directly, but including the IAPro designated coordinator in problem resolution is desired.)

If the problem seems to require assistance from CI Technologies, they will be contacted at this point. Otherwise, the Customer IAPro designated coordinator will attempt to correct the problems. The IAPro designated coordinator will verify network connects, resolve printer problems and any desktop issues associated with using IAPro.

If internal City resources are unable to determine the cause of the failure, the IAPro designated coordinator will contact CI Technologies. CI technologies will be notified through E-Mail and via phone.

CI Technologies resources will work with the Customer to diagnose the problem. After investigating the issue, CI Technologies and the Customer will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	IT
Desktop Hardware Problem	IT
Network Communication	IT
Isolated Workstation Issue	IT
Database Performance/storage	CI Technologies
Application or software related	CI Technologies

Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced. CI Technologies is responsible for (but not limited to):

Description of Problem	Category	Priority
All services unavailable: (City Wide) The system is unavailable. Cases cannot be processed.	Showstopper	High

Description of Problem	Category	Priority
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error: Problem reported by user that was a result of user error or misunderstanding. Isolated workstation failure.	Training Issue/Questions	Low
Enhancement: System does not perform the required functionality. Functionality was not within requirements.	Enhancement - These will be added to the enhancement list and addressed with CI Technologies as needed.	Low
System not performing as specified (workaround available). An error is experienced but the problem can be worked around.	Workaround Available Complex workaround Decrease system's efficiency/performance/throughput Decreases user/department's efficiency in completing tasks	Medium
	Workaround available Easy to implement workaround. No impact on system performance No impact on user/department's efficiency	Low

Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

Priority	Restore Time
High	Response within 2 hours of contact. Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail. If feasible, CI Technologies will provide after hours support into the evening or during early morning hours.
Med	Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.
Low	No resolution time designated.. Added to enhancement list or addressed through updates to user documentation.

Future releases are supported in the above manner as long as the annual maintenance agreement is in-effect.

We provide a 24 hour toll free product support line with either a person or voice mail answering. From 8:30 AM – 5:30 PM EST a person is most likely to answer.

Old releases are supported up to 2 years after release of succeeding versions. Please note that customers with a current annual maintenance agreement are provided the latest version of the software to include all customizations

Certificate Of Completion

Envelope Id: E901D61DCBC2472D816B949C8BE86CA3	Status: Completed
Subject: Complete with DocuSign: 230329 Queen Creek Amendment 3 to Agreement No. 2020-130 re Adashi and ...	
Source Envelope:	
Document Pages: 19	Signatures: 2
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AutoNav: Enabled	Envelope Originator:
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sue.langlois@versaterm.com
COO
Security Level: Email, Account Authentication (None)

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Signed: 4/24/2023 11:46:48 AM

Electronic Record and Signature Disclosure:
Accepted: 4/24/2023 11:46:27 AM
ID: 423aeb33-5c51-4f25-8c65-ad7f632a559b

T Rosales
terri.rosales@versaterm.com
VP Finance and Admin
Versaterm Public Safety Inc.
Security Level: Email, Account Authentication (None)

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2023 10:15:45 AM
Certified Delivered	Security Checked	4/24/2023 10:16:04 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	4/24/2023 10:16:26 AM
Completed	Security Checked	4/24/2023 11:46:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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From time to time, Versaterm (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Versaterm:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kathleen.mackinnon@versaterm.com

To advise Versaterm of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kathleen.mackinnon@versaterm.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Versaterm

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kathleen.mackinnon@versaterm.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Versaterm

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to kathleen.mackinnon@versaterm.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Versaterm as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Versaterm during the course of your relationship with Versaterm.



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 APPROVAL OF AMENDMENT #1 FOR THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MESA FOR DISPATCH SERVICES.

DATE: May 3, 2023

Suggested Action:

To approve Amendment #1 for the Intergovernmental Agreement with the City of Mesa for Dispatch services.

Relevant Council Goal(s):

1. Safe Community (Public Safety)
2. Superior Infrastructure (Technology)

Discussion:

Since incorporation, the Town of Queen Creek has contracted dispatch services with the Maricopa County Sheriff's Office. These services have included answering 911 emergency calls, handling non-emergency inquiries, dispatching calls for service, managing on-view activity, handling warrant confirmations, making entries into the National Crime Information Center (NCIC) and the National Law Enforcement Telecommunications System (NLETS), and other various tasks associated with supporting law enforcement services. As we transitioned to the Queen Creek Police Department, these essential services were still required.

As stated in the 2019 Law Enforcement study, a partnership with another municipality for dispatch services is recommended rather than starting a Queen Creek dispatch center. The technology, software, and equipment required is expensive and requires regular updates and maintenance. At the same time, this sort of operation is fraught with challenges related to staffing including high turnover or attrition, extremely long training rotations, and difficult recruitment cycles.

The agreement with the City of Mesa has been in place since January of 2022 and provides:

- A primary Public Safety Answering Point ("PSAP"), including 911 and non-emergency call intake.
 - (2) 911 call taker positions
- Police dispatching
 - Call prioritization
 - Single/primary channel 24/7
- Shift supervisor position

- Support services
- Limited technical support
- Arizona Criminal Justice Information System (“ACJIS”) access
- Computer Aided Dispatch (CAD) access via mobile platforms
- Records services
 - National Crime Information Center (“NCIC”) hit confirmations.
 - NCIC entries and clears.
 - Teletypes
 - Department of Public Safety (“DPS”) Audit compliance and participation.
 - Internal office and outside agency phone inquiries.
- Digital records (unredacted)
- Equipment
 - Dispatcher console and related equipment, software, licensing, etc.
 - 9112 consolettes and related equipment, software, licensing, etc.
 - Radio & phone recording system
 - Screen capture software

The proposed amendment to the original agreement includes the following changes:

- The term of the agreement will be changed to a fiscal year rather than a calendar year. After the first-year extension (January 1, 2023 – June 30, 2023), the agreement will be effective on July 1 for all subsequent years.
- QCPD will be able to access and download 911 and radio channel recordings. We will also be responsible for all appropriate redactions.
- QCPD will be notified of estimated total fees for the subsequent year no later than Oct 1st.
- Exhibit C has been completely replaced with the following updates:
 - Pay rates for all positions were corrected to include fully loaded costs.
 - The number of employees for PSAP and dispatch services were lowered by one position respectively.
 - The annual cost of equipment and services was reduced by 50 percent.

It is still expected that personnel costs will increase by three percent annually.

Extension of Year 1 (January 1, 2023-June 30, 2023)	\$634,375
Year 2 (July 1, 2023 - June 30, 2024)	\$1,382,535 (previously \$1,391,121)
Year 3 (July 1, 2024 - June 30, 2025)	\$1,319,502 (previously \$1,421,591)
Year 4 (July 1, 2025 - June 30, 2026)	\$1,357,205 (previously \$1,453,592)
Year 5 (July 1, 2026 - June 30, 2027)	\$1,396,044 (previously \$1,486,571)

The agreement indicates that either party may terminate this Agreement at any time by providing three hundred sixty day (360) written notice to the other Party’s Police Chief or at any time agreed to in writing by both parties. Termination can be with, or without, cause.

Fiscal Impact:

This action authorizes Amendment #1 for the Intergovernmental Agreement (IGA) with the City of Mesa for Dispatch services in an amount not to exceed \$634,375 (for the year 1 extension). This item is included as part of the adopted budget for FY 22-23. Budgeted funding in year 2 has been included in the FY 23-24 Recommended budget.

Alternatives:

1. The Town Council could choose not to approve this agreement. However, the police

department would not have the resources, personnel, or systems necessary to provide basic police services to the community.

2. The Town Council could direct staff to change or modify the proposed agreement.

Attachment(s):

1. [Queen Creek Dispatch IGA First Amendment_v2.docx](#)
2. [2021-088 AGR_City of Mesa__PD Dispatch Services.pdf](#)

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
FOR THE MESA POLICE DEPARTMENT REGIONAL DISPATCH SYSTEM**

This First Amendment to Intergovernmental Agreement (“First Amendment”) is entered into this ___ day of _____, 2023, by and between the Town of Queen Creek, an Arizona municipal corporation (“Customer”), and the City of Mesa, an Arizona municipal corporation (“Mesa”). The parties to this Agreement may be referred to collectively as the “parties” and individually as a “party”.

RECITALS

On December 14, 2021 Mesa and Customer entered into an Intergovernmental Agreement (“Agreement”) related to providing dispatch services to Customer through the Mesa Police Department Regional Dispatch System. The parties desire to amend the Agreement primarily to extend the term, add digital records access capability and responsibilities, amend the billing dates, and replace Exhibit C, and to make other amendments as provided herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. Section 1 of the Agreement is amended as follows (**bold** reflects added language, ~~strikethrough~~ reflects struck language):

“1. TERM: This Agreement shall be effective ~~January 1, 2022~~ **July 1, 2023** and shall expire on ~~December 31, 2026~~ **June 30, 2027.**”

2. Digital Record Processing. Section 4 of the Agreement is amended as follows (**bold** reflects added language, ~~strikethrough~~ reflects struck language):

“4. DIGITAL RECORDS PROCESSING

- A. Mesa will provide unredacted digital copies of both 911 radio and telephone calls through Evidence.com.
- B. Customer ~~assumes all responsibility to~~ **will** redact recordings in accordance with Arizona law prior to release or dissemination.
- C. Mesa will not perform any redaction of 911 recordings.
- D. **Mesa will provide Customer remote access to Mesa’s 911 and radio channel recording systems. Customer may access, download and process their own requests for media, public records requests, subpoenas or other legal or court related requests. Customer may only access (i) Customer’s radio channel recordings, and (ii) Customer and Mesa’s emergency and non-emergency phone recordings. Customer will ensure the confidentiality of all recordings, including those recordings Customer accesses. Customer is prohibited from copying, downloading, releasing, or disclosing any recordings or digital materials that do not expressly and solely pertain to the Customer.**

E. Customer will redact and release their own recordings in accordance with applicable law when accessed remotely.”

3. Billing. Section 6 of the Agreement is amended as follows (**bold** reflects added language, ~~strikethrough~~ reflects struck language):

“6. BILLING

A. MPD Financial Services Division will invoice Customer quarterly and MPDRDC will invoice customer monthly, both in accordance with the schedule included in Exhibit C of this Agreement. Exhibit C will be annually revised and will become effective on ~~January~~ **July 1st of each year**.

B. Mesa will advise Customer of the estimated total fees and charges for the coming ~~calendar~~ **fiscal** year no later than ~~April~~ **October 1st** of the previous year. Customer ~~is responsible to~~ **will** verify its equipment counts and notify Mesa of any discrepancies in counts by ~~December 31~~ **June 30th** of the previous year. Mesa will provide written notice to the Customer of the finalized total fees and charges by ~~July~~ **January 1st**.

C. The ~~Initial~~ **initial** or ~~Additional~~ **additional** technology fees will be invoiced upon completion of the requested project.”

4. Exhibit C. Exhibit C is struck in its entirety and replaced by the attached Exhibit C.

5. Severability. In the event any term or provision of this First Amendment is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and this First Amendment shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

4. Governing Law, Venue, and Jurisdiction. This First Amendment shall be governed by the laws of Arizona. A party shall bring any action related to a dispute arising out of this First Amendment in a court of appropriate venue and jurisdiction in Maricopa County, State of Arizona.

5. Incorporation of Recitals & Exhibits. The recitals set forth herein and the attached exhibit(s) are acknowledged by the parties to be true and correct and are incorporated in this First Amendment by this reference.

6. Effect of Amendment. In the event of any inconsistencies between this First Amendment and the Agreement, the terms of this First Amendment shall govern. Any terms not defined in this First Amendment shall have the same meaning as used in the Agreement. The Agreement, as amended hereby, is reinstated, ratified, and affirmed and shall remain in full force and effect.

(SIGNATURE PAGE ATTACHED)

EXHIBIT C

City of Mesa Police Department Regional Dispatch Center Partners Equipment & Dispatch Costs 5 Year Graduated Costs

Dispatching Services: Year 1 (January 2022-December 2022):

1 Radio Positions	Cost	# of Items	Total
Motorola Console	\$81,604	1	\$81,604
1 Radio Consolettes: Primary channel only	\$7,957	1	\$7,957
911 System	\$30,000	1	\$30,000
CAD Licensing	\$1,000	1	\$1,000
Total			\$120,561.00

2 911 Positions	Cost	# of Items	Total
911 System	\$30,000	2	\$60,000
CAD Licensing & Computer Equipment	\$4,509	2	\$9,018
Russ Bassett Console	\$25,000	2	\$50,000
Dell 5060 MFF	\$785	2	\$1,570
Dell 22" Monitor	\$291	2	\$582
Surge Protector	\$20	2	\$40
Cabling/Electrical Estimate	\$10,000	1	\$10,000
Total			\$131,210

Recorder Cost	Cost	# of Positions	Total Cost
Installation	\$2,780	1	\$2,780
Position Recording	\$520	6	\$3,120
Radio Talk group Recording	\$260	1	\$260
Screen Capture	\$175	3	\$525
Total Recorder Cost			\$6,685
Total Initial Equipment Cost			\$258,456

Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$70,184 *	7	\$491,288
911 Operators	\$67,642**	6	\$405,852
Shift Supervisors	\$90,605***	1	\$90,605
Total Annual Staffing Cost			\$987,745
Total Costs			\$1,246,201

* Salary and benefits cost for a newly hired Police Dispatch.

** Salary and benefits cost for a newly hired 911 Operator.

*** Salary and benefits cost for a newly hired Shift Supervisor.

Extension of Year 1 (Jan 2023-Jun 2023)

Equipment/supplies	Cost	Total
911/Dispatch Services	\$31,270	\$31,270
Total		\$31,270

Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$45,840*	6	\$275,040
911 Operators	\$40,788*	5	\$203,940
Shift Supervisors	\$53,838*	1	\$53,838
Total Annual Staffing Cost			\$532,818
Total Costs			\$564,088

* Salary for 6 months.

Dispatching Services: Year-2 (July 2023-June 2024):

Equipment/supplies	Cost	Total
911/Dispatch Services	\$62,540	\$62,540
Total		\$62,540

Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$92,472	6	\$554,832
911 Operators	\$82,354	5	\$411,770
Shift Supervisors	\$108,074	1	\$108,074
Total Annual Staffing Cost			\$1,074,676
Total Costs			\$1,137,216

Dispatching Services: Year-3 (July 2024-June 2025):

Equipment/supplies	Cost	Total
911/Dispatch Services	\$62,540	\$62,540
Total		\$62,540

Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$95,246*	6	\$571,476
911 Operators	\$84,824**	5	\$424,120
Shift Supervisors	\$111,316***	1	\$111,316
Total Annual Staffing Cost			\$1,106,912
Total Costs			\$1,169,452

* Represents an annual 3% increase in salary and benefits cost from Year 2.

** Represents an annual 3% increase in salary and benefits cost from Year 2.

*** Represents an annual 3% increase in salary and benefit cost from Year 2.

Dispatching Services: Year-4 (July 2025-Jun 2026):

Equipment/supplies	Cost	Total
911/Dispatch Services	\$62,540	\$62,540
Total		\$62,540

Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$98,103*	6	\$588,618
911 Operators	\$87,368**	5	\$436,840
Shift Supervisors	\$114,655***	1	\$114,655
Total Annual Staffing Cost			\$1,140,113
Total Costs			\$1,202,653

* Represents an annual 3% increase in salary and benefits cost from Year 3.

** Represents an annual 3% increase in salary and benefits cost from Year 3.

*** Represents an annual 3% increase in salary and benefits cost from Year 3.

Dispatching Services: Year-5 (July 2026-June 2027):

Equipment/supplies	Cost	Total
911/Dispatch Services	\$62,540	\$62,540
Total		\$62,540

Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$101,046*	6	\$606,276
911 Operators	\$89,989**	5	\$449,945
Shift Supervisors	\$118,094***	1	\$118,094
Total Annual Staffing Cost			\$1,174,315
Total Costs			\$1,236,855

* Represents an annual 3% increase in salary and benefits cost from Year 4.

** Represents an annual 3% increase in salary and benefits cost from Year 4.

*** Represents an annual 3% increase in salary and benefits cost from Year 4.

Records Services

	Jan 2022- Dec 2022	Jan 2023- Jun 2023 (6 months)	Jul 2023- Jun 2024	Jul 2024- Jun 2025:	Jul 2025- Jun 2026	Jul 2026- Jun 2027
Total	\$136,479	\$70,287	\$145,680	\$150,050	\$154,552	\$159,189

INTERGOVERNMENTAL AGREEMENT FOR THE MESA POLICE DEPARTMENT REGIONAL DISPATCH SYSTEM

Contract # _____

This Intergovernmental Agreement ("Agreement") is made and entered into this ___ day of _____, 2021, by and between the City of Mesa ("Mesa") and the Town of Queen Creek ("Customer"). All participants listed in the attached Exhibit A will form the Mesa Police Department Regional Dispatch System (the "System"). Within this Agreement, Mesa and Customer are sometimes individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS, Arizona Revised Statutes ("A.R.S."), §§ 11-951, *et seq.*, authorizes Mesa and the Town of Queen Creek to enter into intergovernmental agreements for the provision of services, or for joint or cooperative actions;

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions;

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies and police departments participating in this Agreement, to work together for mutual benefit of the public, Customer's community and all of the Customer's personnel;

WHEREAS, Customer desires to participate in the Mesa Police Department Regional Dispatch System in order to more effectively provide emergency police services; and

WHEREAS, Mesa desires the participation of Customer to more effectively provide emergency police services.

PURPOSE

This Agreement is to enhance the effectiveness of public safety through consistency in emergency dispatch of police department resources throughout the region.

More specifically, the purpose of this Agreement is to define the dispatch service that will be provided by the Mesa Police Department ("MPD") to the Customer. The Mesa Police Department Regional Dispatch Center ("MPDRDC") utilizes a Computer Aided Dispatch ("CAD") and Global Positioning System ("GPS") to process and dispatch requests for assistance to police emergencies.

The MPDRDC is a primary Public Safety Answering Point (“PSAP”) for Mesa.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

1. **TERM**: This Agreement shall be effective January 1, 2022 and shall expire on December 31, 2026.

2. **DISPATCH SERVICES**

- A. Mesa agrees to provide 911 and non-emergency call intake, police dispatching, and support services detailed in Exhibit C for Customer’s police department, equipment and vehicles for emergency responses. Mesa shall dispatch in accordance with Mesa Police Department policies, procedures, and specifications of Mesa’s CAD system. Customer agrees to adhere to said policies, procedures, and specifications. Customer also agrees, upon Mesa’s request, to send an appropriate representative to Mesa’s Dispatch and Communications meetings, as requested, for discussion of dispatch issues. Customer agrees upon Mesa’s request to require Customer members or employees attend any training related to radio communications and radio/CAD system operations.
- B. Pursuant to this Agreement and as a condition of acceptance, Customer agrees to conform to the MPD Communications and Policies and Procedures and Patrol Policies and Procedures regarding prioritization of calls for service and police response, available as set forth in Exhibit B.

3. **TECHNICAL SERVICES**

- A. The System utilizes a CAD system, which in turn utilizes standardized components consisting of Mobile Computer Terminals (“MCTs”), and direct network connections over dedicated circuits among each Customer’s police vehicles and desk terminals and the MPDRDC. To facilitate dispatch, and as a condition of participation, Customer is required to provide all needed infrastructure for Customer’s Police Department, which must be compatible with the System.
- B. If Customer desires changes to be made to dispatch services, Customer shall request these changes in writing to Mesa. To be implemented, all changes must have the mutual consent of all governmental units impacted by the requested changes.

- C. Customer shall follow radio operation guidelines and procedures as defined in MPD's Communications Supplemental Manual and Police Department Policy regarding procedures and prioritization of calls for service and police response, referenced in Exhibit B, unless other guidelines and procedures are mutually agreed upon.
- D. Customer technical resources familiar with the mobile devices installed in the vehicles and the hand held devices used by the officers, who are also familiar with the supported Versaterm mobile applications, will handle first level technical support for these devices. Second level support for CAD Dispatch related items, including communications/connectivity with CAD/Versaterm Message Controller ("VMC") is the responsibility of Mesa. Third level support for CAD Dispatch related will be reported by Mesa to Versaterm, per Mesa's existing CAD Support agreement with Versaterm.
- E. Mesa will not build, configure or maintain Versaterm Mobile Data Terminal ("MDT") or Mobile Report Entry ("MRE") profiles, configurations or builds.
- F. Mesa will shadow Versaterm employees who are performing work directly on the CAD system when that work creates the risk of impact to Mesa CAD system.
- G. Mesa will not support any Customer hardware.
- H. Mesa Police Department Information Technology will provide limited technical support to Customer to include:
 - i. Initial Setup of Virtual Network Tunnel ("VPN") Tunnel between Mesa and Customer.
 - ii. Creation of users in the Mesa CAD database.
 - iii. Creation of any required Geographic Information System ("GIS") visuals for Customer MDT map.
 - iv. Provide access to the Mesa CAD System via VPN tunnel for access by MDTs, Personal Computers ("PCs") and mobile devices (via vMobile).
 - v. Setup of PCs and peripherals at Communications and in Records.
 - vi. Setup of Justice Web Interface ("JWI") in Records.

- vii. Assist Versaterm with any CAD and MDT related configurations.

I. Ongoing Support

- i. Mesa will provide tier 2 support to Customer for Versaterm MDT related issues.
- ii. Mesa will not provide any tier 1 end user support.
- iii. Mesa will only accept support calls from Customer designated support personnel or Versaterm employees calling on their behalf.
- iv. Mesa will not directly support Customer MDTs or the Versaterm MDT applications for non-CAD related issues.
- v. Mesa will add/delete/suspend Customer CAD accounts.
- vi. Mesa will directly support the VPN connection between Mesa and Customer.
- vii. Mesa will not support the Queen Creek Mobile Device Management ("MDM") implementation.

J. Requirements

- i. Customer will ensure all MDTs that connect to the Mesa CAD system encrypt all data in transit via an encryption product compatible with the Arizona Criminal Justice Information System ("ACJIS") standards until such traffic can be terminated on a secure Customer end point.
- ii. Customer will ensure all traffic to and from the CAD system is encrypted across the VPN tunnel to Mesa and at no point does CAD data traverse a non-Criminal Justice Information System ("CJIS") compliant network segment.
- iii. Customer mobile phones that access CAD data from the Mesa CAD via Versaterm vMobile or other applications will outfit such devices with MDM software that creates a secure CJIS compliant VPN from the mobile device to Mesa.

K. Mesa will allow Customer access to Mesa's CAD System.

- L. Customer will connect their MCT systems using a dedicated VPN that is owned and operated by the Customer. No external VPN's will be allowed to connect to Mesa's CAD or supporting systems.

3. RECORDS SERVICES

- A. MPD Records will perform the following functions on behalf of Customer:
 - i. National Crime Information Center ("NCIC") hit confirmations.
 - ii. NCIC entries and clears.
 - iii. Teletypes.
 - iv. Department of Public Safety ("DPS") Audit compliance and participation.
 - v. Internal office and outside agency phone inquiries.

4. DIGITAL RECORDS PROCESSING

- A. Mesa will provide unredacted digital copies of both 911 radio and telephone calls through Evidence.com.
- B. Customer assumes all responsibility to redact recordings in accordance with Arizona law prior to release or dissemination.
- C. Mesa will not perform any redaction of 911 recordings.

5. TOTAL CHARGES AND FEES

- A. Customer understands the System is based upon a one hundred percent (100%) cost recovery model and agrees to pay Mesa the following service fee structure as referenced in Exhibit C.

6. BILLING

- A. MPD Financial Services Division will invoice Customer quarterly and MPDRDC will invoice customer monthly, both in accordance with the schedule included in Exhibit C of this Agreement. Exhibit C will be annually revised and will become effective on January 1.
- B. Mesa will advise Customer of the estimated total fees and charges for the coming calendar year no later than April 1 of the previous year. Customer is responsible to verify its equipment counts and notify Mesa of any discrepancies in counts by

December 31 of the previous year. Mesa will provide written notice to the Customer of the finalized total fees and charges by July 1.

- C. The Initial or Additional technology fees will be invoiced upon completion of the requested project.

7. OTHER ITEMS

- A. If Customer intends to expand its original geographical and/or jurisdictional boundaries, Customer is required to provide a 180-day written notice to MPD to allow for programming changes to the CAD system.

It is understood that such an expansion may necessitate a new assessment as described herein (Section 3-Technical Services). Further, it is understood that an increase to the geographical and/or jurisdictional boundary may lead to an increase to the charges and fees described herein.

- B. Mesa agrees to install and maintain Customers' geographical databases necessary for processing dispatches. Customer is responsible to provide all geographical database information, including updates to the MPD within one-hundred eighty (180) days of receipt.

- C. Dispatch equipment covered under this Agreement that is damaged or rendered unserviceable by Mesa through improper repair, or otherwise, shall be repaired/replaced at no cost to Customer.

Costs to replace and/or repair equipment that is damaged or rendered unserviceable due to the actions of any Customer shall be borne by Customer.

- D. Mesa agrees to provide management information reports to the Customer that are consistent with MPD reporting. Additional reports may be provided upon request (based on workload and availability).

- E. Any costs associated with utility company circuits, connections and monthly services, as a result of participation in this Agreement, shall be borne by Customer as necessary.

- F. It is agreed that in the event that this Agreement is discontinued, all devices and related equipment that was purchased by Mesa and not originally purchased by Customer, shall be returned as the sole property of Mesa even if Customer provided monies or funding for the equipment. Furthermore, Mesa will not be obligated to reimburse monies or funding already collected under this Agreement.

- G. Compliance with the Immigration Reform and Control Act of 1986 ("IRCA") is required and Mesa and Customer will comply with IRCA. Each Party agrees to permit the other Party upon request to inspect personnel records to verify such compliance.

The parties shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability, nor otherwise commit an unfair employment practice. The Parties will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include, without limitation, the following:

Employment and adherence to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Parties additionally agree that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The Parties further agree that this clause will be incorporated in all subcontracts and/or job-consultant agreements or subleases connected with this Agreement entered into by the Parties.

- H. No term or provision of this Agreement is intended to, or shall, create any right in any person firm, corporation or other entity not a Party hereto, and no such person or entity shall have any cause of action hereunder.
- I. No term or provision of this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- J. It is the responsibility of each Party to ensure that their employees are notified in accordance with the provisions of the Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment, thereto, and that all such notices as required by such laws shall be posted accordingly. Each Party grants consent to the other, the right to inspect the premises and workplace of the consenting Party to ensure compliance with the notice posting requirements. Consent is to be provided to the appropriate emergency services and/or risk management function of each Party.
- K. The Parties agree that other jurisdictions may join and be added to the System at the sole discretion of Mesa.
- L. Customer (as "Indemnitor") agrees to indemnify, defend, and hold harmless Mesa, its officers, agents, employees, elected and appointed officials, and volunteers (

“Indemnitees”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys’ 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 Member, its officers, officials, agents, employees, or volunteers.

Mesa (as “Indemnitor”) agrees to indemnify, defend, and hold harmless Customer its officers, agents, employees, elected and appointed officials, and volunteers (as “Indemnitees”) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys’ 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 Mesa, its officers, officials, agents, employees, or volunteers.

- M. The Parties understand that this Agreement supersedes any previous agreements, if any, to be part of the System.
- N. Pursuant to federal law, each Party entering into this Agreement certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel.
- O. This Agreement shall only be modified by written amendment, signed by a duly authorized person for each Party that has the authority to enter into agreements on behalf of that person’s Party.
- P. During the course of this Agreement, the underlying technology supporting systems and equipment covered under this Agreement may become obsolete as a result of advances in technology (“Technology Obsolescence”). In the case of technology obsolescence, the evolution of a newer technology generation and the associated costs will be the subject of amendments to this Agreement.

8. CANCELLATION OF THE AGREEMENT

- A. Either party may terminate this Agreement at any time by providing three hundred sixty day (360) written notice to the other Party’s Police Chief or at any time agreed to in writing by both parties. Termination can be with, or without, cause.
- B. Either Party may terminate participation in this Agreement pursuant to the provisions of A.R.S. § 38-511.

IN WITNESS HEREOF, this Agreement is executed on the year and date first above written. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective party.

CITY OF MESA,

An Arizona Municipal Corporation

Christopher J. Brady 12/14/21

Christopher J. Brady Date
City Manager

Ken Cost 12/2/21

Ken Cost Date
Mesa Police Chief of Police

ATTEST:

Dee Ann Mickelson
Mesa City Clerk



APPROVAL OF MESA CITY ATTORNEY:

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the Town of Queen Creek and the City of Mesa, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Shuff Balon 12/11/21

Mesa City Attorney Date

APPROVAL OF QUEEN CREEK TOWN ATTORNEY:

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the Town of Queen Creek and the City of Mesa, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Scott A. Holcomb

Scott A. Holcomb, Town Attorney Date

TOWN OF QUEEN CREEK,

An Arizona Municipal Corporation

John Kross
John Kross (Oct 21, 2021 15:24 PDT)

John Kross Date
Town Manager

Randy Brice

Randy Brice Date
Queen Creek Chief of Police

ATTEST:

Maria Gonzalez

Maria Gonzalez
Queen Creek Town Clerk

EXHIBIT A

CITY OF MESA POLICE DEPARTMENT REGIONAL DISPATCH SYSTEM MEMBER AGENCIES

(2021)

1	Mesa Police Department
2	Queen Creek Police Department

EXHIBIT B

Please call (480) 644-5008, the Mesa Police Department Policy and Accreditation Unit, to request any and all policies and procedures.

EXHIBIT C

City of Mesa Police Department Regional Dispatch Center Partners Equipment & Dispatch Costs 5 Year Graduated Costs

Dispatching Services: Year 1:

1 Radio Positions	Cost	# of Items	Total
Motorola Console	\$81,604	1	\$81,604
1 Radio Consolettes: Primary channel only	\$7,957	1	\$7,957
911 System	\$30,000	1	\$30,000
CAD Licensing	\$1,000	1	\$1,000
Total			\$120,561.00

2 911 Positions	Cost	# of Items	Total
911 System	\$30,000	2	\$60,000
CAD Licensing & Computer Equipment	\$4,509	2	\$9,018
Russ Bassett Console	\$25,000	2	\$50,000
Dell 5060 MFF	\$785	2	\$1,570
Dell 22" Monitor	\$291	2	\$582
Surge Protector	\$20	2	\$40
Cabling/Electrical Estimate	\$10,000	1	\$10,000
Total			\$131,210

Recorder Cost	Cost	# of Positions	Total Cost
Installation	\$2,780	1	\$2,780
Position Recording	\$520	6	\$3,120
Radio Talk group Recording	\$260	1	\$260
Screen Capture	\$175	3	\$525
Total Recorder Cost			\$6,685
Total Initial Equipment Cost			\$258,456

Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$70,184 *	7	\$491,288
911 Operators	\$67,642**	6	\$405,852
Shift Supervisors	\$90,605***	1	\$90,605
Total Annual Staffing Cost			\$987,745
Total Costs			\$1,246,201

* Salary and benefits cost for a newly hired Police Dispatch.

** Salary and benefits cost for a newly hired 911 Operator.

*** Salary and benefits cost for a newly hired Shift Supervisor.

Dispatching Services: Year-2:

1 Radio Positions	Cost	# of Items	Total
911 System	\$30,000	1	\$30,000
Total			\$30,000
2 911 Positions	Cost	# of Items	Total
911 System	\$30,000	2	\$60,000
Total			\$60,000
Total Annual Fees			\$90,000
Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$75,759*	7	\$530,313
911 Operators	\$69,173**	6	\$415,038
Shift Supervisors	\$92,825***	1	\$92,825
Total Annual Staffing Cost			\$1,038,176
Total Costs			\$1,128,176

* Represents increase in salary and benefits cost from Year 1.(Dispatch Trainee to Police Dispatcher.)

** Represents an annual 3% increase in salary and benefits cost from Year 1.

*** Represents an annual 3% increase in salary and benefits cost from Year 1.

Dispatching Services: Year-3:

1 Radio Positions	Cost	# of Items	Total
911 System	\$30,000	1	\$30,000
Total			\$30,000
2 911 Positions	Cost	# of Items	Total
911 System	\$30,000	2	\$60,000
Total			\$60,000
Total Annual Fees			\$90,000

Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$77,452*	7	\$542,164
911 Operators	\$70,751**	6	\$424,506
Shift Supervisors	\$95,112***	1	\$95,112
Total Annual Staffing Cost			\$1,061,782
Total Costs			\$1,151,782

* Represents an annual 3% increase in salary and benefits cost from Year 2.

** Represents an annual 3% increase in salary and benefits cost from Year 2.

*** Represents an annual 3% increase in salary and benefits cost from Year 2.

Dispatching Services: Year-4:

1 Radio Positions	Cost	# of Items	Total
911 System	\$30,000	1	\$30,000
Total			\$30,000
2 911 Positions	Cost	# of Items	Total
911 System	\$30,000	2	\$60,000
Total			\$60,000
Total Annual Fees			\$90,000
Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$79,277*	7	\$554,939
911 Operators	\$72,375**	6	\$434,250
Shift Supervisor	\$97,468***	1	\$97,468
Total Annual Staffing Cost			\$1,086,657
Total Costs			\$1,176,657

- * Represents an annual 3% increase in salary and benefits cost from Year 3.
- ** Represents an annual 3% increase in salary and benefits cost from Year 3.
- *** Represents an annual 3% increase in salary and benefits cost from Year 3.

Dispatching Services: Year-5:

1 Radio Positions	Cost	# of Items	Total
911 System	\$30,000	1	\$30,000
Total			\$30,000
2 911 Positions	Cost	# of Items	Total
911 System	\$30,000	2	\$60,000
Total			\$60,000
Total Annual Fees			\$90,000
Annual Staffing	Cost	# of Employees	Total Cost
Primary Channel 24/7	\$81,158*	7	\$568,106
911 Operators	\$74,049**	6	\$444,294
Shift Supervisors	\$99,894***	1	\$99,894
Total Annual Staffing Cost			\$1,112,294
Total Costs			\$1,202,294

- * Represents an annual 3% increase in salary and benefits cost from Year 4.
- ** Represents an annual 3% increase in salary and benefits cost from Year 4.
- *** Represents an annual 3% increase in salary and benefits cost from Year 4.

Support Services

	2022	2023	2024	2025	2026
Total	\$136,479.00	\$140,573.19	\$144,790.38	\$149,134.09	\$155,350.54



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: VANCE GRAY, FIRE CHIEF

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE SECOND AMENDMENT TO RENEW THE INTERGOVERNMENTAL AGREEMENT BETWEEN QUEEN CREEK COUNTY ISLAND FIRE DISTRICT AND THE TOWN OF QUEEN CREEK FOR THE PROVISION OF FIRE PROTECTION SERVICES.

DATE: May 3, 2023

Suggested Action:

To approve the second amendment to renew the Intergovernmental Agreement between the Queen Creek County Island Fire District (QCCIFD) and the Town of Queen Creek to amend the Intergovernmental Agreement (IGA) to provide fire protection services.

Relevant Council Goal(s):

KRA 9: Public Safety (Fire, Emergency Services, and Police/Sheriff)

Discussion:

The Queen Creek Fire and Medical Department has provided fire and medical services to the citizens of the unincorporated Maricopa and Pinal Counties and within the Town's Municipal Planning Area since May 2013. An IGA exists between the Town of Queen Creek and the QCCIFD, allowing the provision of providing fire protection and prevention services to occur.

This renewal will run for five years, from May 1, 2023, to May 1, 2028.

The amendment to the IGA 8.2.3 was added to define better the fire department's role in fire prevention, inspection, and plan review in the fire district.

Fiscal Impact:

In the current fiscal year, FY 2022/23, QCCIFD is under contract to provide \$1,787,668 to the Town of Queen Creek for Fire and Medical Services within the QCCIFD service area. In FY 2023/24, this amount is anticipated to increase to \$2,296,349 due to an increase of residents moving into the service area. The annual contract amount paid to the Town from the QCCIFD is based on a formula described in the IGA.

Alternatives:

The Queen Creek Town Council could choose not to approve the amendment. This will leave the residents within the QCCIFD to seek emergency services from another provider if that is an option for

them.

Attachment(s):

1. [QCCIFD Second Amendment.pdf](#)

**SECOND AMENDMENT TO RENEW INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF FIRE PROTECTION SERVICES WITHIN THE
QUEEN CREEK COUNTY ISLAND FIRE DISTRICT BY THE
TOWN OF QUEEN CREEK, ARIZONA**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is made between the Queen Creek County Island Fire District, a political subdivision the State of Arizona (“Fire District”) and the Town of Queen Creek, Arizona (“Queen Creek”). The Fire District and Queen Creek are referred to as the “Parties.”

RECITALS

WHEREAS, effective May 1, 2013, the Parties entered into an Intergovernmental Agreement For The Provision Of Fire Protection Services Within The Queen Creek County Island Fire District By The Town Of Queen Creek, Arizona (“IGA”) to provide certain fire protection services within the Fire District as set forth in the IGA (“Services”).

WHEREAS, pursuant to the terms of the IGA, the IGA had a term of five (5) years beginning on May 1, 2013 year with the ability to renew for additional periods of not more than five (5) years each by mutual agreement of the Parties.

WHEREAS, the Parties amended the IGA to renew the IGA effective May 1, 2018 for an additional five (5) years, with all other terms in the IGA remaining the same.

WHEREAS, the Parties wish to amend the IGA to renew the IGA effective May 1, 2023 for an additional five (5) years and clarify the authority of Queen Creek to represent the Fire District in the building planning and permitting process, with all other terms in the IGA remaining the same.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and obligations set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties waive the notice requirements for renewal under ¶ 2.2 of the IGA.

2. Pursuant to ¶ 2.2 of the IGA, the Parties mutually agree to renew the IGA for effective May 1, 2023 for an additional five (5) years.

3. Paragraph 6.2 of the IGA is amended as follows (additions in **ALL CAPS**):

6.2 Notification to Maricopa County Board of Supervisors. Pursuant to A.R.S. § 48-853(A)(8), the Fire District shall notify the Maricopa **AND PINAL** County BoardS of Supervisors of the cost of providing Fire Protection Services for each household or other structure in the Coverage Area, pursuant to the cost of service as provided in this Agreement. Such notice shall be timely given in order for the Maricopa **AND PINAL** County BoardS of Supervisors to levy taxes sufficient for the District to pay Queen Creek for the cost of providing Fire Protection Services. In addition to the cost of service for Fire Protection Services, such notice shall include all administrative and other costs of the Fire District.

4. Paragraph 8.2.1 of the IGA is amended as follows (additions in **ALL CAPS**):

8.2.1 Adoption of Fire Code. Pursuant to A.R.S. § 48-853(A)(6), the Fire District shall adopt Queen Creek’s Fire Code within one-hundred and twenty (120) days of the effective date of this Agreement and keep 3 copies on file with the Fire District. Queen Creek, pursuant to ParagraphS 8.2.2 **AND 8.2.3 BELOW**, shall enforce the provisions of the Fire Code within the Coverage Area.

5. The IGA is amended by adding the following Paragraph 8.3:

8.2.3 Building Planning and Permitting Process. The Fire District authorizes Queen Creek to represent the Fire District and enforce the Fire Code by participating in the respective building planning and permitting processes of Maricopa and Pinal Counties for buildings in the Coverage Area.

6. The Parties acknowledge that the IGA has remained in continuous effect and ratify the actions taken by the Parties pursuant to the IGA from May 1, 2018 through the date this Amendment is executed by each of the Parties.

7. This Amendment is effective upon full execution by the Parties.

8. The Parties agree that the statutory language of A.R.S. § 38-511 shall apply to this Amendment.

9. All other terms and conditions of the IGA shall remain in full force and effect.

[Signatures on Next Page]

TOWN OF QUEEN CREEK

**QUEEN CREEK COUNTY ISLAND
FIRE DISTRICT**

By: _____
Julia Wheatley, Mayor Date

By: _____
_____, Board Chair Date

ATTEST:

ATTEST:

By: _____
Maria Gonzalez, Town Clerk Date

By: _____
Clerk of the Board Date

ATTORNEY CERTIFICATION

The foregoing Second Amendment has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: _____
Scott A. Holcomb, Town Attorney Date
Town of Queen Creek

By: Scott A. Holcomb 04-06-23
Attorney Date
Queen Creek County Island District



TOWN OF
QUEEN CREEK
ARIZONA

8.F

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: VANCE GRAY, FIRE CHIEF
RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF GILBERT FOR FIRE SERVICE TRAINING IN AN ESTIMATED AMOUNT OF \$25,000.
DATE: May 3, 2023

Suggested Action:

To approve an Intergovernmental Agreement with the Town of Gilbert for fire service training and authorize the Mayor to execute the required documents.

Relevant Council Goal(s):

KRA #9: Public Safety (Fire, Emergency Services and Police/Sheriff)

Discussion:

The Town of Gilbert and the Gilbert Fire Department operate a regional training facility and conducts various types of programs and training opportunities for themselves as well as to other fire departments throughout the region. The Town of Gilbert offers these programs and training opportunities by establishing an Intergovernmental Agreement (IGA) with partnering agencies. Queen Creek uses the Gilbert Public Safety as well as other regional training facilities to train and educate our firefighters in areas such as recruit firefighter training and regional fire training activities. Queen Creek currently utilizes the facility with the understanding that a formal IGA will be in place to have a mechanism for a fee structure and/ or general use of the facility. Queen Creek Fire and Medical Department's main goal is to utilize the Gilbert Public Safety Training Center for general use, recruit firefighter training and other specialty training opportunities. i.e.; Hazmat Training.

The IGA with the Town of Gilbert should be viewed as a primary agreement for Queen Creek Fire and Medical Department's training needs. Staff recommends approving an IGA with the Town of Gilbert so that our firefighters are afforded quality, regionally based opportunities.

Fiscal Impact:

The total cost of this agreement will be based on usage of the training facility. This agreement includes a cost breakdown (see Exhibit A), on a per firefighter basis, for each program or training offered. Payment for use of the facility will come from budgeted funding. The total estimated cost for this agreement is \$25,000.

Alternatives:

The Town Council could choose not to approve this agreement. If this were the case, Queen Creek would not be able to send any staff and take advantage of any training programs offered by the Town

of Gilbert.

Attachment(s):

1. [Intergovernmental Agreement](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF GILBERT
AND
THE TOWN OF QUEEN CREEK
FOR FIRE SERVICE TRAINING**

Gilbert Contract No. 322000296
Queen Creek Contract No. _____

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 202_, by and between the Town of Gilbert, for and on behalf of the Gilbert Fire and Rescue Department (“the Town”), and the Town of Queen Creek, for and on behalf of the Queen Creek Fire Department (“the Agency”). Throughout this Agreement, the Town and the Agency individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

RECITALS

WHEREAS, the Parties are authorized pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-951, et. seq., and the respective provisions of their Town/City charters, if any, and related code and ordinances to enter into intergovernmental agreements to carry out public agency services; and

WHEREAS, agreements for fire service training and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety-related agencies have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies, and fire districts participating in this Agreement to work together for mutual benefit of the public, Agency’s community and all of the Agency’s personnel; and

WHEREAS, the Agency desires to participate in Gilbert Fire and Rescue Department Fire Service Training in order to more effectively provide emergency fire, medical, and other services; and

WHEREAS, the Town desires the participation of Agency to more effectively provide emergency fire, medical, and other services; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE I. PURPOSE

The Parties desire to enter into this Agreement for the purpose of enabling them to conduct and participate in fire service training hosted by Town. Fire service training includes, but is not limited to: Aircraft Rescue Firefighter (ARFF) Certification Training, Firefighter Recruit Training, Fire Inspector Training, Hazardous Material Technical (HZM) Certification Training, EMT/Paramedic Recertification Training (CORE), and Technical Rescue Technician (TRT) Certification Training, and follow-on required continuing education and training.

ARTICLE II. STATEMENT OF SERVICES

1. Fire Service Training:

Town will provide fire service training and follow-on continuing education as outlined in Exhibit A, Fire Service Training Menu.

2. Availability of Training:

Nothing in this Agreement creates an obligation or otherwise requires Town to host training or to provide an opportunity in any particular training class to Agency.

3. Training Records:

Town will provide original training records for the Agency's personnel upon the completion of any training being provided, or upon termination of the Agency personnel's attendance in the training program. Town will maintain records of lesson plans, class rosters, and other documentation common to the class when the law, fire service standards, or best practices require or make reasonable and prudent the preservation of such information.

4. Equipment and Assistance with Training:

4.1 Town shall specify the equipment and materials ("Required Equipment") that Agency must provide to its employees, or that Agency employees must have to participate in any training program. Agency's employees must have the required equipment as a condition of participation in the training program.

4.2 Upon reasonable request, the Agency will provide the Town with instructors for assistance. When the Agency has facilities or equipment (e.g., a burn building, training props, apparatus, etc.) that can facilitate a specific training being conducted by the Town, the Agency will allow the Town to use such facilities, subject to their availability, when it is determined by both Parties to be in their mutual best interest. Any such contributions by the Agency, to the extent applicable, will be considered in determining the Training Fees.

5. Discipline. Academic Requirements and Skill Performance Standards:

5.1 Town reserves the right, in its sole discretion, to determine whether Agency employees are maintaining the minimum requirements necessary to continue in the

training. In the event a student is removed for failure to abide by training or affiliated training location or vendor academic, ethical, or disciplinary standards applicable to all fire service training students, the employing party will remain responsible for full payment of contractual training fees. Removal from training is apart and independent from whether the impacted employee is disciplined or terminated by Agency.

- 5.2 Employees of both Parties shall be subject to the same standards for purposes of training and academics. In the event an Agency employee is suspected of having engaged in misconduct while in training being conducted by Town, Town shall report the suspected misconduct to Agency as soon as practicable. Agency will be responsible for conducting any appropriate investigation and taking corrective action or discipline.
- 5.3 Town has the sole responsibility and authority to determine issues relating to: (1) the curriculum and content of instruction for training; (2) the training schedule and hours; (3) decisions about whether Agency's employees should remain in the training; (4) the implementation and execution of policies and procedures applicable to Town-controlled training and Town-owned training locations; (5) the facility and location of site-specific training; and (6) the assignment and use of any Agency-provided instructors, staff, or equipment, upon reasonable request by Town and in consultation with and concurrence by Agency.
- 5.4 The Parties understand and agree that Town will determine the curriculum for training programs to meet, in part, to satisfy Town standards, which may include the skill performance standards within the Gilbert Fire and Rescue Department's Training Standards. Agency may request cross-training on Town materials, the presentation of which shall be provided by Agency's personnel. The Parties further understand and agree that Town will determine the appropriate location necessary to support training programs which, in part, satisfy Town standards. Additional training needs beyond Town standards, which may require additional time and resources, by way of separate agreements will be the sole responsibility of requesting Agency.
- 5.5 Town will regularly communicate with Agency on issues that may affect the ability of an Agency's employee to successfully complete the training program, including, but not limited to: academics, physical fitness, discipline, and/or requirements of the Arizona State Fire Marshal and Arizona Department of Health Services. Town will advise Agency, as soon as practical, when it appears that an Agency employee may be subject to being removed from a Town training program.

6. **AGENCY RESPONSIBILITIES:**

Agency agrees to be responsible for ensuring that their employees sent to Town premises or training locations pursuant to this Agreement meet the following minimum requirements to receive the training:

- 6.1 Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of exercise and physical ability necessary to participate and represents that, to the best of its knowledge, the health and physical condition of all

Agency employees participating is excellent and that they are capable of undertaking this training.

- 6.2 Agency warrants that all Agency employees participating in training are thoroughly familiar with the type of training being conducted and that their training and experience is sufficient to undertake this training.
- 6.3 Agency agrees that prior to receiving Town fire training services training or utilizing a Town facility for training, Agency employees must sign and submit an Assumption of Risk and Release Waiver Town of Gilbert Fire and Rescue Department Training Form, Exhibit B.
- 6.4 While on Town premises and at any other time or place during which Training Services or other activity pursuant to this Agreement is being conducted, Agency warrants their employees shall comply with all applicable United States Federal, State of Arizona, and local laws, statutes, and ordinances, and with all legal and applicable regulations or orders of any governmental department, board, bureau, or agency, including Town.
- 6.5 Agency will ensure that Agency's employees have required protective gear, uniforms, or other required equipment for the Training Services.
- 6.6 Necessary third-party agreements: Due to the variety of insurance, indemnification, background check requirements, etc., where training requires a separate Agreement to provide clinical rotations, such as in Paramedic Training, the Agency will be solely responsible for making sure their employees are covered under an agreement with the non-Town-owned training site location and the Agency.

For Paramedic Training clinical rotations, Town will provide the necessary academic instruction. Additionally, Town will assist and track students with the required record-keeping, which is reviewed weekly, to include patient assessment areas, skills completed, hours worked, student and preceptor evaluations, and documentation of all patient contacts. Town staff available to the students throughout the clinical training includes the Program Director, Clinical Coordinator, Program Coordinator, and any additional EMS staff assigned to the paramedic class. Student identification badges, access to electronic record-keeping, or paper records for the students to track all of the required hours, skills, and assessments to meet CAAHEP, CoAEMSP and AZDHS requirements will be provided by Town.

However, the insurance, indemnification, and decisions about agreeing to site-specific background checks and policies will be the responsibility of Agency, as evidenced through separate agreements.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years, or until terminated by formal act of the Parties. Agreement shall automatically renew for additional five (5) year terms under the same terms and conditions, including any adopted amendments in effect at the time of renewal.

2. Termination and Cancellation:

Either Party at their convenience, by written notice, may terminate this Agreement, in whole or in part, by providing thirty days (30) written notice to the other Party. If Agreement is terminated, the Agency will be liable under the provisions of this contract for services and materials rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

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

3. Entire Agreement; No Waiver; Amendment:

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement, even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

- 4. Health Insurance Portability and Accountability Act (HIPAA) of 1996:**
The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009 and accompanying regulations and will comply with all applicable HIPAA requirements in the performance of this Agreement. The Parties warrant that each will cooperate in the performance of performance of the Agreement so that the Parties will be in compliance with HIPAA.
- 5. Third-Party Beneficiary Clause:**
The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 6. Fund Appropriation Contingency:**
The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.
- 7. No Joint Venture:**
No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
- 8. Assignment and Delegation:**
Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.
- 9. Independent Contractor Status:**
To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of Town.
- 10. Workers' Compensation:**
To the extent required by law, and pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.
- 11. Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

12. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

13. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

15. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by A.R.S. § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the Town shall ensure that:

15.1 To the extent applicable by law, each subcontractor the Town uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214.

15.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by Agency.

15.3 To the extent applicable by law, Agency will have the legal right to inspect the papers of Town and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

16. Confidentiality and Data Security:

16.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Agency from Town in connection with this Agreement is confidential, proprietary information owned by Town. Except as

specifically provided in this Agreement, Agency will not disclose data generated in the performance of the Services to any third person without the prior written consent of Town.

- 16.2** Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Agency must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 16.3** In the event that data collected or obtained by the Agency in connection with this Agreement is believed to have been compromised, Agency will notify Town immediately. Agency agrees to reimburse Town for any costs incurred by Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 16.4** Agency agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by Agency. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 16.5** The obligations of Agency under this Section will survive the termination of this Agreement.

ARTICLE V. PAYMENTS

1. Payment and Fees:

Agency will pay the amount identified in the Fire Service Training Menu, Exhibit A, for each Agency employee that attends training. The Parties, by and through their respective Fire Chief, shall execute a separate written agreement for each training listing specific terms that Agency shall pay to Town for training that falls under the terms of this Agreement. Each such agreement shall be signed by both Parties prior to the start of training. If a training is not listed in the Fire Service Training Menu but is to take place at the Gilbert Public Safety Training Facility (“PSTF”), fees pursuant to the PSTF Fee Schedule¹ shall be included in the written agreement. If a training is not listed in the Fire Service Training Menu but is to take place at a different Town location, such fees shall be included in the written agreement. In establishing those fees, the Parties may consider the nature and duration of the training, additional expenses associated with participation by Agency, non-monetary contributions by the Agency in facilities, personnel, or equipment, and the

¹ Fees are subject to change in accordance with the notice requirements prescribed in A.R.S. § 9-499.15.

experience, value, and goodwill inherent in the Parties training together. The Fire Chief for Town, or their designee, has the discretion to waive—in whole or in part—applicable fees for Agency, if it is determined to be in the best interest of Town or in exchange for in-kind services, goods, or materials.

2. Invoicing:

Town will invoice Agency per training class under this Agreement. Agency shall remit all payments to Town within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received within five (5) days after the Due Date, Town may exercise its right to terminate this Agreement.

ARTICLE VI. INDEMNIFICATION

1. Indemnification and Claims Release:

1.1 The Agency acknowledges that participating in the Training Services is dangerous and includes inherent and hazardous risks, including, but not limited to: the risk of serious injury, illness, death, burns, dismemberment, or permanent disability to Agency or Agency's employees.

1.2 Indemnification:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), 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.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and mailed or delivered to the respective Parties as follows:

If to Gilbert:

Gilbert Fire and Rescue Department
Attn: Fire Chief

85 E. Civic Center Drive
Gilbert, Arizona 85296

If to Queen Creek:

Queen Creek Fire and Medical Department
Attn: Fire Chief
22358 S. Ellsworth Road
Queen Creek, Arizona 85142

Notice will be deemed received at the time it is personally served or ten (10) days after the notice is deposited in the United States mail. Either Party may change its mailing address or the contact information for the person to receive notice by notifying the other Party as provided herein.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

Town of Gilbert

Town of Queen Creek

Brigette Peterson, Mayor

Julia Wheatley, Mayor

ATTEST:

ATTEST:

Chaveli Herrera, Town Clerk

Maria Gonzalez, Town Clerk

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of Gilbert and has determined that this Agreement is in proper form and is within the powers and authority granted to Gilbert under the laws of the State of Arizona.

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of Queen Creek and has determined that this Agreement is in proper form and is within the powers and authority granted to Queen Creek under the laws of the State of Arizona.

Chris Payne, Town Attorney

Scott Holcomb, Town Attorney

**EXHIBIT A - FIRE SERVICE TRAINING
MENU**

Students who have taken the initial training class from the Gilbert Fire and Rescue Department will receive the corresponding continuing education classes, for that course, at no additional charge.

Aircraft Rescue Firefighter (ARFF) Certification Training	
Course Overview	Description
Scope	<p>Students will study a curriculum required pursuant to the Federal Aviation Administration (FAA) 139.319. Students will learn skills needed to safely perform at Sky Harbor International Airport to include but not limited to:</p> <p>Airport Familiarization, Aircraft Familiarization, Aircraft Rescue Fire Fighter (ARFF) Safety, Emergency Communications, Apparatus, Agents, Aircraft Evacuation, Tactics and Strategy, Adaptive Structure, Cargo – Hazards, Emergency Plan, Airport Movement Area, Drivers Training, Annual Live Burn, Annual Escort Badging.</p> <p>This training will utilize the Incident Management/Unified Command structure and provide structure for working with our Aviation Partners.</p>
Course Length	<p>2 Classroom Weeks, 80 Hours – M – F 0800 – 1700 2 additional driver training days – 0800 – 1700 Optional Live Burn Day (1 day per student) – 0800-1700</p>

Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are completed during the Live Burn Exercise and Drivers Training portion of the class.</p> <p>Students must complete a written examination at the end of the 80-hour course with a passing score of 75%.</p> <p>Engineers will be required to complete additional Drivers Training with the Drivers Training Captain at the end of the 80- hour course.</p> <p>Students will be required to complete a Live Burn Exercise at the end of the 80-hour course to become ARFF Certified.</p> <p>Students must attend 100% of the class, Live Burn and Drivers Training to be certified.</p>
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Cost	Base cost - \$1,340.00 Base cost with optional live burn - \$1,840.00
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EMT/Paramedic Recertification Training (CORE)	
Course Overview	Description
Overview	<p>This is a recertification course designed to meet State requirements for recertification of EMT's and Paramedic's.</p> <p>The EMCT is an individual who has been certified in Arizona as an Emergency Medical Technician and/or a Paramedic. The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. These individuals possess the complex knowledge and skills necessary to provide patient care and transportation.</p> <p>The Core program meets and exceeds the requirements set forth for recertification by national, state, local organizations for these individuals to provide the highest level of care to our community.</p> <p>The Core recertification program recertifies individuals through the American Heart Association, in Basic Life Support, Advanced Life Support and Pediatric Life Support.</p> <p>The Core recertification process provides individuals with the latest updates and resources from Gilbert Fire and Rescue Department Emergency Medical Services:</p> <p>Recertifying members in service delivery with a specialized educational approach geared towards meeting the needs of the communities we serve: Assists us with fielding questions, changes and issues from the field in a timelier manner; Aids with dealing any discrepancies or immediate needs/issues that must be addressed as soon as possible; Identify and respond to community needs that demand high level training and customer service.</p> <p>CORE is purposely scheduled to assist members with remaining certified while creating minimal impact on deployment and staffing.</p>

<p>Linked Target Capabilities</p>	<ul style="list-style-type: none"> ▪ EMS System- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care ▪ Research- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Workforce Safety and Wellness- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, and medical/legal and ethical issues to the provision of emergency care. ▪ Documentation- Applies fundamental knowledge of the EMS system, safety/well-being of the EMT/Paramedic, and medical/legal and ethical issues to the provision of emergency care. Review of the Documentation Tool Guide, Phoenix Fire Department Volume 12, and Phoenix Fire Department Treatment Guidelines. ▪ EMS System Communication- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Medical/Legal and Ethics- Applies fundamental knowledge of the EMS system, safety/well-being of the EMCT, medical/legal and ethical issues to the provision of emergency care. ▪ Anatomy and Physiology- Applies fundamental knowledge of the anatomy and function of all human systems to the practice of EMS. ▪ Medical Terminology- Uses foundational anatomical and medical terms and abbreviations in written and oral communication with colleagues and other health care professionals. ▪ Disease profiles and Pathophysiology- Applies fundamental knowledge of the pathophysiology of respiration and perfusion to patient assessment and management. ▪ Pharmacology- Applies fundamental knowledge of the medications that the EMCT may assist/administer to a patient during a medical emergency.
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	<ul style="list-style-type: none"> ▪ Airway Management/Respiration- Applies knowledge (fundamental depth, foundational breadth) of anatomy and physiology to patient assessment and management in order to ensure a patent airway, adequate mechanical ventilation, and respiration for patients of all ages. ▪ Patient Assessment- Applies scene information and patient assessment findings (scene size-up, primary and secondary assessment, patient history, reassessment) to guide emergency medical management. ▪ Medical Emergencies- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely ill patient with medical emergencies. ▪ Trauma/Shock- Applies fundamental knowledge to provide basic and advanced emergency care and transportation based on assessment findings for an acutely injured patient with traumatic emergencies. ▪ OB/GYN- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a patient with special needs in obstetrics and individuals with pregnancies. ▪ Pediatric and Neonatal emergencies- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for a pediatric patient, and patients with special needs. ▪ Geriatrics- Applies a fundamental knowledge of growth, development, aging and assessment findings to provide basic and advanced emergency care and transportation for the elderly/geriatric patient, and elderly patients with special needs.
Scope	<p>The EMCT is an allied health professional whose primary focus is to provide basic and advanced emergency medical care for critical and emergent patients who access the emergency medical system. This individual possesses the complex knowledge and skills necessary to provide patient care and transportation.</p>

	EMCT function as part of a comprehensive EMS response, under medical oversight. EMCT can perform interventions with the basic and advanced equipment with in their system. The EMCT is a link from the scene into the health care system.
Course Length	1 day, 8hrs. Held on Monday's and Friday's 0800-1700. Prerequisites must be completed prior to attending class.
Delivery Options	<ul style="list-style-type: none"> ▪ Complete: In a Classroom setting utilizing Video content, PowerPoint presentation and multiple skills application. ▪ Partial: Utilizing all AHA and CORE video content. Once completed, members will be tested on individual skills at battalion office in a small group setting. ▪ Train-the-Trainer: Required Prior: previous teaching experience, Instructor certifications and in good standing with in Gilbert Fire and Rescue Department. ▪ Skills Instructor: Follow another instructor for each skill and demonstrate a "Teach Back" at mastery level prior to becoming a skills instructor. ▪ Lead Instructor: Follow a lead instructor with classroom instruction and management. Upon following a lead instructor, the member will Lead the Core classroom with another lead, assisting the trainee to mastery.
Target Audience	Fire Service, Hazardous Materials, Law Enforcement, Emergency Medical Services, Public Works
Prerequisites	<ul style="list-style-type: none"> ▪ Current AZ DHS EMT certification ▪ Current AZ DHS Paramedic certification ▪ RN, PA and/or MD/DO ▪ Current: <ul style="list-style-type: none"> • American Heart Association (AHA) — BLS Health Care Provider certification AND (For Paramedic, RN, PA, MD and DO) • American Heart Association (AHA) — Advanced Life Support provider certification • American Heart Association (AHA) — Pediatric Life Support provider certification ▪ All AHA video modules completed with certificates. ▪ All state required CE's completed for EMT's and Paramedic's ▪ EMT- 24 CE hrs. ▪ Paramedic — 48 CE hrs.

Testing/Certification	<p>EMCT members, during the testing process, will demonstrate competence in a wide range of emergency care skills.</p> <p>Members will show competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient.</p> <p>Members will show competency in Pediatric, Adult and Geriatric patient management. The course will be geared towards a team based setting with advance and basic level practitioners.</p> <p>Members will take written exams covering all course objectives. Exams will be American Heart Association BLS, ACLS and PALS. A passing score of 80% must be obtained.</p> <p>Upon completion of Psychomotor skills and written testing, members must demonstrate that they have completed the required number of CE hours, a OHS application, class and AHA rosters, and AHA evaluation prior to recertification.</p>
Evaluation Strategy	<p>Practical Skills will be assessed through various skills worksheets for each medical scenario from American Heart Association.</p>
Instructor Certification and Qualification	<ul style="list-style-type: none"> ▪ 2 years as a EMT or Paramedic ▪ Good standing within EMS, Gilbert Fire and Rescue Department ▪ AZ OHS ▪ Understanding and knowledge of all Standing Guidelines, ▪ SOP's ▪ NREMT Skills Examiner instructor ▪ EDU 250 (from the College) ▪ Current: <ul style="list-style-type: none"> ▪ BLS instructor card ▪ ACLS instructor card
Cost	<p>\$200 per student</p>

Firefighter Recruit Training (14-16 Week Recruit Training Academy)	
Course Overview	Description
Overview	The Gilbert Fire and Rescue Department Recruit Training Academy is conducted over a minimum of 14-16 weeks with 550 hours of training and meets the requirements of the Regional Automatic Aid IGA.
Scope	<p>Over the course of the firefighter recruit academy the following skills will be covered:</p> <ul style="list-style-type: none"> ▪ Physical Fitness ▪ Peer Support ▪ EMS Training ▪ Haz Mat / Special Ops ▪ Vehicle Safety ▪ Fireground Skills <ul style="list-style-type: none"> ○ SCBA ○ Hose Lays ○ Search & Rescue ○ Ventilation ○ Forcible Entry ○ Hose Management ○ Ground Ladders ▪ Live Fire Training <ul style="list-style-type: none"> ○ Intro to Heat ○ Flashover ○ Functional Burns ○ Car Fires ▪ Ladder Functions <ul style="list-style-type: none"> ○ Extrication <ul style="list-style-type: none"> ○ Salvage & Overhaul ○ Commercial Ventilation ▪ Building Construction ▪ High Rise ▪ Fireground Survival ▪ Power & Hand Tools ▪ Communications ▪ Tactics ▪ Utilities ▪ Violent Incident Training ▪ Extinguishers ▪ Cancer Awareness & prevention ▪ Safety ▪ Professional Standards ▪ Firefighter Survival ▪ Urban Interface

	<ul style="list-style-type: none"> ▪ Mental Health / Peer Support
Course Length	14-16 weeks (dependent on Town Holidays) 550 Hours - M-F 0700-1600
Prerequisites	Arizona State EMT IAFF Certified CPAT CPR Certification: <ul style="list-style-type: none"> ▪ American Heart Association (AHA) - Health Care Provider ▪ American Red Cross (ARC) - CPR for the Professional Rescuer ▪ National Safety Council (NSC) – Equivalent Qualification
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills and abilities throughout the academy. At the end of the recruit training academy recruits that have not previously obtained Arizona State Firefighter 1 & 2 certification will be required to complete that testing process.</p> <p>The Arizona Center for Fire Service excellence administers the test including practical skills evaluations and a written exam. Upon completion of that exam, recruits will be Firefighter 1 & 2 certified. Upon completion of the recruit academy recruits become Probationary Firefighters and work under the supervision of a Field Training Officer for up to 9 months.</p>
Evaluation Strategy	Practical Skills will be assessed through skills evaluations via iPad and a training database. Results are shared with recruits.
Instructor Certification	The Gilbert Fire and Rescue Recruit Training Academy is taught by Regional Fire Captains and subject matter experts in not more than a 4 to 1 student/instructor ratio. It is recommended for instructors to obtain EDU250 from the MCCC and Fire Instructor 1 certification.
Cost	\$4,500 per recruit A participating City/Town shall supply one (1) Recruit Training Officer for the length of the academy per five (5) recruits.

Fire Inspector Training	
Course Overview	Description
Scope	<p>Over the course of the training program, candidates will learn the skills needed to perform a complete, holistic inspection from start to finish.</p> <p>They will also learn records and code research, how to create comprehensive inspection notices, conducting technical plan</p>

	review, customer service delivery skills, creating and maintaining inspection data reports and the citation process.
Course Length	16 weeks, 640 Hours - M-F 0730-1600
Testing	<p>Upon the completion of each chapter, a quiz will be administered. There will also be a mid-term exam and final exam during the didactic portion of the program.</p> <p>Minimum passing score for all quizzes and tests will be 80%.</p> <p>The field internship will be comprised of Pass/Fail practical skills stations.</p>
Cost	\$1500 per candidate

Hazardous Material Technical (HZM) Certification Training	
Course Overview	Description
Scope	<p>Over the course of the program, students will learn the skills needed to safely perform Hazardous Material Technician level response in accordance with OSHA CFR29 1910.120 and NFPA 472 & 1072.</p> <p>The objectives of the course are to teach participants:</p> <ul style="list-style-type: none"> ▪ to classify, identify, and verify known and unknown material by using field survey instruments and equipment; ▪ to select and use the proper chemical protective clothing provided to the hazardous materials Technician; ▪ to understand hazard and risk assessment techniques for Hazmat and CBRNE environments; ▪ to be able to perform advanced control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available; ▪ to develop incident action plans within the parameters of the incident command system.
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Prerequisite	Hazardous Materials First Responder Operations
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned.</p> <p>Students must complete a written examination at the conclusion of the following module with a passing score of 75%:</p> <ul style="list-style-type: none"> ▪ Chemistry

	<p>At the conclusion of the entire Hazardous Materials Technician program, students must complete a written examination covering all course objectives in accordance with IFSAC accreditation standards.</p> <p>A passing grade of 75%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.</p>
Cost	\$4500 per student

Initial Paramedic Training	
Course Overview	Description
Scope	Throughout the course of the Paramedic training program, the student will learn the knowledge and skills needed to safely and proficiently provide basic and advanced emergency medical care and transportation for critical and emergent patients who access the emergency medical system. Paramedics function as part of a comprehensive EMS response, under medical oversight. Paramedics can perform interventions with the basic and advanced equipment with in their system. The paramedic is a link from the scene into the health care system.
Course Length	10 Months, 1282 hours. Class meets Tuesday, Wednesday & Thursday 0900-1800
Testing/Certification	<p>Students will demonstrate competence in the following skills during testing: patient assessment/management of a trauma patient, patient assessment/management of a medical patient, assessment/management of cardiac arrhythmias, cardiac arrest management/AED utilization, basic and advance airway/ventilation management of an apneic patient, long bone fracture immobilization, joint dislocation immobilization, traction splinting, bleeding control/shock management, upper airway adjuncts and suction, bag-valve-mask ventilation with supplemental oxygen, and supplemental oxygen administration to a breathing patient. Students will show competency in Pediatric, Adult and Geriatric patient management.</p> <p>Students will take written, computer generated and skills examinations covering all course objectives. A passing score of 80% must be obtained.</p> <p>Upon successful completion of the Gilbert Fire and Rescue Department Paramedic Training Program, students are eligible to take the NREMT Psychomotor test and the NREMT CAT test.</p>

	<p>Upon successful completion of NREMT examinations, students receive their Arizona and National Paramedic certifications</p> <p>Additional Certifications awarded during paramedic training</p> <ul style="list-style-type: none"> ▪ Certificate of Completion from Phoenix College ▪ ACLS certification
Cost	\$5,000 Per Student

Technical Rescue Technician (TRT) Certification Training	
Course Overview	Description
Scope	<p>Over the course of the program, students will learn the skills needed to safely perform rescue operations in the following areas of expertise:</p> <ul style="list-style-type: none"> ▪ Rope Rescue ▪ Confined Space Search and Rescue ▪ Trench and Excavation Search and Rescue ▪ Structural Collapse ▪ Swiftwater Rescue ▪ Vehicle and Machinery Rescue ▪ Helicopter Rescue Operations <p>This training will utilize the Incident Management/Unified Command structure to assess a technical rescue hazard within the response area, identify the level of operational capability, and establish operational criteria.</p>
Course Length	5 Weeks, 200 Hours - M-F 0800-1700
Testing/Certification	<p>Students will be evaluated and tested on their knowledge, skills and abilities throughout the course. Skill and performance evaluations are included in the daily breakdown within the course pertaining to the skills being learned.</p> <p>Students must complete also a written examination at the conclusion of the following modules with a passing score of 80%:</p> <ul style="list-style-type: none"> ▪ Confined Space Rescue ▪ Trench Rescue ▪ Structural Collapse <p>In addition, at the conclusion of the entire Technical Rescue Technician program, students must complete a written examination covering all course objectives. A passing grade of 80%, as well as successful completion of all skill check-offs is required by each student in order to complete the course.</p>
Cost	\$4500 per student

EXHIBIT B - ASSUMPTION OF RISK AND RELEASE WAIVER

**ASSUMPTION OF RISK AND RELEASE WAIVER
TOWN OF GILBERT FIRE AND RESCUE DEPARTMENT TRAINING
THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND
BEFORE SIGNING**

I, _____, hereby agree as follows:

1. Risk of Activity. I understand that participation in training exercises (“Activities”) with the Town of Gilbert and its affiliated training vendors (“Town”), at the Town and or affiliated vendor locations (“Site(s)”) involves inherent risk of physical injury and illness associated with and arising out of my presence at the Site and participation in the Activities. I have made my own investigation of these risks and fully accept these risks. I am thoroughly familiar with the type of exercise and physical ability necessary to attempt the Training (as defined in the Agreement). I represent that—to the best of my knowledge—my health and physical condition are excellent and that I am physically capable of participating in the Training. I understand that the Training is dangerous and includes the risk of serious injury, burns, illness, death, or permanent disability. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the Town. I am knowingly and voluntarily participating in the Training with an understanding of the risks involved and hereby agree to accept and assume any and all risks of injury, illness, death, or permanent disability I incur, whether caused by the Town, or otherwise.
2. Waiver of Liability. I understand the Town is not responsible for any injury or loss I may suffer while participating in Activities at the Site. I hereby completely and unconditionally release and forever discharge Town, its officials, officers, employees, agents, and all other participants, from all injury, loss, damage, accident, delay, or expense, arising out of any Activities at the Site.
3. Health and Safety.
 - a. I have consulted with a medical doctor with regard to my personal medical needs. There are no health-related reasons or conditions precluding or restricting my participation in Activities at the Site.
 - b. I have arranged, through insurance, or otherwise, to meet any and all needs for payment of medical costs while I participate in Activities at the Site. I acknowledge and understand Town is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefrom. If I require medical treatment or hospital care during the Activities, Town is not responsible for the cost or quality of such treatment or care.

- c. Subject to medical decision-making capacity, I acknowledge and understand Town may, but is not obligated to, take any action it considers warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and release Town from any liability for any actions taken.
4. Standard of Conduct. I agree to comply with all Town's rules, standards, and instructions while a participant in Activities at the Site, including but not limited to, the Town of Gilbert Fire and Rescue Department Rules and Regulations, as amended. I waive and release all claims against Town for my failure to remain under the supervision of Town personnel or to comply with such rules, standards, and instructions.
5. Assumption of Risk and Release of Claims. Knowing the risks described above, and in consideration of being permitted to participate in Activities at the Site, I agree, on behalf of myself, family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in Activities at the Site. To the maximum extent permitted by law, I release and indemnify Town, its officials, officers, employees, and agents ("Releasees"), from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in Activities at the Site, including periods in transit to or from the Site.
6. INDEMNITY: I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS WAIVER, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD-PARTY RELATED TO MY PARTICIPATION IN THE TRAINING. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEAASEES, IN INSTANCES WHERE SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT I AND THE RELEASEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.
7. No Joint Venture: I understand that no term or provision in this Agreement or Waiver is intended to create a partnership, joint venture, or a agency arrangement between any of the Parties. I further understand that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement or Waiver. To the extent applicable by law, I will not be deemed to be the employee, agent, or servant of the Town. I understand that where I am included as a "student" that does not deem me to be an employee or agent of the Town.

- 8. Workers Compensation: For the purposes of workers' compensation coverage, the agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Waiver, shall be the agency solely liable for payment of all approved workers' compensation and related benefits.
- 9. If any one or more of the provisions in this Waiver are determined to be invalid, illegal, or unenforceable, it shall not affect any other provision of this Waiver, and this Waiver shall be construed as if such invalid provision had never been contained in this Waiver. In any legal action in connection with this Waiver, the exclusive venue shall be in the courts of Maricopa County, Arizona and this Waiver shall be construed in accordance with the laws of the State of Arizona.

I have carefully read this Waiver and sign it voluntarily. No representations, statements, inducements, oral or written, apart from the foregoing written statement, have been made. This Waiver shall become effective only upon receipt by Town and shall be governed by and construed in accordance with the laws of the State of Arizona including Town's Municipal Ordinances. Venue for any action relating to or arising out of this Waiver shall be in the Court for the Town and County of Maricopa.

Executed on this date: _____

By:_____

Individual Printed Name

Signature

Witness Printed Name

Signature

Name of Department or Agency



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 AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MESA FOR THE CONSTRUCTION OF A PORTION OF A NATURAL GAS MAIN AT THE INTERSECTION OF IRONWOOD ROAD AND GERMANN ROAD AS A PART OF THE ASLD INFRASTRUCTURE IMPROVEMENTS (CIP PROJECT NO. AR100) IN AN AMOUNT NOT TO EXCEED \$900,000 AND NECESSARY BUDGET ADJUSTMENTS.

DATE: May 3, 2023

Suggested Action:

To approve an Intergovernmental Agreement with the City of Mesa for the construction of a portion of a natural gas main at the intersection of Ironwood Road and Germann Road as a part of the ASLD Infrastructure Improvements (CIP Project No. AR100) in an amount not to exceed \$900,000 and necessary budget adjustments.

Relevant Council Goal(s):

Superior Infrastructure - Capital Improvement Program

Discussion:

The Town has begun construction of the ASLD Infrastructure Improvements to service the property owned by the Arizona State Land Department and LG located in the northeast section of the Town. As a part of this construction, the Town will be extending water and sewer infrastructure across Ironwood Road in several locations including at the intersection of Ironwood Road and Germann Road. The City of Mesa has requested that the Town include a small portion of gas main at the intersection of Ironwood Road and Germann Road for their use in the future. This installation will allow the City of Mesa to extend their gas system without having to dig through this intersection in the future.

The Town will make payments for the work and will be reimbursed for all expenses related to the gas line construction by the City of Mesa.

Pursuant to the agreement Queen Creek agrees to:

Provide gas line design services by contracting with an engineering consultant to design a permitted set of plans as part of the design of the Roadway Improvements for the Ironwood Drive and Germann Road Intersection and pay all associated fees and costs. The plans must be provided to the City of Mesa for review and comment prior to finalization.

Review Mesa's redline design comments to the plans for the Gas Line Extension and provide any comments to Mesa within 30 days of receipt.

Provide bidding, construction management and contract administration services, using a gas line

contractor from the City of Mesa Approved Gas Line Contractor List.

Prior to the award of any contract or change order relating to the Gas Line Extension, provide Mesa with a copy of the Guaranteed Maximum Price (GMP) or proposed change order for review prior to approval.

Notify in writing, the designated representative of Mesa of any additional change order requests related to the Gas Line Extension.

Upon awarding the contract to construct the Gas Line Extension, invoice Mesa for 50% of the projected costs.

Upon completion of the Gas Line Extension, invoice Mesa for all remaining costs for the Gas Line Extension.

Following final acceptance, transfer to Mesa all the utility facilities constructed as part of the Gas Line Extension, assign to Mesa all existing warranties related to the Gas Line Extension, provide equivalent easement rights for any portion of the Gas Line Extension falling outside of Mesa's current easement, and thereafter permit the Gas Line Extension facilities to remain within the roadway to allow for gas distribution service to end-users.

Pursuant to the agreement Mesa agrees to:

Designate the Town of Queen Creek as the lead agency for the bidding, construction, and construction management for the Gas Line Extension.

Furnish all materials and supplies, including 12" and 8" Steel Pipe, valves, and fittings required for the Gas Line Extension.

Provide the Town of Queen Creek with gas technical specifications, the City of Mesa Qualified Gas Line Contractor List, and review and comment on the design plans prepared by Queen Creek for the Gas Line Extension.

Respond to change order requests within five days of submittal of the change order request to Mesa.

Pay all costs incurred by Queen Creek related to: 1) Engineering costs, and if necessary, Mesa will pay all costs related to modification of the Gas Line Extension plans during construction; 2) Construction management and general inspection costs related to the Gas Line Extension, at the rate of 4% of the Gas Line Extension construction costs; and 3) Construction costs for the Gas Line Extension.

Pay all projected costs within thirty (30) calendar days of receipt of Queen Creek's invoice.

Inspect the Gas Line Extension for compliance with all Mesa procedures and Federal and State regulations relating to natural gas distribution system installation during construction and, for a period of two years following final acceptance of the Gas Line Inspection, hold Queen Creek harmless from all costs and claims to the extent related to or arising from Mesa's inspection and approval of the Gas Line Extension, unless such costs or claims are due to intentionally wrongful or grossly negligent actions or inactions by Queen Creek. Gas line inspection shall include but not be limited to materials handling, pipe joining inspection, trench inspection, bedding and shading materials inspection, compliance with City of Mesa gas line installation procedures and installation method called out on approved plans, compliance with gas line purging procedures and compliance with the City's Operations, Maintenance, Construction Practice and Emergency Response manual.

Own and operate the Gas Line Extension after final acceptance of the installation and all punch list items identified by Mesa and Queen Creek have been completed.

Fiscal Impact:

The FY 2022/23 CIP Budget includes the ASLD Infrastructure Improvements (CIP Project No. AR100),

and Delegation Resolution No. 1468-22 was approved for the project by the Town Council on March 1, 2023. The project budget does not include funding for the gas line extension and will require a budget adjustment of \$900,000 from the FY 2022/23 CIP Contingency to approve the IGA and add the additional work to the contracts for the project. The City of Mesa will reimburse the Town for 100% of the design, review, inspection, and construction costs for this additional work, therefore there is no fiscal impact to the Town.

Alternatives:

The Town Council may decide not to approve the IGA with the City of Mesa. The impact would require the City of Mesa to install the gas line at a later date causing additional traffic impacts in the area and potentially removing new improvements to the intersection.

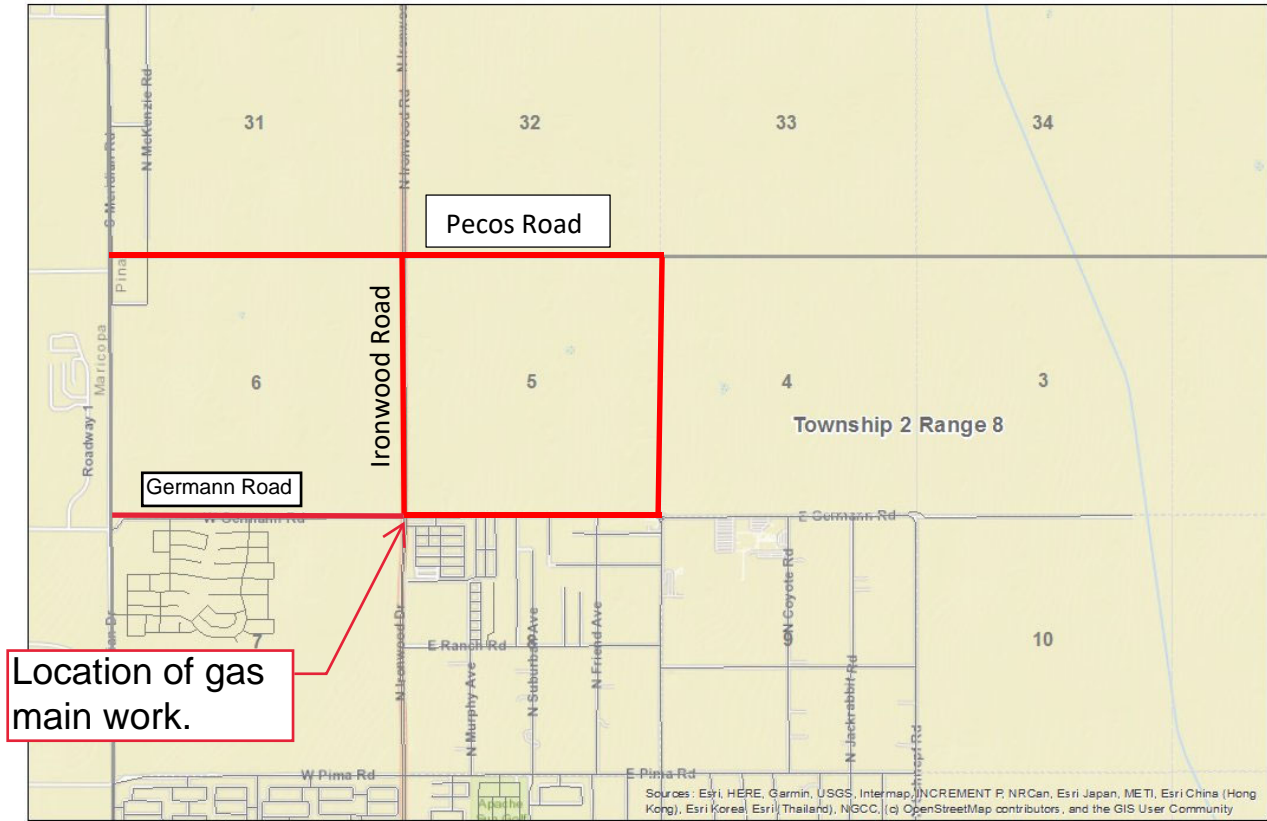
Attachment(s):

1. [Site Location Exhibit](#)
2. [Intergovernmental Agreement with the City of Mesa for a gas line installation](#)

SITE LOCATION MAP



Pinal County Assessor Parcel Viewer · Assessor Douglas J. Wolf



Location of gas main work.

Pinal County Assessor's Office
PO Box 709
31 N Pinal St
Florence, AZ 85132
520.866.3361
assessor@pinalcountyaz.gov

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

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

When recorded return to:
City of Mesa
Real Estate Services
P.O. Box 1466
Mesa, AZ 85211-1466

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF QUEEN CREEK AND THE CITY OF MESA
REGARDING GAS LINE INSTALLATION – NORTH IRONWOOD DRIVE AND EAST
GERMANN ROAD INTERSECTION**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____ 2023, (the “Effective Date”) by and between the Town of Queen Creek, an Arizona municipal corporation, (“Queen Creek”), and the City of Mesa, an Arizona municipal corporation (“Mesa”). Queen Creek and Mesa are sometimes collectively referred to as the “Parties” and each is referred to as a “Party.”

STATUTORY AUTHORIZATION

1. Arizona Revised Statutes (“A.R.S.”) §§ 11-951 et seq., provide that public agencies may enter into Intergovernmental Agreements for joint or cooperative action. Queen Creek and Mesa are authorized by A.R.S. § 9-240 to provide the services required under this Agreement; Mesa is additionally so authorized by A.R.S. § 9-276.

BACKGROUND

2. Mesa provides natural gas utility service in certain locations within the boundaries of Queen Creek. A private party has requested service to a new commercial customer in Queen Creek located north of the Ironwood Drive and Germann Road Intersection (the “Intersection”). In order to serve that customer, new gas lines would need to be installed in the Intersection, running from approximately 260 feet west of the Ironwood Drive monument line to 350 feet east of Ironwood Drive monument line, and extending approximately 130 feet north of the Germann Road monument line on Ironwood Drive (such lines shall be collectively referred to herein as, “the Gas Line Extension”). A depiction of the Gas Line Extension is attached as Exhibit “A”.
3. Mesa desires to construct the Gas Line Extension, but would not be prepared to do so prior to Queen Creek’s commencement of its planned roadway improvement project AR100 ASLD Infrastructure Improvements (the “Roadway Improvements”). Construction on the Roadway Improvements began on March 13, 2023 including the installation of new

pavement, sidewalk, curb and gutter and other items through the Intersection. If Mesa were to construct The Gas Line Extension after the completion of the Roadway Improvements, then that activity would disrupt the new Roadway Improvements, resulting in extra cost to Mesa and increased traffic impacts and inconvenience to the public.

4. For the foregoing reasons, the concurrent construction of both the Gas Line Extension and the Roadway Improvements will serve the best interests of the public.

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to identify and define the responsibilities of Queen Creek and Mesa for the design, construction, ownership, and cost of the proposed Gas Line Extension in association with the Roadway Improvements.

TERMS OF THE AGREEMENT

6. Queen Creek shall:

- 6.1 Provide gas line design services by contracting with an engineering consultant to design a permitted set of plans as part of the design of the Roadway Improvements for the Ironwood Drive and Germann Road Intersection and pay all associated fees and costs. The plans must be provided to Mesa for review and comment prior to finalization.
- 6.2 Review Mesa's redline design comments to the plans for the Gas Line Extension and provide any comments to Mesa within 30 days of receipt.
- 6.3 Provide bidding, construction management and contract administration services, using a gas line contractor from the City of Mesa Approved Gas Line Contractor List (and subject to Mesa's obligations set forth in Section 7 below), and pay all associated fees and costs for the construction of the Gas Line Extension excluding those items identified in sections 7.5 and 7.6. Administration services to include, but not be limited to, satisfying all Plan requirements, and obtaining any required permits.
- 6.4 Prior to the award of any contract or change order relating to the Gas Line Extension, provide Mesa with a copy of the GMP or proposed change order for review prior to approval.
- 6.5 Notify in writing, the designated representative of Mesa of any additional change order requests related to the Gas Line Extension. No change order related to the Gas Line Extension shall be approved without mutual agreement between Queen Creek and Mesa, provided however, that Mesa shall respond in a timely manner to such request in accordance with Section 7.4, so that the construction of the Gas Line Extension and Roadway Improvements is not delayed. Queen Creek shall

pay all fees associated with change order work for construction of the gas line as identified within this agreement and on the approved plans.

- 6.6 Upon awarding the contract to construct the Gas Line Extension, invoice Mesa for 50% of the projected costs specified in Section 7.5.
- 6.7 Review final design and construction costs with Mesa for concurrence prior to final invoicing for gas line costs.
- 6.8 Following final acceptance, transfer to Mesa all the utility facilities constructed as part of the Gas Line Extension, assign to Mesa all existing warranties related to the Gas Line Extension, provide equivalent easement rights for any portion of the Gas Line Extension falling outside of Mesa's current easement, and thereafter permit the Gas Line Extension facilities to remain within the roadway to allow for gas distribution service to end-users.

7. Mesa shall:

- 7.1 Designate Queen Creek as the lead agency for the bidding, construction, and construction management for the Gas Line Extension.
- 7.2 Furnish all materials and supplies, including 12" and 8" Steel Pipe, valves, and fittings required for the Gas Line Extension.
- 7.3 Provide Queen Creek with gas technical specifications, the City of Mesa Qualified Gas Line Contractor List, and review and comment on the design plans prepared by Queen Creek for the Gas Line Extension.
- 7.4 Respond to change order requests within five days of submittal of the change order request to Mesa pursuant to Section 6.5.
- 7.5 Pay all costs incurred by Queen Creek related to: 1) Engineering costs, and if necessary, Mesa will pay all costs related to modification of the Gas Line Extension plans during construction; 2) Construction management and general inspection costs related to the Gas Line Extension, at the rate of 4% of the Gas Line Extension construction costs; and 3) Construction costs for the Gas Line Extension.
- 7.6 Pay all projected costs set forth in Section 7.5 within thirty (30) calendar days of receipt of Queen Creek's invoice pursuant to Sections 6.6 and 6.7.
- 7.7 Inspect the Gas Line Extension for compliance with all Mesa procedures and Federal and State regulations relating to natural gas distribution system installation during construction and, for a period of two years following final acceptance of the Gas Line Inspection, hold Queen Creek harmless from all costs and claims to the extent related to or arising from Mesa's inspection and approval

of the Gas Line Extension, unless such costs or claims are due to intentionally wrongful or grossly negligent actions or inactions by Queen Creek. Gas line inspection shall include but not be limited to materials handling, pipe joining inspection, trench inspection, bedding and shading materials inspection, compliance with City of Mesa gas line installation procedures and installation method called out on approved plans, compliance with gas line purging procedures and compliance with the City's Operations, Maintenance, Construction Practice and Emergency Response manual.

- 7.8 Own and operate the Gas Line Extension after final acceptance of the installation and all punch list items identified by Mesa and Queen Creek have been completed.

8. General Provisions:

- 8.1 This Agreement contains the entire understanding between the Parties with respect to the subjects addressed and supersedes all prior negotiations and agreements.
- 8.2 This Agreement may be amended only by an instrument in writing signed by authorized representatives of the Parties.
- 8.3 The Parties are governmental agencies which rely upon the appropriation of funds by their respective governing bodies to satisfy their obligations. If a party reasonably determines that it does not have funds to meet its obligations under this Agreement, such party shall have the right to terminate this Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such a termination, such terminating party agrees to provide written notice of its intent to terminate 30 days prior to the termination date.
- 8.4 Nothing in this Agreement shall create a relationship of agency, partnership, or employer/employee between Mesa and Queen Creek, and it is the intent and desire of the parties that the relationship be and be construed as that of independent contracting parties and not as agents, partners, joint venturers, joint employers or a relationship of employer or employee.
- 8.5 This Agreement is solely for the benefit of the parties hereto and, except as aforesaid, no provision of this Agreement shall be deemed to convert any remedy, claim or right upon any third party, including any Assigned Employee or former employee of City or any participant or beneficiary in any benefit plan, program or arrangement.
- 8.6 If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the

provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

- 8.7 All notices, requests, instructions or other documents to be given hereunder to either party shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by facsimile or electronic mail or on receipt after dispatch by registered or certified mail, postage prepaid, addressed as follows:

If to City:

Beth Huning
City Engineer
City of Mesa
P.O. 1466
Mesa, AZ 85201
Fax: 480 644 3392
Beth.Huning@mesaaz.gov

With a copy to:

Mesa City Attorney's Office
City of Mesa
20 E. Main Street
Mesa, AZ 85201
Fax: 480 644 2498
Jack.Vincent@mesaaz.gov

If to Town:

Dave Lipinski
CIP Director
Town of Queen Creek
19715 South 220th Street
Queen Creek, AZ 85142
Dave.Lipinski@queencreekaz.gov

With a copy to:

Scott A. Holcomb
Town Attorney
1850 N. Central Avenue, #1400
Phoenix, AZ 85004
sholcomb@dickinsonwright.com

9. Indemnity

- 9.1 Queen Creek hereby agrees that, to the extent permitted by law, Queen Creek shall

defend, indemnify, and hold harmless Mesa, its departments, agencies, officers, employees, elected officials or agents, from and against all losses and expenses (including, without limitation, court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") to the extent such Liability results or arises out of this Agreement and Queen Creek's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property), provided, however, that such obligation shall not extend to Liability attributable to the negligent or willful acts or omissions of Mesa, its officers, employees, elected officials, agents, or anyone under Mesa's direction and control.

- 9.2 Mesa hereby agrees that, to the extent permitted by law, Mesa shall defend, indemnify, and hold harmless Queen Creek, its departments, agencies, officers, employees, elected officials or agents, from and against all losses and expenses (including, without limitation, court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") to the extent such Liability results or arises out of this Agreement and Mesa's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property), provided, however, that such obligation shall not extend to Liability attributable to the negligent or willful acts or omissions of Queen Creek, its officers, employees, elected officials, agents, or anyone under Queen Creek's direction and control.
- 10.** The Parties acknowledge that, due to the accelerated schedule of construction, the permits needed to place the Gas Line Extension have yet to be finalized. While Mesa does not anticipate an unreasonable delay in the issuance of these permits, Queen Creek agrees that any stoppage of work due to delayed permits will not require a change order or result in additional costs to be invoiced to Mesa.
- 11.** The term of this Agreement shall commence on the Effective Date and shall automatically terminate upon the issuance of a Letter of Acceptance for the Gas Line Extension from Mesa; provided, however, termination of this Agreement shall not affect or shorten any warranty obligations related to completed work, nor shall it terminate the permissions specified in Section 6.8. The Agreement may be terminated earlier by agreement of the Parties. If this Agreement terminates by other than expiration of its term or agreement of the Parties, Sections 6.8, 9.1, and 9.2 shall survive termination of the Agreement.
- 12.** Attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective Parties to enter into this Agreement.
- 13.** Pursuant to A.R.S. § 38-511, this Agreement may be cancelled.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective the date first written above.

TOWN OF QUEEN CREEK

Approved and Accepted By:

Mayor Date

Attest:

Town Clerk Date

APPROVAL OF QUEEN CREEK TOWN ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the Town of Queen Creek and the City of Mesa, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Scott A. Holcomb
Town Attorney

Date: _____

CITY OF MESA

Approved and Accepted By:

Christopher J Brady Date
City Manager

Attest:

City Clerk Date

APPROVAL OF MESA CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement, between the Town of Queen Creek and the City of Mesa, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the laws of the State of Arizona.

Jim Smith
City Attorney

Date: _____



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 THE AGREEMENT AMONG THE STATE OF ARIZONA, ACTING THROUGH THE ARIZONA DEPARTMENT OF WATER RESOURCES, THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT, AND THE TOWN OF QUEEN CREEK FOR THE PRESERVATION OF INTENTIONALLY CREATED SURPLUS AND AUTHORIZING THE MAYOR, THE TOWN MANAGER, THE TOWN CLERK, AND THE TOWN ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO NEGOTIATE, FINALIZE AND EXECUTE THE AGREEMENT TO EFFECTUATE THE TRANSACTION.

DATE: May 3, 2023

Suggested Action:

To approve the agreement among the State of Arizona, acting through the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Town of Queen Creek for the preservation of intentionally created surplus and authorizing the Mayor, the Town Manager, the Town Clerk, and the Town Attorney to take all actions necessary to negotiate, finalize and execute the Agreement to effectuate the transaction.

Relevant Council Goal(s):

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

Discussion:

See attached staff report

Attachment(s):

1. [Staff Report ICS Preservation Program Agreement \(Final\).pdf](#)
2. [ICS Preservation Agreement Final Draft Template v2.pdf](#)



Requesting Department
Finance

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 the agreement among the State of Arizona, acting through the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Town of Queen Creek for the preservation of intentionally created surplus and authorizing the Mayor, the Town Manager, the Town Clerk, and the Town Attorney to take all actions necessary to negotiate, finalize and execute the Agreement to effectuate the transaction.

DATE: May 3, 2023

Staff Recommendation:

Staff recommends approval of the agreement among the State of Arizona, acting through the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Town of Queen Creek for the preservation of intentionally created surplus and authorizing the Mayor, the Town Manager, the Town Clerk, and the Town Attorney to take all actions necessary to negotiate, finalize and execute the Agreement to effectuate the transaction.

Relevant Council Goal(s):



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

Proposed Motion:

Staff recommends motion to approve ICS Preservation Agreement as presented and authorize the Mayor, the Town Manager, the Town Clerk, and the Town Attorney to take all actions necessary to negotiate, finalize and execute the Agreement to effectuate the transaction.

Discussion:

The Colorado River Basin faces challenges as reservoir elevations at Lake Mead and Lake Powell are at historic lows. The federal government and basin states have been working toward actions to protect the reservoirs. On November 16, 2022, the Town received a solicitation from the Arizona Department of Water Resources (ADWR) and Central Arizona Water Conservation District (CAWCD) regarding the 2023 Intentionally Created Surplus (ICS) Preservation Program. The purpose of this program is to enable CAWCD to retain approximately 80,000 AF of ICS water in Lake Mead that would otherwise be released in 2023 to satisfy mitigation obligations under the Arizona DCP NIA Mitigation Agreement.

The 2023 ICS Preservation Program is a voluntary program. Eligible participants include Central Arizona Project (CAP) subcontractors and contractors for Municipal and Industrial (M&I), Non-Indian Agriculture Phase 1 (NIA) or Indian Priority CAP water. Program funding will come from ADWR and CAWCD (state funding). This is a one-year term agreement at \$330 per acre-foot conserved water. Participants are required to submit a modified water order to CAWCD reducing their approved 2023 water deliveries. Disbursement of funds will occur as a single payment after a conservation agreement is executed and CAWCD has approved the modified water order.

The Town's NIA water and M&I water are eligible for the program. In 2021, the Town acquired NIA water through a \$8.2M WIFA loan providing up to 4,162 AF of water per year. The Town also receives 495 AF per year of M&I water.

While all of the water resources Queen Creek has worked diligently to develop are critical to satisfy the future water needs of its residents and water customers, Queen Creek's participation in the program helps aid Arizona in efforts to conserve Colorado River water for future use, including by Queen Creek residents and customers. At this time, the Town Council is being asked to approve the ICS Preservation Agreement. The agreement has been reviewed by the Town Attorney and the Town's water counsel.

Fiscal Impact:

The Town's 2023 program eligible transferrable quantity is 3,122 AF of NIA water and 495 AF of M&I water for a total of 3,617 AF. Within 60 calendar days of receipt of the amended water order, CAWCD will pay the Town \$330 per AF of conserved water for a total of \$1.2M. Even though the Town would conserve 3,617 AF of water through the program, the Town is still required to pay capital charges on all transferrable water. Capital charges for the 3,617 AF is estimated at \$192K. The net ICS program compensation would be \$1M.

There is a budget savings to the Town by participating in the ICS preservation program. The Town would not have CAP wheeling expenses associated with transferring the 3,617 AF of water which provides a budget savings. The budget savings, net of \$20 AF of Queen

Creek Irrigation District (QCID) revenue, is □0.8M.

The Town planned to use the NIA water allocation to reduce CAGR D costs for post 2004 customers estimated at □600K. The Town would apply a portion of the compensation received from the ICS Preservation Program to reduce CAGR D costs for post 2004 customers. The NIA water allocation to reduce CAGR D costs would change from an assessment savings on the property tax bill to a credit on the utility bill or refund.

Below is a table detailing the 2023 ICS Preservation Program compensation and budget savings. The total value of this transaction to the Town is □1.8M. By applying a portion of the compensation received from the ICS Preservation Program to reduce CAGR D costs for post 2004 customers, the total compensation / budget savings remaining is □1.2M.

2023 ICS Preservation Program	
<i>Description</i>	<i>Amount</i>
2023 ICS Program Compensation (net of □53 AF CAP Capital Charges)	□1.0M
Budget Savings (net of □20 AF QCID Revenue)	□0.8M
CAGR D Fees Reduction for Post 2004 Customers	(□0.6M)
Total	\$1.2M

Alternatives:

Without approval of the agreement, the Town will not be able to participate in the program.

Attachments:

- 1) ICS Preservation Agreement

_____ ICS PRESERVATION AGREEMENT

AGREEMENT AMONG THE STATE OF ARIZONA, ACTING THROUGH THE ARIZONA DEPARTMENT OF WATER RESOURCES, THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT, AND THE TOWN OF QUEEN CREEK, ARIZONA, SUBCONTRACTOR FOR THE PRESERVATION OF INTENTIONALLY CREATED SURPLUS

1. **PREAMBLE.** THIS AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2023 by and between the State of Arizona, acting through the Arizona Department of Water Resources (“ADWR”); the Central Arizona Water Conservation District (“CAWCD”); and the Town of Queen Creek, Arizona, (“Subcontractor”), each referred to individually as a “Party” and collectively as the “Parties.”

2. **EXPLANATORY RECITALS.**

2.1 WHEREAS, in 2007, the Secretary of the United States Department of the Interior (“Secretary”), adopted a Record of Decision: the Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead (“2007 Guidelines”), to among other things, provide incentives and tools for the storage of water in Lake Mead and for Lake Mead elevation-dependent shortages;

2.2 WHEREAS, the 2007 Guidelines incentivized water storage in Lake Mead by permitting certain contractors, including CAWCD, to retain water in Lake Mead and obtain credits for the retained water as Intentionally Created Surplus (“ICS”). Since the adoption of the 2007 Guidelines, CAWCD has created and retained ICS in Lake Mead. ICS storage has helped support Lake Mead elevations and has played a role in preserving a water asset in Lake Mead for later use by the creating entities;

2.3 WHEREAS, in 2019 the Lower Division States entered into a Lower Basin Drought Contingency Plan Agreement (“DCP”) that further incentivized conservation and storage in Lake Mead and established elevation-dependent contributions to Lake Mead’s sustainability, including required contributions by each Lower Basin State. Federal legislation, the Colorado River Drought Contingency Plan Act, Pub. L. No. 116-14 (2019) directed the Secretary to implement a number of agreements, including specifically an agreement applicable in the Lower Basin that implemented a Lower Basin Drought Contingency Operations rule set known as the “LBOps;”

2.4 WHEREAS, pursuant to the DCP, ADWR and CAWCD entered into an Agreement for the Mitigation of Reductions to Non-Indian Agriculture (“NIA”) Priority CAP Water Under the Drought Contingency Plan (“NIA Mitigation Agreement”). The NIA Mitigation Agreement obligates CAWCD to use ICS water to mitigate some of the impacts of DCP water reductions. But as Lake Mead elevations continue to decline, ADWR and CAWCD believe it is important to seek voluntary compensated reductions in CAP Water deliveries from Subcontractors to preserve and retain ICS to help support Lake Mead elevations and preserve the ICS asset for future use;

_____ ICS PRESERVATION AGREEMENT

2.5 WHEREAS, ADWR and CAWCD have developed a 2023 ICS Preservation Program with the goal of retaining up to 80,000 acre-feet of ICS in Lake Mead;

2.6 WHEREAS, ADWR and CAWCD intend to enter into a joint funding agreement to coordinate jointly funding the costs of the 2023 ICS Preservation Program;

2.7 WHEREAS, the Parties desire to enter into an agreement to preserve ICS in Lake Mead that would otherwise be released in 2023 to satisfy mitigation obligations under the NIA Mitigation Agreement.

2.8 WHEREAS, the United States is willing to approve this Agreement pursuant to the foregoing authorities and Federal reclamation law.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

3. **TERM.**

3.1 This Agreement shall be effective upon execution by all Parties and approval by the Secretary. This Agreement shall terminate on December 31, 2023.

4. **ICS PRESERVATION AGREEMENT.**

4.1 Within 30 calendar days of execution of this Agreement, Subcontractor shall submit to CAWCD an amended CAP water order reducing its existing water order for calendar year 2023 by _____ acre-feet (“Conserved Water Amount”).

4.2 CAWCD will reduce its planned release of ICS in 2023 by an amount equal to the Conserved Water Amount. The Parties agree that the water conserved under this Agreement will reduce releases of ICS water for mitigation purposes from Lake Mead and will be retained in Lake Mead in 2023 to help sustain Lake Mead water elevations.

4.3 Within 60 calendar days of receipt of Subcontractor’s amended water order, CAWCD will pay Subcontractor \$330.00 per acre-foot of conserved water for a total of \$_____ (“Compensation”).

4.4 CAWCD shall not bill Subcontractor, and Subcontractor shall be relieved of its obligation to pay, for CAP fixed operation, maintenance and repair (“OM&R”) and energy charges for the total Conserved Water Amount identified in Section 4.1 herein.

4.5 In the unanticipated and unforeseen event Subcontractor takes more water than was ordered for 2023 under the amended water order, (accounting for the Conserved Water Amount), thereby reducing the amount of water conserved and paid for by ADWR and CAWCD, Subcontractor agrees to reimburse ADWR and CAWCD for the Compensation and pay the CAP Fixed OM&R and energy rate for the water taken in excess of the amended water order within 30 calendar days of receipt of a bill for collection from CAWCD.

4.6 CAWCD retains discretion to use the retained ICS in any year other than 2023 consistent with the provisions of the 2007 Guidelines, the DCP, or applicable law.

5. **GENERAL TERMS.**

5.1 Amendment, Modifications, and/or Supplement. This Agreement may be amended, modified, or supplemented only by the written, signed agreement of all Parties, subject to approval by the Secretary.

5.2 Notices. Any notice, demand, or request authorized or required by this Agreement shall be in writing and shall be deemed to be duly given if emailed, delivered, or mailed first class to the following addresses:

If to ADWR:

Arizona Department of Water Resources
Attn: Director
P.O. Box 36020
Phoenix, AZ 85067
Email: tbuschatzke@azwater.gov

With copy to:

Ayesha Vohra
Deputy Chief Counsel
P.O. Box 36020
Phoenix, AZ 85067
Email: avohra@azwater.gov

If to CAWCD:

Central Arizona Water Conservation District
Attn: General Manager
P.O. Box 43020
Phoenix, AZ 85080-3020

With copy to:

Jay Johnson
General Counsel
Central Arizona Water Conservation District
Attn: General Manager
P.O. Box 43020
Phoenix, AZ 85080-3020
Email: jjohnson@cap-az.com

If to Subcontractor:

Town Manager
Town of Queen Creek
22358 South Ellsworth Road
Queen Creek, Arizona 85142
e-mail: bruce.gardner@queencreekaz.gov

With a copy to:

Scott A. Holcomb
Town Attorney
Dickinson Wright, PLLC
1850 N. Central Avenue, Suite 1400
Phoenix, Arizona 85004
(602) 285-5028
e-mail: SHolcomb@dickinsonwright.com

The Parties agree that for purposes of complying with this Section that electronic mail is acceptable. A Party may update its contact information in this Section without need to amend this Agreement by providing Notice to the Parties consistent with this Section.

5.3 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together constitute only one Agreement.

5.4 Binding Effect and Limited Assignment.

5.4.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and excludes and supersedes any other oral or written agreements, undertakings or commitments of the Parties relating to the subject matter of this Agreement.

5.4.2 Notwithstanding the foregoing, nothing in this Agreement shall amend any provision of, or contravene or diminish the rights or obligations of any party under (i) the contract Between the United States and the Central Arizona Water Conservation District for Delivery of Water and Repayment of Costs of the Central Arizona Project, Contract No. 14-06-W-245, Amendment No. 1, dated December 1, 1988, as it may be amended and supplemented, (ii) the Stipulated Judgment and the Stipulation for Judgment (including any exhibits to those documents) entered on November 21, 2007, in the United States District Court for the District of Arizona in the consolidated civil action styled *Central Arizona Water Conservation District v. United States, et al.*, and numbered CIV 95-625-TUC-WDB (EHC) and CIV 95-1720-PHX-EHC, (iii) the Central Arizona Project System Use Agreement Between the United States and the Central Arizona Water Conservation District, Agreement No. 17-XX-30-W0622 (Feb. 2, 2017), (iv) any long-term contract or subcontract for delivery of a CAP Water entitlement, or other agreement which predates this Agreement. This Agreement shall not be considered to be an interpretation of the intent or

understanding of the Parties as to such long-term contracts, subcontracts, or other agreements, the provisions of which will control in the case of any conflict with this Agreement.

5.4.3 The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties. No assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by all Parties and approved by the Secretary.

5.4.4 Nothing in this Agreement is intended to change, diminish, or abrogate the authority of the Secretary under applicable Federal law, regulations, or the Consolidated Decree of the Supreme Court of the United States in the case of *Arizona v. California*, et al., entered March 27, 2006, (547 U.S. 150 (2006)), or as it may be further modified.

5.5 Conflict of Interest. The Parties to this Agreement are hereby notified of and acknowledge A.R.S. § 38-511 regarding cancellation for conflict of interest.

5.6 Governing Law and Venue. This Agreement shall be interpreted, governed by, and construed under applicable Federal law and any relevant provisions of Arizona state law. In case of conflict between Federal law and Arizona state law, Federal law controls. To the extent permissible under the Federal Rules of Civil Procedure and other applicable Federal authority, venue for adjudication of any disputes under this Agreement shall be in appropriate Federal Court.

5.7 Availability of Funds. Every payment obligation of ADWR or the State of Arizona under this Agreement, if any, is conditioned upon the availability of funds continuing to be appropriated or allocated for payment of such obligation. If funds are not allocated and available for payment of such obligation, no liability shall accrue to ADWR or the State of Arizona, and neither ADWR nor the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of non-availability of funds.

5.8 Dispute Resolution.

5.8.1 The Parties shall meet and confer in good faith to resolve any dispute that may arise under this Agreement.

5.8.2 Should the Parties be unable to resolve such dispute after meeting to try to resolve the dispute, any Party may file an action in any court of competent jurisdiction to seek specific performance of any obligation, provision, or term of condition set forth in this Agreement. The Parties agree to engage in any alternative dispute resolution procedures authorized or required by their statutes, regulations and court rules, including but not limited to, 5 U.S.C. § 575 and A.R.S. §§ 12-133 and 12-1518.

5.8.3 Monetary damages, other than through specific performance of any obligation under this Agreement, shall not be available as a remedy for any dispute under this Agreement.

5.9 Recitals. The Explanatory Recitals are incorporated and made a part hereof as if fully set forth herein.

5.10 Severability. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

5.11 Records Retention. Pursuant to A.R.S. § 35-214, Subcontractor agrees to retain all data, books, and other records (“records”) relating to this Agreement for a period of five years after the termination of this Agreement. All records shall be subject to inspection and audit by the Parties at reasonable times. Upon request, Subcontractor shall provide the Parties with any or all such records.

5.12 Equal Opportunity/Non-Discrimination. The Parties agree to comply with all applicable Federal or state laws relating to equal opportunity and non-discrimination.

SIGNATURES BEGIN ON NEXT PAGE

_____ ICS PRESERVATION AGREEMENT

Approved as to form:

**CENTRAL ARIZONA WATER
CONSERVATION DISTRICT**

By: _____
Jay M. Johnson
General Counsel

By: _____
Brenda Burman
General Manager

Approved as to form:

**THE STATE OF ARIZONA ACTING
THROUGH THE DIRECTOR OF THE
ARIZONA DEPARTMENT OF WATER
RESOURCES**

By: _____
Ayesha Vohra
Deputy Chief Counsel

By: _____
Thomas Buschatzke
Director

_____ **ICS PRESERVATION AGREEMENT**

SUBCONTRACTOR

TOWN OF QUEEN CREEK, ARIZONA

By: _____
Julia Wheatley
Its: Mayor

Attest:

Maria Gonzalez
Title: Town Clerk

Approved as to Form:

Scott A. Holcomb, Town Attorney

APPROVAL OF THE UNITED STATES:

The foregoing Agreement between the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Town of Queen Creek, Arizona, is hereby approved.

THE UNITED STATES OF AMERICA

By: _____

Jacklynn L. Gould, P.E.
Regional Director
Interior Region 8: Lower Colorado Basin
Bureau of Reclamation



TOWN OF
QUEEN CREEK
ARIZONA

8.1

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

**FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR, JENNIFER LINDLEY,
DOWNTOWN DEVELOPMENT MANAGER**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1520-23
APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH
CHELSEA UNITED GROUP, LLC FOR THE PROPOSED DEVELOPMENT OF THE
HOMWOOD SUITES ON THE 2.43 ACRES LOCATED ON THE SWC OF ELLSWORTH
AND RITTENHOUSE ROADS; AND AUTHORIZING THE MAYOR, TOWN MANAGER,
TOWN ATTORNEY AND TOWN CLERK TO TAKE ALL ACTIONS NECESSARY TO
NEGOTIATE, FINALIZE, EXECUTE, AND IMPLEMENT THE AMENDMENT.**

DATE: May 3, 2023

Suggested Action:

Move to approve Resolution 1520-23 approving the First Amendment to the Development Agreement with Chelsea United Group for the 2.43 acres located on the SWC of Ellsworth and Rittenhouse roads and authorizing the Mayor, Town Manager, Town Attorney and Town Clerk to take all actions necessary to negotiate, finalize, execute, and implement the Amendment.

Relevant Council Goal(s):

- Secure Future: Land Use/Economic Development. Generate more economic synergy with the Town Center, enhance the sense of place, and attract additional investment through implementation of the Town Center Plan.

Discussion:

As directed by Town Council on February 9, 2021, staff issued the Request for Proposals (“RFP”) for Site 1 in the Town Center on September 21, 2021. The RFP was issued and open for 60 days. Four proposals were submitted for the Town’s consideration. After review of the proposals, the Town Council directed staff to enter into exclusive negotiations with HD Management, LLC for the negotiation of purchase and development agreements for a hotel.

The purchase and development agreements approved on June 1, 2022 outlined the terms for the purchase of the property. The general terms include:

1. Purchase price: \$1,910,213 (or \$17.98 SF).
2. Closing costs will be shared equally by the Town and the Buyer/Developer
3. Buyer will construct at least five stories and not fewer than 125 rooms branded Homewood Suites by Hilton.
4. Construction will commence by March 2023, completion by June.
5. The Agreements would be assigned to Chelsea United Group, LLC.

Due to a variety of factors, including parking constraints, material cost increases, complexities in regards to fifth floor design and construction, and long lead times for building materials, the amendment to the purchase and development agreements was requested and approved on October 5, 2022. The amendment outlined:

1. Developer will Construct a four-story hotel and not fewer than 124 rooms
2. Developer shall commence construction of the hotel on or before April 31, 2023 and complete construction of the hotel on or before July 31, 2024 (a 1-month extension).

In addition, this amendment recognized and approved the contemplated assignment to Chelsea United Group, LLC as the Buyer and incorporates changes into the Development Agreement related to the height of the building and the number of rooms. All other terms of the Purchase Agreement (as previously amended) are reaffirmed.

The First Amendment to Development Agreement, before you this evening, will recognize and approve the revised dates for the project's groundbreaking and grand opening with construction commencing by July 2023 and completion and grand opening by November 2024. The requested amendment is due to economic factors related to financing and construction material lead times.

Alternatives:

1. Direct staff to change one of more of the terms outlined in the Development Agreement and Purchase Agreement.

Attachment(s):

1. [Resolution 1520-23](#)
2. [Copy of the First Amendment to Development](#)

RESOLUTION 1520-23

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND CHELSEA UNITED GROUP, LLC FOR THE PROPOSED DEVELOPMENT OF THE HOMEWOOD SUITES ON 2.43 ACRES LOCATED ON THE SOUTHWEST CORNER OF ELLSWORTH AND RITTENHOUSE ROADS; AND AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN ATTORNEY AND TOWN TO TAKE ALL ACTIONS NECESSARY TO NEGOTIATE, FINALIZE, EXECUTE, AND IMPLEMENT THE AMENDMENT.

WHEREAS, A.R.S. 9-500.05 authorizes the Town to enter into development agreements relating to property in the Town of Queen Creek; and,

WHEREAS, the Town and Chelsea United Group, LLC (“Developer”) entered into a Development Agreement for the construction of a hotel on the 2.43 acres located on the SWC of Ellsworth and Rittenhouse roads; and,

WHEREAS, the Common Council have determined that entering into the attached First Amendment to the Development Agreement is in the best interest of the Town..

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

Section 1: The First Amendment to Development Agreement attached hereto as Exhibit A is hereby approved.

Section 2: That the Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to do all acts to negotiate, finalize, execute and implement the First Amendment to the Development Agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 3rd day of May 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Julia Wheatley, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Bruce Gardner, Town Manager

Scott Holcomb, Town Attorney

WHEN RECORDED RETURN TO:

Town of Queen Creek
Attn: Town Clerk
22358 S Ellsworth Road
Queen Creek, Arizona 85142

=====
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
=====

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**First Amendment**”) is dated to be effective as of May __, 2023 (the “**First Amendment Effective Date**”), by and between TOWN OF QUEEN CREEK, ARIZONA, an Arizona municipal corporation (the “**Town**”), and CHELSEA UNITED GROUP, LLC, an Arizona limited liability company (“**Developer**”). Town and Developer are sometimes referred to in this Agreement collectively as the “**Parties**,” or each individually as a “**Party**.”

RECITALS

1. **Recitals.** As background to this Agreement, the Parties recite, state and acknowledge the following, each of which is a material term that is included within this Amendment.

A. Town and Developer are parties to a Development Agreement dated as of October 21, 2022, and recorded in the Official Records of the Maricopa County Recorder (“**Official Records**”) on October 24, 2022, as Instrument No. 20220795724 (the “**Agreement**”). Capitalized terms not otherwise defined in this First Amendment will have the meaning set forth in the Agreement.

B. Developer has determined that certain timelines originally presented in the Agreement were too restrictive and has requested brief extensions for commencement and completion of the Hotel. Town has determined that the requested extensions are reasonable and have no material, adverse effect on the Project or the benefits to be conferred upon Town. The Parties now desire to modify the Agreement in the manner set forth in this First Amendment.

2. **Agreements.** In consideration of the mutual covenants and agreements contained in this First Amendment, Town and Developer agree as follows:

A. **Section 4.2** of the Agreement is deleted in its entirety and is replaced with the following:

4.2. Hotel. Developer will construct the Hotel (together with all complementary improvements included in the Plans) on the Property as follows:

(a) The Hotel will be designed and constructed at Developer's sole cost and expense, subject in all events to all required and applicable approvals by Town.

(b) Developer will construct the Hotel in accordance with the Plans for the Hotel.

(c) Developer shall cause Commencement of Construction of the Hotel to occur on or before July 31, 2023.

(d) Construction of the Hotel will be undertaken only by contractors licensed and bonded in the State of Arizona.

(e) Developer shall cause Completion of Construction of the Hotel to occur on or before November 30, 2024.

(f) Developer shall cause the Grand Opening of the Hotel to occur no later than November 30, 2024. "**Grand Opening**" shall mean that the Hotel is generally open for business to the public for unrestricted lodging and related hospitality services seven days a week.

3. No Modification; Inconsistencies. Except as otherwise expressly modified in this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

4. Counterparts. This First Amendment may be executed in counterparts, and then transmitted by the Parties by portable document format (.pdf), facsimile or similar electronic means, or by delivery and exchange of original documents, each of which will be deemed an original but all of which together will constitute one and the same instrument.

5. Signatures. The Parties have executed and delivered this First Amendment to be effective as of the First Amendment Effective Date.

[Signatures of the Parties appear on following two (2) pages]

SIGNATURE PAGE TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

TOWN

TOWN OF QUEEN CREEK, ARIZONA, an
Arizona municipal corporation

By: _____
Its: _____

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ the _____ of the Town of Queen Creek, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of Town.

Notary Public

My commission expires:

SIGNATURE PAGE TO FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

DEVELOPER

CHELSEA UNITED GROUP, LLC, an Arizona limited liability company,

By: _____
Nirav Patel, Manager

By: _____
Gunvant Patel, Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Nirav Patel and Gunvant Patel, the Managers of CHELSEA UNITED GROUP, LLC, an Arizona limited liability company, who acknowledged that they signed the foregoing instrument on behalf of Developer.

Notary Public

My commission expires:



TOWN OF
QUEEN CREEK
ARIZONA

8.J

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: RANDY BRICE, CHIEF OF POLICE

RE: CONSIDERATION AND POSSIBLE ADOPTION OF ORDINANCE 811-23, AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, REPEALING CHAPTER 18, ARTICLE 18-3 ALARM SYSTEMS, REPLACING IT WITH A NEW ARTICLE 4-5 IN CHAPTER 4, POLICE DEPARTMENT; DECLARING A PUBLIC RECORD; PROVIDING PENALTIES FOR EXCESSIVE FALSE ALARMS AND OTHER VIOLATIONS; AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DATE: May 3, 2023

Suggested Action:

To adopt Ordinance 811-23, an ordinance of the Mayor and Common Council of the Town of Queen Creek, Arizona, repealing Chapter 18, Article 18-3 Alarm Systems, replacing it with a new Article 4-5 in Chapter 4, Police Department; declaring a public record; providing penalties for excessive false alarms and other violations; and repealing conflicting ordinances and resolutions.

Relevant Council Goal(s):

Safe Community (Public Safety)

Discussion:

Since the launch of the police department, QCPD and the Town Attorney have been reviewing the Town Code. During that time, we have discovered several areas of the Code that is inadequate for efficient, effective, and responsive community law enforcement by the QCPD. Some necessary code provisions are non-existent, and others need updating, reorganization, coordination and/or simplification.

The proposed Code revision involves the repeal of Chapter 18, Fire Prevention and Protection, Article 18-3, Alarm Systems and adding a new Article 4-5 in Chapter 4, Police Department. These changes will provide a more efficient, effective, and responsive service to the Town and its residents.

Over the past year, we have seen more than 700 false alarms. Response to these locations has resulted in almost 2,000 staff hours with an estimated opportunity cost of over \$75,000. These False Alarms create unnecessary expenses, wastes Town resources, and divert QPCD personnel from other public safety duties.

As such QCPD has identified reasonable changes to the existing Alarm Systems Code to more effectively address the problems caused by False Alarms and encourage Alarm System users to properly use and maintain the operational effectiveness of Alarm Systems to better reduce or

eliminate False Alarms.

Some of the significant changes or additions include:

Permitting

- No permit fee is required
- A permit would be required for each alarm system
- A separate permit would be required if an alarm system is protecting two or more structures having different addresses or tenants
- Permits would allow the Town to gather needed information for account/site administration, proper response/assessment of alarm activation, reduction/management of false alarms, etc.
- Annual renewal would be required
- Outstanding fees, fines, or assessments may result in permit revocation, and/or denial of renewal.
- Changes in user/account information are required to be submitted within a prescribed time period
- Permits are not transferable

Better Define User Responsibilities

- Comply with the alarm permit requirements.
- Maintain the premises and the Alarm System in a method that will reduce or eliminate False Alarms.
- Respond or arrange for a response to the premises of an activated alarm/security system by a responsible representative within thirty (30) minutes of any public safety personnel request. The responding person should have access to the premises and the code to reset the alarm/security system
- Not use Automatic Dialing Devices (updated definition).
- Not activate an alarm for any reason other than an occurrence of an event that the Alarm System was intended to report.
- Adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an Alarm Site will sound for no longer than fifteen (15) minutes after being activated.
- Maintain a set of written operating instructions for each Alarm System at each Alarm Site.
- Provide the alarm administrator with current contact information (i.e., name, address, telephone number) for a primary and secondary responder who can be notified when an alarm system signal is activated.
- Provide instruction to all persons who are authorized to place the alarm system into operation in the appropriate method of operation.

Better Define Alarm Business Responsibilities

- Maintain Arizona State Certification or Registration
- Install the Alarm System in a manner that provides detailed zone and detector information.
- Ensure that all Alarm Users of Alarm Systems equipped with a duress, holdup, robbery or panic alarm are given adequate training.
- Provide new customers with instructions on where/how to register for an Alarm User Permit.
- Designate an alarm response manager (ARM) who will act as the point of contact for the alarm administrator and shall have the authority to act on alarm concerns in accordance with the requirements of this Article.
- Not install, support, or use Automatic Dialing Devices.
- Not install, support, or use a device to activate a holdup, robbery, duress or panic alarm, which is a single action, non-recessed button.
- Monitor Alarm Systems in compliance with specific parameters.
- Maintain records for a period of at least one year.

Create an Alarm Administrator and define their duties

- Manage the manner, form, and telephone numbers for the communication of Alarm Dispatch Requests
- Manage the process for cancellation of Alarm Dispatch Requests
- Manage Alarm Dispatch Requests
- Manage the process for False Alarm determination and notification
- Provide Town Code information to alarm users/businesses
- Manage the permit process
- Manage the appeal process
- Manage the false alarm awareness class
- Manage the requirements listed in the alarm user/business sections

The update also outlines assessment penalties, prohibited acts, enforcement, and the appeals process.

The Code revisions will be effective 30 days after the Ordinance adoption.

Alternatives:

1. The Town Council could choose not to adopt the Code revisions.
2. The Town Council could direct staff to change or modify the proposed modifications.

Attachment(s):

1. [4860-9417-6863 v3 QC Alarm Code Revision Article 4-5 Exhibit A.docx](#)
2. [4882-1740-3999 v5 Article 4-5 Alarm System Ordinance.docx](#)

ORDINANCE 811-23 Exhibit A
Queen Creek Town Code Chapter 4, POLICE DEPARTMENT,
Article 4-5, Alarm Systems

4-5-1 Definitions

“Alarm Administrator” means a person or persons designated by the Town of Queen Creek to administer, control, and review False Alarm reduction efforts and administer the provisions of this Article.

“Alarm Business” means the business, by an individual, partnership, corporation, or other entity, of selling, leasing, servicing, repairing, altering, replacing, moving, installing, or monitoring an Alarm System, devices or services. This does not include persons doing installation or repair work where such work is performed without compensation of any kind (i.e., “do-it-yourselfers”).

“Alarm Dispatch Request” means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

“Alarm Monitoring” means the process by which an Alarm Business receives signals from an Alarm System and relays an Alarm Dispatch Request to the municipality for the purpose of summoning a Responder Public Safety Response to the Alarm Site.

“Alarm Permit” means written authorization issued by the Alarm Administrator to an Alarm User to operate an Alarm System and registration of the Alarm System with the Town.

“Alarm Response Manager (ARM)” means a natural person designated by an Alarm Business who will act as the point of contact for the Alarm Administrator and shall have authority on behalf of the Alarm User to act on alarm concerns in accordance with the requirements of this Article.

“Alarm Site” means a single fixed location served by an Alarm System or systems. Each unit, if served by a separate Alarm System in a multi-unit building or complex, shall be considered a separate Alarm Site.

“Alarm System” means a device or series of devices which emit or transmit a remote or local audible, visual or electronic signal indicating an alarm condition and intended to summon a Public Safety Response, including Local Alarm Systems.

“Alarm User” means any person (owner, manager, etc.) who has responsibility for or primary control of an Alarm Site.

“ANSI/SIA Control Panel Standard CP-01” means the ANSI - American National Standard Institute approved Security Industry Association - SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for Alarm System control panels and their associated arming and disarming devices to reduce the incidence of False Alarms. Control panels built and tested to this standard by Underwriters Laboratories (UL), or other nationally recognized testing organizations, will be marked to state: “Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction”.

“Automatic Dialing Device” means any device or service capable of (1) automatically selecting a public safety or emergency services telephone line and producing any prerecorded message, signal, or otherwise maintaining an open line without a direct person-to-person communication; or (2) preventing termination of a call by public safety or emergency services.

“Cancellation” means the process where response is terminated when an Alarm Business for the Alarm Site notifies the Police Department that there is not a situation at the Alarm Site requiring public safety response.

“Duress Alarm” means a silent Alarm System signal generated by pressing a button or entering a designated code into an arming station in order to signal that the Alarm User is being forced to turn off the system and resulting in a request for Public Safety Response.. False Alarm” means an Alarm Dispatch Request to the Police Department, when the responding officer finds no evidence of a criminal offense, attempted criminal offense, or other emergency, after having completed an investigation of the Alarm Site.

“Holdup/Robbery Alarm” means an Alarm System signal generated by the manual activation of a device intended to signal a robbery in progress.

“Keyholder” means an individual capable of reaching and having access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

“Local Alarm System” means any Alarm System, which is not monitored, that annunciates an alarm only at the Alarm Site.

“Panic Alarm” means an audible Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring public safety response.

“Person” means an individual, corporation, partnership, association, organization or similar entity.

“Owner” means any person who owns the premises or Alarm Site in which an Alarm System is installed or the person or persons who lease, operate, occupy or manage the premises or Alarm Site.

“Public Safety Response” means a response to an Alarm Dispatch Request by the Town’s Police Department, Fire Department, and/or other agencies that may be assisting them.

“Responder” means a person or entity that responds to confirm that an attempted or actual crime or other emergency has occurred at an Alarm Site.

“Runaway Alarm” means an Alarm System that produces repeated alarm activations that do not appear to be caused by separate human action. Law enforcement may, in its discretion, discontinue Public Safety Responses to alarm activations from what appears to be a Runaway Alarm.

“Unregistered Alarm Site” means a site that has not complied with a jurisdiction’s registration requirements as defined in section 4-5-4.

“Violation Year” means a rolling or trailing calendar of 365 days after the first incidence of a False Alarm.

“Zones” means the capability of an Alarm System to separate and report incidents or alarms by area. (Example: Zone 1 – Front Door Contact; Zone 2 – Front Entry Motion Detector).

4-5-2 Purpose: Scope and Application

- A. The purpose of this Article is to encourage Alarm Users to properly use and maintain the operational effectiveness of Alarm Systems in order to improve the reliability of Alarm Systems and reduce or eliminate False Alarms.
- B. This Article authorizes the Town Police Department to govern burglary, panic, duress, hold-up, robbery, and other similar Alarm Systems. This Article requires permits, establishes assessments and penalties, provides for revocation of permits, and provides penalties for violations.
- C. This Article applies to all Alarm Businesses, Alarm Sites, and Alarm Users located or operating in the Town. This Article also applies to all Persons who have installed (Do It Yourself or DIY) and/or monitor their own Alarm System (Monitor It Yourself or MIY) unless expressly exempted.

4-5-3 Exemptions

- A. This Article shall not apply to an Alarm System installed on a motor vehicle or a boat unless the alarm is permanently located at a site or is connected to an Alarm Monitoring Business.

- B. An Alarm User which is a federal, state, county, or municipal government entity shall be subject to this Article but shall not be subject to revocation or payment of additional fees or the imposition of any penalty provided herein.
- C. This Article does not govern calls made directly to the emergency communications center by residents, guests or business occupants. This Article shall apply only to calls made to the emergency call center by contracted third parties not physically present at the Alarm Site.
- D. This Article does not apply to Personal Emergency Response System Alarms (PERS) installed at the residence of a person, monitored by an Alarm Business, and designed only to permit the person to signal the occurrence of a medical or personal emergency so that the business may dispatch appropriate aid; it is not part of a burglar Alarm System or fire Alarm System.
- E. This Article does not apply to audible smoke detectors or other fire Alarm Systems.

4-5-4 Permit Registration Required; Application; Transferability

- A. No Alarm User shall operate, or cause to be operated, an Alarm System at its Alarm Site without a valid Alarm Permit being registered.
- B. A separate Alarm Permit registration is required for each Alarm System.
- C. If an Alarm User has an Alarm System protecting two or more separate structures having different addresses or tenants, a separate permit shall be required for each structure or tenant.
- D. The application for an Alarm Permit shall be made on a form approved by the Alarm Administrator.
- E. The Alarm Permit applicant shall designate a responsible individual on behalf of the Alarm User
- F. Alarm Permit registration is free of charge to all Alarm Users.
- G. An Alarm User's Alarm Permit shall be available within the Alarm Site for inspection by the Alarm Administrator.
- H. An Alarm User shall inform the Alarm Administrator of any change that alters any of the information listed on the Alarm Permit registration application within fifteen (15) calendar days of such change.
- I. Alarm Permits are not transferable from one Alarm User to another Alarm User or from one Alarm Site to another Alarm Site.
- J. All fees and assessments owed by an Alarm Permit applicant must be paid before an Alarm Permit may be issued or renewed.

4-5-5 Permit Duration; Renewal

- A. Alarm permits are valid for one year from registration.
- B. The Alarm Administrator shall notify each Alarm User of the need to renew at least thirty (30) calendar days prior to the expiration of the Alarm Permit.
- C. It is the responsibility of the Alarm User to submit an application prior to the Alarm Permit expiration date. Failure to renew will cause the Alarm Site to be classified as an-Unregistered Alarm Site and citations and penalties may be assessed.

4-5-6 Permit Revocation

- A. If after receipt of written notification from the Alarm Administrator, the Alarm User fails to pay the False Alarm assessment or other applicable fees within the time period indicated on the invoice, the Alarm Administrator may summarily revoke the Alarm Permit.

- B. An Alarm User whose Alarm Permit has been revoked shall be given written notification by mail or email within five (5) business days.
 - 1. Notice shall be considered issued on the date the notice is mailed or emailed to the Alarm User at the address listed on the Alarm Permit application or to an alternate address previously provided by the Alarm User to the Alarm Administrator.
 - 2. The Alarm User must discontinue the use of the Alarm System within seven (7) calendar days from the date of notice.
 - 3. The revocation notice shall also include information on the Alarm User's right to appeal the revocation.
- C. An Alarm User whose Alarm Permit has been revoked may have the Alarm Permit reinstated by the Alarm Administrator upon resolution and payment of all outstanding fees and assessments owed to the Town in relation to the Alarm Permit.
- D. An Alarm User that continues to use an Alarm System without an Alarm permit may be assessed additional fees, fines and assessments as provided in this Article and Chapter 9.

4-5-7 Alarm User; Duties

- A. The Alarm User shall:
 - 1. Comply with the Alarm Permit requirements in Sections 4-5-4 through 4-5-6.
 - 2. Maintain the Alarm Unit and the Alarm System in a method that will reduce or eliminate False Alarms.
 - 3. Respond or arrange for a response to the Alarm Unit of an activated Alarm System by a responsible representative within thirty (30) minutes of any Public Safety Personnel request. The responding person should have access to the premises and the code to reset the alarm/security system
 - 4. Not use Automatic Dialing Devices.
 - 5. Not activate an alarm for any reason other than an occurrence of an event that the Alarm System was intended to report.
 - 6. Adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an Alarm Site will sound for no longer than fifteen (15) minutes after being activated.
 - 7. Maintain a set of written operating instructions for each Alarm System at each Alarm Site.
 - 8. Provide the Alarm Administrator with current contact information (i.e., name, address, telephone number) for a primary and secondary Responder who can be notified when an Alarm System signal is activated.
 - 9. Provide instruction to all persons who are authorized to place the Alarm System into operation in the appropriate method of operation.

4-5-8 Alarm Business; Duties

- A. Each Alarm Business shall:
 - 1. Maintain Arizona State Certification or Registration as described by A.R.S. § 32-121, and furnish proof of current certification or registration to the Alarm Administrator upon request.
 - 2. Install each Alarm System in a manner compatible with the environment and within the manufacturer's specified parameters of the devices.

- a. Connect and program the detectors in the Alarm System to report detailed zone and detector information on the type and location of each device.
 - b. Use only ANSI/SIA CP-01 listed alarm control panels on all new installations and panel replacements or upgrades.
3. Take reasonable measures to prevent the occurrence of False Alarms.
4. At a minimum, provide written instructions to each of its Alarm Users in the proper use and operation of their Alarm Systems. Such instructions will specifically include all instructions necessary to turn the Alarm System on and off (arm and disarm) and how to cancel an alarm.
5. Ensure that all Alarm Users of Alarm Systems equipped with a duress, holdup, robbery or panic alarm are given adequate training.
6. Provide new customers with a summarized copy of this Article and instructions on where/how to register for an Alarm User Permit.
7. Provide written information on how to obtain service from the Alarm Business for the Alarm System.
8. Maintain current records of all Alarm System locations and provide the Alarm Administrator with current contact information (name, address, and telephone number) for:
 - A. Alarm Users;
 - B. An alternative representative (designated by the Alarm User) to be notified when the Alarm System is activated.
10. Designate an alarm response manager (ARM) who will act as the point of contact for the Alarm Administrator.
11. Not install, support, or use Automatic Dialing Devices.
12. Not install, support, or use a device to activate a holdup, robbery, duress or panic alarm, which is a single action, non-recessed button.
13. Notify the Alarm Administrator if the Alarm Business takes over responsibility for Alarm System accounts from another person and provide details as may be reasonably requested by the Alarm Administrator.
14. In order to terminate responsibility for an Alarm System, the alarm business shall promptly notify the Alarm Administrator in writing if the alarm business ceases to lease, rent, maintain, service or monitor an Alarm System. This notice shall be sent within ten (10) calendar days of the change in circumstances.
15. Monitor Alarm Systems in compliance with the following:
 - a. Communicate alarm signals, alarm dispatch requests, and cancellations to the police department in a manner and form determined by the Alarm Administrator.
 - b. Request alarm response using public safety telephone numbers designated by the Alarm Administrator.
 - c. Arrange for the Alarm User, or the Alarm User's designated representative to go to the premises of an activated Alarm System within thirty (30) minutes to assist the police Responder in determining the reason for activation and securing the Alarm Site premises.
 - d. Communicate any available information related to the Alarm Dispatch Request, including:
 - 1) Alarm Permit registration number.
 - 2) Nature of the alarm (i.e., burglary, robbery, panic, duress, silent or, audible).

- 3) Specific location of all alarm signals (interior or perimeter, north, south, front, back, floor, etc.).
 - 4) Advise if the Alarm User or the Keyholder is on the way to the Alarm Site with their estimated time of arrival (ETA) and description of vehicle.
 - 5) Alarm Business operator name and I.D. number.
 - 6) Alarm Business telephone call back number.
 - 7) Alarm Business license number (License number assigned by the Alarm Administrator).
- e. If the Public Safety Responder departs the Alarm Site prior to the arrival of the Alarm User or the Alarm User's designated responsible representative; the user or representative may report their arrival at the Alarm Site (and their subsequent inspection of the Alarm Site) by telephonic notification to the police department. If this requirement is not met and police are unable to determine the reason for the activation, such activation shall be deemed a False Alarm.
 - f. If unable to contact the Alarm User, or the Alarm User's designated representative, at the time of the activation, the Alarm Business will attempt to contact/notify the Alarm User or Representative within 24 hours via mail, fax, telephone or other electronic means when an Alarm Dispatch Request is made.
16. Maintain for a period of at least one year from the date of the alarm dispatch request, records relating to alarm dispatch requests. Records must include the name, address and telephone number of the Alarm User, the Alarm System zone(s) activated, and the time of alarm dispatch request. The Alarm Administrator may request copies of such records for individually named Alarm Users. This information shall be provided within fifteen (15) calendar days of receiving the request.
 17. Disconnect services within seven (7) calendar days after receiving notification by the Alarm Administrator that an Alarm User's permit has been revoked.

4-5-9 Alarm Administrator; Duties

- A. The Alarm Administrator shall:
 1. Designate a manner, form, and telephone numbers for the communication of Alarm Dispatch Requests.
 2. Establish a procedure to accept cancellation of Alarm Dispatch Requests.
 3. Establish a procedure to record such information on Alarm Dispatch Requests necessary to permit the Alarm Administrator to maintain records.
 4. Establish a procedure for the notification to the Alarm User of a False Alarm.
 5. Make a copy of this Article and/or an Article summary sheet available to the Alarm User.
 6. Upon receipt of a completed Alarm Permit application form for an Alarm User, the Alarm Administrator shall register the applicant unless the applicant has:
 - a. Failed to pay a fee or assessment applied under this Article; or
 - b. Had an Alarm Permit for the Alarm Site suspended or revoked, and the violation causing the suspension or revocation has not been corrected.
 7. Notify the Alarm User in writing after each billable False Alarm. The notification shall include:
 - a. The dates for all false occurrences; and
 - b. The amount of the False Alarm assessment for the False Alarm.

- c. Notice that the Alarm User can attend Alarm User awareness class to waive a fee or assessment (if applicable)
- d. Description of the appeals procedure available to the Alarm User.

4-5-10 False Alarms; Notifications; Assessments

- A. Any Alarm System which has three (3) or more False Alarms within a Violation Year shall be considered excessive and constitute a public nuisance. The Alarm User shall be subject to a False Alarm assessment as provided in this Section.
- B. Newly installed or activated Alarm Systems shall not be subject to the provisions of this Section relating to the counting and assessment of False Alarms for a period of fifteen (15) calendar days from the date the Alarm System becomes operational. The grace period provided in this subsection shall apply only if the Alarm User can provide evidence of such new installation and/or activation.
- C. Upon recording three or more False Alarms, the Alarm Administrator shall notify the Alarm User in writing by mail and/or electronic mail. This notification shall contain:
 - 1. The dates for all false occurrences; and
 - 2. The amount of the False Alarm assessment for the False Alarm.
 - 3. Notice of the right of appeal under this Article.
 - 4. Due date for assessment payment.
- D. To defray the cost of responding to False Alarms and to discourage repeat False Alarms, the Alarm User shall be subject to a False Alarm assessment, depending on the number of False Alarms within a Violation Year. The Alarm User shall be responsible for the immediate payment of all fees and assessments to the Town. False alarm assessments are based upon the following schedule:

False Alarm	Assessment
1 st and 2 nd False Alarm	\$0.00
3 rd False Alarm	\$50.00
4 th False Alarm	\$100.00
5 th False Alarm	\$150.00
6 th False Alarm	\$200.00
7 th False Alarm	\$250.00
8 th False Alarm	\$300.00
9 th False Alarm	\$350.00
10 th False Alarm and any subsequent False Alarm thereafter	\$400.00

- E. An Alarm User may have the option of attending an Alarm User awareness class in lieu of paying one prescribed assessment during the Violation Year.
- F. False Alarms 1 thru 10 are not subject to civil or criminal penalties as specified in Chapter 9, Article 21, Section 2. If an Alarm User has eleven (11) or more False Alarms in a Violation Year, each subsequent violation will be considered unlawful and subject to civil or criminal penalties (as specified in Chapter 9, Article 21, Section 2) in addition to the specified assessment).
- G. The Alarm Administrator may adjust the count of False Alarms based on:
 - 1. Evidence that a False Alarm was caused by an Act of God.
 - 2. Evidence that a False Alarm was caused by action of the telephone or other utility provider.

- 3. Evidence demonstrating cancellation of an alarm dispatch request occurred prior to law enforcement arrival at the Alarm Site.
 - 4. Evidence of a runaway alarm where police response was discontinued.
- H. In addition to a False Alarm assessment, an administrative action assessment will be applied to any Alarm User that does not have a current or valid Alarm Permit and has a False Alarm at their Alarm Site. The Alarm User shall be responsible for the immediate payment of fees and assessments to the Town. Unregistered Alarm Site assessments are based upon the following schedule:

Unregistered Alarm Site	Assessment
1 st False Alarm	\$0.00
2 nd False Alarm	\$50.00
3 rd False Alarm	\$100.00
4 th False Alarm	\$150.00
5 th False Alarm	\$200.00
6 th False Alarm	\$250.00
7 th False Alarm	\$300.00
8 th False Alarm	\$350.00
9 th False Alarm and any subsequent False Alarm thereafter	\$400.00

- I. No Alarm Permit/Registration violations 1 thru 9 are not subject to civil or criminal penalties (as specified in Chapter 9, Article 21, Section 2). If an Alarm User has ten (10) or more Unregistered Alarm Site violations/assessments in a Violation Year, each subsequent violation will be considered unlawful and subject to civil or criminal penalties (as specified in Chapter 9, Article 21, Section 2) in addition to the specified assessment.
- J. Additional fees may be applied to any late payments.
- K. Additional services charges may be applied to all fees and assessments.
- L. Fees and assessments shall be paid to the Town within thirty (30) calendar days from the date of the invoice. After 120 calendar days, all unpaid fees and assessments shall be sent to collections, and possible revocation of permit may be considered.
- M. In addition to these remedies, the Town may also bring an action in the appropriate court for an injunction to prohibit use of the Alarm System with all costs of such suit assessed to the Alarm User.

4-5-11 Appeals

- A. If the Alarm Administrator assesses a fee or denies the issuance, renewal or reinstatement of an alarm registration, the Alarm Administrator shall send written notice of the action and a statement of the right to an appeal to either the affected applicant or Alarm User.
- B. The Alarm User or permit applicant may appeal the decision of the Alarm Administrator to a designated hearing officer using the following process:
 - 1. File a written request setting forth the reasons for appeal within fifteen (15) calendar days after notification of the Alarm Administrator's action/decision.
 - 2. The request for an appeal shall set forth the specific objections to the Alarm Administrator's decision which forms the basis of the appeal.
 - 3. The hearing officer shall set a time and place for the hearing as soon as practicable.

4. The decision of the hearing officer shall be based upon the evidence presented and shall either:
 - a. Affirm the decision of the Alarm Administrator, in which case any fee, assessment, or permit revocation imposed pursuant to this decision shall be sustained; or
 - b. Reverse the decision of the Alarm Administrator, in whole or part, in which case no False Alarm assessment shall be imposed.
 5. Filing of a request for appeal shall stay the initial action by the Alarm Administrator of revoking an Alarm Permit or requiring payment of a False Alarm assessment, until the hearing officer has completed the review.
 6. If a request for appeal is not made within fifteen (15) calendar days, the Alarm User shall be deemed to have waived their right to any further review or hearing, and the action of the Alarm Administrator will be final.
- C. Citations related to civil or criminal violations will not be managed by this process. Any hearing related to these offenses will be managed by the assigned court of jurisdiction.

4-5-12 Prohibited Acts

- A. It shall be unlawful for any person to intentionally activate any Alarm System for any reason other than to warn of an actual emergency. This section shall not apply to the testing of Alarm Systems when the testing is done in accordance with the prescribed guidelines set by the Alarm Administrator and only after the Alarm Administrator has been given advance notice of such testing.
- B. It shall be unlawful for an Alarm User to allow an audible alarm to sound in excess of fifteen (15) minutes under any circumstance.
- C. Within five (5) business days from the issuance of the final determination of assessment pursuant to this Article for the tenth False Alarm within a Violation Year, it shall be unlawful to operate the Alarm System in such a manner that results in any subsequent False Alarms.
- D. Within five (5) business days from the issuance of the final determination of assessment pursuant to this Article for the ninth Unregistered Alarm Site violation within a Violation Year, it shall be unlawful to operate the Alarm System without an Alarm Permit registration.
- E. It shall be unlawful to install, maintain, or use an Automatic Dialing Device.
- F. Violation of any other provision of this Article that is not otherwise designated as a public nuisance or administrative action.

4-5-13 Confidentiality

- A. Except as otherwise provided in section (B) below, all information contained in and gathered through the alarm registration applications, records relating to alarm dispatch requests, and applications for appeals shall be held in confidence by all employees or representatives of the Town and by any third-party administrator or employees of a third-party administrator with access to such information.
- B. Town representatives may disclose:
 1. The name and address of the Alarm User and the amount of delinquent, unpaid fees, service charges, or assessments to a private collection agency with a written agreement with the town.

2. The name and address of the Alarm User, and the Alarm Permit number to the Alarm Business that monitors the Alarm System.
3. Information regarding an Alarm User to a designated hearing officer or authorized Public Safety personnel.

4-5-14 Government Immunity; Liability

- A. The Town shall not be liable for any failure to respond to an Alarm System signal notification. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained.
- B. If the Town finds it necessary to revoke an Alarm Permit, which results in discontinued use of an Alarm System, the Town shall incur no liability.
- C. Alarm permitting and registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, on the part of the Town or its Public Safety personnel to respond.
- D. By applying for an Alarm Permit, the Alarm User acknowledges that Public Safety Response may be influenced by factors such as: the availability of Public Safety units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, and prior response history.

4-5-15 Penalties

- A. Assessments related to False Alarms and no Unregistered Alarm Site violations are outlined in Section 4-5-10.
- B. Except as otherwise specifically provided in this Article, Town Code or in State Statute, any person who fails to comply with requirements of this Article, or violates any of their provisions, is guilty of a Civil Offense.
- C. Chapter 9, Article 21, Section 2, applies to violations of this Article.

ORDINANCE NO. 811-23

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, REPEALING CHAPTER 18, ARTICLE 18-3 ALARM SYSTEMS, REPLACING IT WITH A NEW ARTICLE 4-5 IN CHAPTER 4, POLICE DEPARTMENT; DECLARING A PUBLIC RECORD; PROVIDING PENALTIES FOR EXCESSIVE FALSE ALARMS AND OTHER VIOLATIONS; AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the Town of Queen Creek, Arizona (“Town”), established its own Queen Creek Police Department (“QCPD”) which launched January 11, 2022, replacing the Maricopa County Sherriff’s Department; and

WHEREAS, the QCPD has the responsibility for responding to alarms generated by alarm systems (“Alarm Systems”) in the Town requiring responses by the QCPD; and

WHEREAS, there are a significant and growing number of false alarms being received by the QCPD (“False Alarms”); and

WHEREAS, responding to False Alarms creates unnecessary expenses for the Town, wastes Town and particularly QCPD resources, and diverts QPCD personal from other public safety duties; and

WHEREAS, QCPD has identified reasonable changes to the existing Town Code Chapter 18, Article 18-3 Alarm Systems to more effectively address the problems caused by False Alarms and encourage Alarm System users to properly use and maintain the operational effectiveness of Alarm Systems in order to improve the reliability of Alarm Systems and reduce or eliminate False Alarms; and

WHEREAS, it is advantageous to the Town and its residents to implement the changes to Town Code provisions related to Alarm Systems and to move them to Chapter 4, Police Department; and

WHEREAS, A.R.S. § 9-802 allows provisions of a code and/or public records to be adopted by reference.

BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, as follows:

Section 1: The attached Exhibit A, Queen Creek Town Code Chapter 18, FIRE PREVENTION AND PROTECTION, Article 4-5, ALARM SYSTEMS, is hereby declared to be a public record.

Section 2: The current Queen Creek Town Code Chapter 18, FIRE PREVENTION AND PROTECTION, Article 18-3, ALARM SYSTEMS, by repealing it and replacing the current Article 18-3 with the attached Exhibit A. The current assessment

schedule and other penalties in Article 18-3 will remain in effect until the assessments and penalties in the new Article 4-5 become effective.

Section 3: The revised Queen Creek Town Code Chapter 4, POLICE DEPARTMENT, Article 4-5, ALARM SYSTEMS, adopted by this Ordinance includes the following penalties:

4-5-10 False Alarms; Notifications; Assessments

- A. Any Alarm System which has three (3) or more False Alarms within a Violation Year shall be considered excessive and constitute a public nuisance. The Alarm User shall be subject to a False Alarm assessment as provided in this Section.
- B. Newly installed or activated Alarm Systems shall not be subject to the provisions of this Section relating to the counting and assessment of False Alarms for a period of fifteen (15) calendar days from the date the Alarm System becomes operational. The grace period provided in this subsection shall apply only if the Alarm User can provide evidence of such new installation and/or activation.
- C. Upon recording three or more False Alarms, the Alarm Administrator shall notify the Alarm User in writing by mail and/or electronic mail. This notification shall contain:
 - 1. The dates for all false occurrences; and
 - 2. The amount of the False Alarm assessment for the False Alarm.
 - 3. Notice of the right of appeal under this Article.
 - 4. Due date for assessment payment.
- D. To defray the cost of responding to False Alarms and to discourage repeat False Alarms, the Alarm User shall be subject to a False Alarm assessment, depending on the number of False Alarms within a Violation Year. The Alarm User shall be responsible for the immediate payment of all fees and assessments to the Town. False alarm assessments are based upon the following schedule:

False Alarm	Assessment
1 st and 2 nd False Alarm	\$0.00
3 rd False Alarm	\$50.00
4 th False Alarm	\$100.00
5 th False Alarm	\$150.00
6 th False Alarm	\$200.00
7 th False Alarm	\$250.00
8 th False Alarm	\$300.00
9 th False Alarm	\$350.00
10 th False Alarm and any subsequent False Alarm thereafter	\$400.00

- E. An Alarm User may have the option of attending an Alarm User awareness class in lieu of paying one prescribed assessment during the Violation Year.
- F. False Alarms 1 thru 10 are not subject to civil or criminal penalties as specified in Chapter 9, Article 21, Section 2. If an Alarm User has eleven (11) or more False Alarms in a Violation Year, each subsequent violation will be considered unlawful and subject to civil or criminal penalties (as specified in Chapter 9, Article 21, Section 2) in addition to the specified assessment).
- G. The Alarm Administrator may adjust the count of False Alarms based on:
 - 1. Evidence that a False Alarm was caused by an Act of God.
 - 2. Evidence that a False Alarm was caused by action of the telephone or other utility provider.
 - 3. Evidence demonstrating cancellation of an alarm dispatch request occurred prior to law enforcement arrival at the Alarm Site.
 - 4. Evidence of a runaway alarm where police response was discontinued.
- H. In addition to a False Alarm assessment, an administrative action assessment will be applied to any Alarm User that does not have a current or valid Alarm Permit and has a False Alarm at their Alarm site. The Alarm User shall be responsible for the immediate payment of fees and assessments to the Town. Unregistered Alarm Site assessments are based upon the following schedule:

Unregistered Alarm Site	Assessment
1 st False Alarm	\$0.00
2 nd False Alarm	\$50.00
3 rd False Alarm	\$100.00
4 th False Alarm	\$150.00
5 th False Alarm	\$200.00
6 th False Alarm	\$250.00
7 th False Alarm	\$300.00
8 th False Alarm	\$350.00
9 th False Alarm and any subsequent False Alarm thereafter	\$400.00

- I. No Alarm Permit/Registration violations 1 thru 9 are not subject to civil or criminal penalties (as specified in Chapter 9, Article 21, Section 2). If an Alarm User has ten (10) or more Unregistered Alarm Site violations/assessments in a Violation Year, each subsequent violation will be considered unlawful and subject to civil or criminal penalties (as specified in Chapter 9, Article 21, Section 2) in addition to the specified assessment.
- J. Additional fees may be applied to any late payments.
- K. Additional services charges may be applied to all fees and assessments.

- L. Fees and assessments shall be paid to the Town within thirty (30) calendar days from the date of the invoice. After 120 calendar days, all unpaid fees and assessments shall be sent to collections, and possible revocation of permit may be considered.
- M. In addition to these remedies, the Town may also bring an action in the appropriate court for an injunction to prohibit use of the Alarm System with all costs of such suit assessed to the Alarm User.

4-5-15 Penalties

- A. Assessments related to False Alarms and no Unregistered Alarm Site violations are outlined in Section 18-3-10.
- B. Except as otherwise specifically provided in this Article, Town Code or in State Statute, any person who fails to comply with requirements of this Article, or violates any of their provisions, is guilty of a Civil Offense.
- C. Chapter 9, Article 21, Section 2, applies to violations of this Article.

Section 4: 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 5: The repeal of the existing Queen Creek Town Code Chapter 18, FIRE PREVENTION AND PROTECTION, Article 18-3, ALARM SYSTEMS and adoption of the attached Exhibit A Queen Creek Town Code Chapter 4, POLICE DEPARTMENT, Article 4-5, Alarm Systems, does not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

Section 6: All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Town Code adopted herein by reference are hereby repealed as of the effective date of this Ordinance.

Section 7: 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 8: 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, and three copies of the attached Exhibit A shall remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 3rd day of May 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Julia Wheatley, Mayor

REVIEWED BY:

Bruce Gardner, Town Manager

Maria Gonzalez, Town Clerk

APPROVED AS TO FORM:

Dickinson Wright, PLLC
Attorneys for the Town



TOWN OF
QUEEN CREEK
ARIZONA

11.A

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: SAMANTHA WOMER, PUBLIC INFORMATION SPECIALIST
RE: INTRODUCTION OF THE 2023-2028 CORPORATE STRATEGIC PLAN
DATE: May 3, 2023

Suggested Action:

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Relevant Council Goal(s):

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

Discussion:

The Corporate Strategic Plan (CSP) is a goal setting document, and is reviewed annually and updated as directed by the Council. It is an integral part of the Town's annual work program; and establishes a clear direction for the Town's management team, comprised of the Town Manager and all department directors. The CSP provides general guidance for the overall direction of the organization. It translates the general mandate and mission of the organization into Strategic Priorities and Goals. The CSP includes five Strategic Priorities: Effective Government, Safe Community, Secure Future, Superior Infrastructure, and Quality Lifestyle. These Strategic Priorities each include a set of goals that guide the Town Manager and Town departments as they shape programs and develop work plans. The Town Manager, along with the department directors, develop an implementation plan that includes administrative Objectives. The Objectives flesh out the strategic plan and operationalize its Strategic Priorities and Goals. They also set out the specific tasks to be performed in moving toward the Strategic Priorities and Goals. This document is prepared and used by the management team and is addressed in every employee's performance evaluation. Each employee has a role in implementing the CSP. Each department reports on the implementation status of the CSP Goals and Objectives on a quarterly basis. Included is a sample of the FY23 third quarter executive report showing the most recent reports made on several goals from the CSP. The report is a tool used by Town management to centralize the tracking of performance and progress towards the annual CSP goals. In addition to the status and progress towards the goals, the report identifies any areas of disruption, and actions being taken to address the disruption. This report provides a dashboard view of overall progress on each Strategic Priority, as well as detailed updates on individual Goals. Each Goal includes a color coded progress meter showing the status of all administrative Objectives under that Goal. The narrative for the Goal includes a summary of progress made on major initiatives and tasks included in the Objectives. The timing for the annual Council review of the CSP Goals aligns with the Town's budget adoption process. In preparation for the next fiscal year, the management team has developed proposed new goals and updates to existing goals to be included in the 2023-2028 CSP. The

proposed changes reflect completion of existing goals, and new direction provided by the Council since the approval of last year's CSP. The proposed changes will be presented at the May 3, 2024 Town Council meeting for feedback from council. The proposed 2023-2028 Town of Queen Creek Corporate Strategic Plan is attached as a redlined draft with the recommended changes. The changes are presented in legislative format. Where noted in capital letters, that text is recommended to be added. Where strikeout is identified, this text is recommended for deletion.


Alternatives:

Alternatives: The Council may decide not to accept the recommended changes to the 2023-2028 Corporate Strategic Plan, and keep the current plan in place. The Council may decide to approve the 2023-2028 Corporate Strategic Plan with changes. The Council may direct staff to develop new or revised goals, and come back at a future meeting with an updated version of the 2023-2028 Corporate Strategic Plan.


Attachment(s):

1. [Redlined Draft - Town of Queen Creek Corporate Strategic Plan 2023-2028.docx](#)
2. [Sample 3rd Quarter FY23 Corporate Strategic Plan Executive Report.pdf](#)


Corporate Strategic Plan Update 2023-2028
Recommended Changes

Strategic Priority	Goal	Department	
 Effective Government	Strategic Priority #1: Effective Government An effective local government is aware of citizens' needs and provides the services that residents want. This can be achieved by managing the price of government and introducing innovative business practices, using new technology, hiring quality employees and leveraging Town partnerships to save resources.		
	1.1	FINANCIAL STABILITY: Maintain a stable long-term cost and revenue structure that ensures intergenerational equity and an appropriate allocation of costs.	Finance
	1.2	FINANCIAL STABILITY: Adopt balanced budgets each year to ensure costs are kept within available revenues.	Finance
	1.3	FINANCIAL STABILITY: Evaluate and implement strategies to maintain fully-funded pensions.	Finance
	1.4	FINANCIAL STABILITY: Continue to monitor and update employee benefits strategies and evaluate trends.	Human Resources
	1.5	FINANCIAL STABILITY: Continue progressive strategies to attract and retain high-performing staff.	Human Resources
	1.6	FINANCIAL STABILITY: Maintain staffing levels that are consistent with the community's goals.	Human Resources
	1.7	CAPITAL IMPROVEMENT PROGRAM: Develop a collaborative Capital Improvement Program (CIP) with the counties and adjacent communities for construction of the regional network of roads, and ensure the Town's arterial roads are prioritized for connecting within the region, notably Gilbert, Mesa, Apache Junction, Florence, Maricopa and Pinal counties, and State Lands.	CIP/ Intergovernmental Relations
	1.8	INTERGOVERNMENTAL RELATIONS: Cultivate relationships with the state, counties, local, regional, and statewide partners to: encourage other levels of government to work collaboratively with the Town on issues of mutual interest□protect local funding and self-determination□enhance opportunities to improve the Town's economic sustainability□and secure existing revenue to provide for public safety and needed infrastructure development.	Intergovernmental Relations
	1.9	INTERGOVERNMENTAL RELATIONS: Sustain collaboration with the community's schools on issues that are of benefit to the Town as a whole.	Town Manager's Office
	1.10	COUNCIL LEADERSHIP ROLES: Continue to strengthen the effectiveness of the Town Council through professional development training opportunities and strategic planning sessions.	Town Council
1.11	COUNCIL LEADERSHIP ROLES: Leverage leadership roles as well as membership with organizations such as Maricopa Association of Governments, Central Arizona Governments, PINAL REGIONAL TRANSPORTATION AUTHORITY , East Valley	Town Council	

Corporate Strategic Plan Update 2023-2028
Recommended Changes

		Partnership, PINAL PARTNERSHIP , League of Cities and Towns, and other regional and national organizations to promote sound public policy, advance critical transportation and water/wastewater projects, partner with the business community and take advantage of unique and innovative opportunities to enhance the lives of our current and future residents.	
	1.12 - NEW	TECHNOLOGY: ENHANCE THE INTELLIGENT TRANSPORTATION SYSTEM'S ADAPTABILITY TO REAL-TIME TRAFFIC DEMAND BY EXPANDING ITS CAPABILITIES.	PUBLIC WORKS
	1.13 - NEW	TECHNOLOGY: INTEGRATE A UNIFIED ASSET AND INVENTORY MANAGEMENT SYSTEM ACROSS ALL PUBLIC WORKS DIVISIONS, WITH SPECIFIC ENHANCEMENTS TO THE CARTEGRAPH INVENTORY MANAGEMENT COMPONENT FOR THE FACILITIES DIVISION AND INTEGRATION OF THE TRANSPORTATION MANAGEMENT SYSTEM WITH CARTEGRAPH FOR THE TRAFFIC DIVISION.	PUBLIC WORKS
 Safe Community	Strategic Priority #2: Safe Community Queen Creek has low crime rates and strives to meet adopted standards for police and fire services. Residents continue to rate their interactions with public safety personnel highly in community surveys. As our Town grows, ensuring the safety of the public continues to be among our highest priorities. This means hiring and training quality first responders and finding innovative ways to maintain and improve delivery of emergency services.		
	2.1	PUBLIC SAFETY QCFMD: Proactively work to provide fire services to AREAS OF QUEEN CREEK WHERE RESPONSE TIME GAPS HAVE BEEN EVALUATED AND IDENTIFIED AS PART OF THE 2020 FIRE MASTER PLAN the eastern portion of the community and to expand the Town's fire district, where applicable, within the remaining municipal planning area.	Fire & Medical
	2.2	PUBLIC SAFETY QCFMD: Continue to collaborate as needed on emergency transport services with private and public sector providers. Continue transition in the emergency transportation program in order to begin providing municipal ambulance services by July 2023.	Fire & Medical
	2.3	PUBLIC SAFETY QCFMD: Continue and update the Emergency Operations Plan (EOP) for response capabilities and community preparedness and Community Emergency Response Training (CERT) classes. The QCFMD has established a goal of certifying ten percent of Queen Creek's population by 2023 in CPR, including hands-only CPR. Continue efforts in training and developing plans to better prepare Queen Creek when responding to and mitigating hostile events, such as active shooters.	Fire & Medical
	2.4	PUBLIC SAFETY QCFMD: Continue efforts for a support services building for fleet services, warehousing and skills training.	Fire & Medical
	2.5	PUBLIC SAFETY QCPD: Continue to evaluate and respond to data and conditions within the community necessary to maintain low victimization rates, improve traffic safety, and minimize the fear of crime.	Law Enforcement


Corporate Strategic Plan Update 2023-2028 Recommended Changes

	2.6	PUBLIC SAFETY QCPD: Continue to support meaningful collaboration, engagement and partnerships within the community by focusing on maintaining trust, transparency, legitimacy, and a safe social environment.	Law Enforcement
	2.7	PUBLIC SAFETY QCPD: Establish a STRATEGIC PLAN FOR THE POLICE DEPARTMENT THAT COMPLIMENTS THE master plan, SPEAKS TO THE GAP ANALYSIS, for the Police Department and supports OTHER IMPORTANT PUBLIC SAFETY INITIATIVES. efforts toward the completion of the prescribed elements.	Law Enforcement
	2.8	PUBLIC SAFETY QCPD <input type="checkbox"/> Continue to research, identify and implement relevant technologies, innovations and smart practices that support public safety, community engagement, and a high quality of life for our residents and businesses.	Law Enforcement
 Secure Future	Strategic Priority #3: Secure Future Securing Queen Creek’s future involves strengthening the Town’s financial condition by implementing strong management strategies within the organization, and by increasing the number of employment opportunities available to residents. This priority also relates to securing our water supply for the benefit of future residents.		
	3.1	ENVIRONMENT: Continue development of sustainable long-range plans for water, reclaimed water, and wastewater that supports the COMPREHENSIVE UTILITY MASTER PLAN. General Plan. The Town will evaluate and possibly pursue water acquisition strategies such as a Town effluent lake program, acquiring new effluent, water credits, available water rights consistent with Arizona water law and policy and other strategies as determined necessary to diversify the Town’s WATER RESOURCES PORTFOLIO. water resources.	Utilities
	3.2	ENVIRONMENT: Ensure a continued safe and sustainable water supply that fully implements the COMPREHENSIVE UTILITY MASTER PLAN.	Utilities
	3.3	LAND USE & ECONOMIC DEVELOPMENT: Plan for an economically sustainable build-out.	Economic Development
	3.4	LAND USE & ECONOMIC DEVELOPMENT: Collaborate and partner with Phoenix-Mesa Gateway Airport, Visit Mesa, Arizona Commerce Authority (ACA), Greater Phoenix Economic Council (GPEC), and East Valley Partnership (EVP) on economic development and tourism related initiatives to leverage the Town’s tourism assets <input type="checkbox"/> partner with other groups as appropriate.	Economic Development
	3.5	LAND USE & ECONOMIC DEVELOPMENT: In partnership with the State Land Department, proactively plan for the development of State Trust Lands: INCREASE SPEED TO MARKET FOR EMPLOYMENT USES AND ADVANCED MANUFACTURING	Development Services/

Corporate Strategic Plan Update 2023-2028
Recommended Changes

		OPPORTUNITIES. DESIGNATE A TEAM TO FAST TRACK AND FACILITATE PROCESSES FOR STRATEGIC PROJECTS.	Economic Development
	3.6	LAND USE & ECONOMIC DEVELOPMENT: Continue evaluating potential annexations of lands that support the Town's strategic priorities.	Development Services
	3.7	LAND USE & ECONOMIC DEVELOPMENT: Generate more economic synergy within the Town Center, enhance the sense of place, and attract additional investment through implementation of the Town Center Plan; attract new investment to Town-owned land.	Economic Development
	3.8	LAND USE & ECONOMIC DEVELOPMENT: Implement strategies outlined in the Economic Development Strategic Plan to attract private investment and foster job creation by focusing on product development □ Town center development □ business attraction/retention □ entrepreneurship/innovation □ and marketing/communication.	Economic Development
	3.9	LAND USE & ECONOMIC DEVELOPMENT: Continue to evaluate and re-calibrate the requirements and standards in the zoning ordinance and design standards ZONING ORDINANCE, DESIGN STANDARDS, BUILDING CODES, AND ENGINEERING STANDARDS for improvement and consistency with evolving industry standards and statutory changes. Regularly review processes and procedures in our application permitting area for improvement to continue to provide high quality service to citizens and the development community.	Development Services
	3.10	LAND USE & ECONOMIC DEVELOPMENT: Work with the Arizona State Land Department (ASLD) to increase speed to market for employment uses and advanced manufacturing opportunities. Designate a team to fast track and facilitate processes for strategic projects.	Development Services/ Economic Development
	3.11	FINANCIAL STABILITY: Ensure customer rate structures are appropriately set to pay for adopted service levels.	Finance
	3.12 - NEW	LAND USE & ECONOMIC DEVELOPMENT: CONTINUE TO IMPLEMENT AND EVALUATE THE VISION, CHARACTER, AND GOALS OF THE TOWN'S GENERAL PLAN.	DEVELOPMENT SERVICES
	3.13 - NEW	ENVIRONMENT: EVALUATE AND DETERMINE BEST PRACTICES FOR LOCALIZED APPROACH FOR ENERGY RESILIENCY INITIATIVES TO ENSURE THE TOWN IS ADAPTING TO MARKET AND CUSTOMER DIRECTIVES IN OUR OPERATIONS. INITIATIVES EVALUATED MAY INCLUDE SOLAR, FLEET ELECTRIFICATION AND RESILIENCY OPTIONS FOR MUNICIPAL BUILDINGS.	PUBLIC WORKS


Corporate Strategic Plan Update 2023-2028
Recommended Changes

 Superior Infrastructure	Strategic Priority #4: Superior Infrastructure With the growth of residential and nonresidential development comes the challenge of satisfying public demand for quality streets, lights, utilities and parks. The construction and maintenance of a high-quality public infrastructure is a priority.		
	4.1	CAPITAL IMPROVEMENT PLAN: Annually develop a 5-year comprehensive CIP Plan.	CIP
	4.2	CAPITAL IMPROVEMENT PLAN: Implement the Parks and Recreation Master Plan.	Community Services
	4.3	PAVEMENT PRESERVATION PROGRAM: Maintain a COST-EFFECTIVE Pavement Preservation Plan that INCORPORATES STATE-OF-THE-ART TECHNIQUES TO ENSURE OPTIMAL OUTCOMES. is cost effective and utilizes current best practices.	Public Works
	4.4	CAPITAL IMPROVEMENT PLAN: Complete the design and begin construction on Frontier Family Park AND PHASE TWO OF MANSEL CARTER OASIS PARK as indicated in the Parks and Recreation Master Plan. Initial implementation will be the completion of the sports fields and parking areas.	CIP/Community Services
	4.5	CAPITAL IMPROVEMENT PLAN: Ensure long-range financial plans are in place to adequately build, maintain, and replace needed infrastructure.	Finance
	4.6	CAPITAL IMPROVEMENT PLAN: Develop an innovative infrastructure system that meets the needs of future generations. <ol style="list-style-type: none"> 1. Identify and leverage new and emerging technologies for transportation utilizing methods such as: leveraging public and private investment, increasing operational capabilities, implementing cool pavement and seal coats, and conducting transit feasibility studies. 2. Identify and revise as necessary, the most recent space needs for public works facilities, based on Town growth and the number of municipal facilities added or planned (such as fire stations and park buildings, etc.) Include possible solar/electrification, material storage requirements and fueling infrastructure. 	Public Works
	4.7	CAPITAL IMPROVEMENT PLAN: Implement the COMPREHENSIVE UTILITY MASTER PLAN , and begin delivery of the projects identified within the adopted FY 22/23 CIP.	Utilities/CIP
	4.8	TECHNOLOGY: Continue to work with technology providers to provide services Town wide (cell, internet, fiber, etc).	Information Technology

Corporate Strategic Plan Update 2023-2028
Recommended Changes

	4.9	TECHNOLOGY: Implement recommendations and strategies of the Information Technology Strategic Plan (ITSP).	Information Technology
	4.10	TECHNOLOGY: Continue to research, identify and implement relevant technologies, innovations and SMART practices that advance a resilient and high quality of life for our residents and businesses.	Town Manager's Office
	4.11	TECHNOLOGY: Implement the use of INCORPORATE mobile enterprise technology, INCLUDING ARTIFICIAL INTELLIGENCE , for TO ENHANCE trash and recycling education and outreach (including artificial intelligence) and improving efficiencies for AND STREAMLINE solid waste inspections.	Public Works
	4.12	FINANCIAL STABILITY: Improve the Town's bond ratings in order to lower borrowing costs.	Finance
	4.13	INTERGOVERNMENTAL RELATIONS: Advocate for opportunities to advance the Town's freeway and arterial transportation needs through the inclusion of projects in the Maricopa and Pinal regional transportation plans and if approved by the voters, transportation funding shared by the respective jurisdictions.	Public Works/ Intergovernmental Relations
	4.14 - NEW	REVISE THE ROADWAY PRESERVATION PLAN OVER THE NEXT FIVE YEARS TO EXTEND THE LIFESPAN OF THE TOWN'S ROADS AND DIMINISH THE EXPENSES RELATED TO TOTAL ROAD REPLACEMENT. THIS INITIATIVE WILL PRIORITIZE THE USE OF CRACK SEALING, SEAL COATING, AND ASPHALT OVERLAYS.	PUBLIC WORKS
	4.15 - NEW	ACHIEVE THE OBJECTIVES OF THE BICYCLE/PEDESTRIAN MASTER PLAN BY PROGRESSIVELY EXECUTING SITE-SPECIFIC RECOMMENDATIONS IN PHASES OVER MULTIPLE YEARS. THE FIRST PHASE WILL FOCUS ON CONNECTING SIDEWALKS AND TRAILS TO PROMOTE A MORE ACCESSIBLE AND ACTIVE COMMUNITY.	PUBLIC WORKS
	4.16 - NEW	EMBARK ON EXECUTING THE RECOMMENDATIONS OUTLINED IN THE PAVEMENT MARKING REFLECTIVITY SURVEY BY PRIORITIZING THE REPLACEMENT OF PAVEMENT MARKINGS WITH MODERATE REFLECTIVITY RATINGS. ESTABLISH ANNUAL BUDGETS AS NECESSARY TO FACILITATE THE REPLACEMENTS.	PUBLIC WORKS

Corporate Strategic Plan Update 2023-2028
Recommended Changes

	4.17 - NEW	COMPLETE A MASTERPLAN FOR THE FIELD OPERATION FACILITY ALLOWING FOR THE EXPANSION OF THE FACILITY OVER TIME TO MEET THE GROWING NEEDS OF THE COMMUNITY.	PUBLIC WORKS
	4.18 - NEW	EXPLORE FINANCING ALTERNATIVES FOR IMPLEMENTING MICROTRANSIT SOLUTIONS, SUCH AS PARATRANSIT AND PUBLIC/PRIVATE PARTNERSHIPS, IN SUPPORT OF POTENTIAL TRANSPORTATION OPTIONS, BASED ON THE 2016 TRANSIT STUDY AND THE TRANSPORTATION MASTER PLAN.	PUBLIC WORKS
 Quality Lifestyle	Strategic Priority #5: Quality Lifestyle Queen Creek will leverage its strong image as a tight knit, family friendly community to encourage more residents to participate in public events, attract new businesses and further establish our reputation as one of the best destinations in Arizona. We will seek to enhance this unique lifestyle through our commitment to investing in necessary infrastructure, new recreational opportunities, cultural events and public art.		
	5.1	IMAGE & IDENTITY: Continue development of the Town's brand awareness including existing and new partnerships.	Community Services
	5.2	IMAGE & IDENTITY: Evaluate current and future park amenities to ensure the community has access to a variety of up-to-date parks, trails and publicly accessible open spaces.	Community Services
	5.3	IMAGE & IDENTITY: Continue to support the Downtown Core Arts & Placemaking Sub-Advisory Committee, which is consistent with the Town Center Plan, the Economic Development Strategic Plan goals and Council goals. The Downtown Core Arts & Placemaking Sub-Advisory Committee should consider developing a master plan / action plan with a phased approach to implementation with the Downtown Core identified as a key area to create an environment of creativity and placemaking (as part of a larger initiative to activate the Downtown Core).	Community Services
	5.4	ENVIRONMENT: Preserve and enhance the Town's natural resources (i.e. washes and San Tan Mountains).	Community Services
	5.5 - NEW	IMAGE & IDENTITY: IMPLEMENT THE TOWN'S VOLUNTEER PROGRAM BY ENGAGING MEMBERS OF THE COMMUNITY TO DONATE THEIR TIME AND TALENTS TO TOWN PROJECTS AND ACTIVITIES.	COMMUNITY SERVICES



TOWN OF
QUEEN CREEK
ARIZONA

Sample FY23 Q3 Report

38 Goal	109 Objective
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Overall Summary

Status		%	
● On Track		65.14	71% Progress
● Some Disruption		2.75	
● Discontinued		1.83	
● Completed		30.28	

Report Legend

 No Update

 Overdue

 Priority

Goal 1.1 Progress 100%

FINANCIAL STABILITY - Maintain a stable long-term cost and revenue structure that ensures intergenerational equity and an appropriate allocation of costs.



	%	#
Completed	100.0	1

Finance continues to closely monitor the economic activity in the nation, region, and Town. Finance receives a weekly email from Development Services with real-time new-application and inspection data. Finance also meets with Dev. Svcs. once per month to review housing and nonresidential construction activity and to discuss upcoming items in the Planning queue. The FY23 Budget was adopted by Town Council on May 18, 2022 and included a balanced 5-Year Financial Plan with updated revenue and expense projections based on our best estimates given the data at our disposal. Other comments on this goal are included in the following objective:

Objective 1.1.1: Update the 5-Year Financial Plan to include the most recent revenue estimates and cost projections. (100% completed)

Finance staff updated revenue and expense projections for the FY23 Budget. The updated 5-Year Financial Plan was presented to the Town Council during the budget adoption meetings, and it is included in the FY23 Adopted Budget Book that was released in June 2022.

Objective 1.1.1

Oct 21, 2020 - Jun 30, 2023 Completed Progress 100%

Update the 5-Year Financial Plan to include the most recent revenue estimates and cost projections.

Finance staff updated revenue and expense projections for the FY23 Budget. The updated 5-Year Financial Plan was presented to the Town Council during the budget adoption meetings, and it is included in the FY23 Adopted Budget Book that was released in June 2022.

Goal 1.2

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

As mentioned in Goal 1.1, the FY23 Recommended Budget was adopted by the Town Council in May and included a balanced 5-Year Financial Forecast. Other progress on this goal is as follows:

Objective 1.2.1: Prepare all materials for Home Rule/Permanent Base Adjustment election in August 2022. (100% completed)

The Auditor General approved the Town's PBA materials (ballot language and publicity pamphlet) in May 2022. Publicity pamphlets were mailed to voters starting June 30th, and early ballots were mailed to voters starting July 6th. Finance has completed several public presentations on Prop. 464 and answered all public inquiries that came in via email or through the website. The election is set for August 2, 2022.

Objective 1.2.2: Explore options for communicating and providing education to the community about the Town's budgeting process. (100% completed)

During the fourth quarter, information was prepared and shared related to the tentative and final budget via news release and social media.

Goal 1.3 Progress 75%

FINANCIAL STABILITY - Evaluate and implement strategies to maintain fully-funded pensions.



	%	#
On Track	100.0	1

These strategies and the Town's progress toward them are reviewed annually. With the transition from MCSO to the Town's own police department, staff will work closely with PSPRS to receive the information required to fully fund our police pension plan, similar to how the Town already handles the fire pension funding. Other comments on this goal are found in the following Objective update:

Objective 1.11.1: Evaluate and implement strategies to fully fund pension liabilities for public safety and general employment. (75% completed)

The Town Council approved some wording changes to the Town's Pension Funding Policy to accommodate the new Police Department Plan at PSPRS; however, the substance of the policy and the Town's practices remain unchanged. Funds previously held in the MCSO pension reserve are now set aside for future Police pension costs. Finance staff will evaluate the Pension Funding Policy during fall 2022 and during the FY24 budget prep cycle and may propose additional changes in spring 2023.

Objective 1.3.1

Jun 01, 2022 - Jun 30, 2023 On Track Progress 75%

Update the Town's Pension Funding Policy.

The Town Council approved some wording changes to the Town's Pension Funding Policy to accommodate the new Police Department Plan at PSPRS; however, the substance of the policy and the Town's practices remain unchanged. Funds previously held in the MCSO pension reserve are now set aside for future Police pension costs. Finance staff will evaluate the Pension Funding Policy during fall 2022 and during the FY24 budget prep cycle and may propose additional changes in spring 2023.

Goal 1.4 Progress 100%

FINANCIAL STABILITY - Continue to monitor and update employee benefits strategies and evaluate trends.

	%	#
● Completed	100.0	1

Objective 1.4.1: Maintain benefit increases below trend each fiscal year. (100% completed)

The following changes related to benefits to remain competitive in the market place have been approved as follows:

1. Vacation accrual carry over maximum to be increased from 240 to 320 using a phased approach over the next 2 years. The first incremental change from 240 to 280 will take effect in calendar year 2023.
2. Upon retirement (through ASRS or PSPRS), unused sick time up to a maximum of 480 hours (on a 1:1 basis) and amounts over 480 on a 2:1 basis will be put into a Retirement Health Savings (RHS) account with MissionSquare. This takes effect 1/1/23. Eligibility for this is based on the employee providing a minimum of a 60 day notice. Upon resigning, employees with a minimum of 10 years of service will have unused sick time, up to a maximum of 480 hours, put into a RHS account on a 2:1 basis. This change will take effect 7/1/23. Eligibility for this is based on the employee providing a minimum of 30 days notice and not previously retired from ASRS or PSPRS.
3. Town will match up to \$20 per pay period for employees enrolled in one of the three 457 plans that the Town offers. This change takes effect 1/1/23.

Objective 1.4.1

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Maintain benefit increases below trend each fiscal year.

The following changes related to benefits to remain competitive in the market place have been approved as follows:

1. Vacation accrual carry over maximum to be increased from 240 to 320 using a phased approach over the next 2 years. The first incremental change from 240 to 280 will take effect in calendar year 2023.
2. Upon retirement (through ASRS or PSPRS), unused sick time up to a maximum of 480 hours (on a 1:1 basis) and amounts over 480 on a 2:1 basis will be put into a Retirement Health Savings (RHS) account with MissionSquare. This takes effect 1/1/23. Eligibility for this is based on the employee providing a minimum of a 60 day notice. Upon resigning, employees with a minimum of 10 years of service will have unused sick time, up to a maximum of 480 hours, put into a RHS account on a 2:1 basis. This change will take effect 7/1/23. Eligibility for this is based on the employee providing a minimum of 30 days notice and not previously retired from ASRS or PSPRS.
3. Town will match up to \$20 per pay period for employees enrolled in one of the three 457 plans that the Town offers. This change takes effect 1/1/23.

Goal 1.5

Progress 100%

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



	%	#
Completed	100.0	4

Objective 1.5.1: Continuation of Town-sponsored mentoring program. (100% completed)

The 2022 Mentoring Program is on-going with six mentor/mentee pairs meeting on a regular basis. One mentee resigned in November 2022. As a result, the number of mentor/mentee pairs is now six. In November 2022, the Mentoring Committee members had 6 month check-ins with the mentors. A shared spreadsheet has been created for the committee members to track progress and make comments.

Objective 1.5.2: Supervisory-specific Training opportunities offered quarterly. (100% completed)

HR partnering with QCPD, offered one make-up session of mandatory supervisor’s training on drug recognition & reasonable suspicion / violence in the workplace & assessing threats. This make-up session was held on 11/7/22 with 25 attendees. This session was recorded.

The Town's in-house “Supervisor's Academy” providing training and support to new supervisors in the organization had a fourth group start in October 2022 with nine participants.

Objective 1.5.3: Maintain an average of 49 days to fill vacant positions, excluding sworn positions, through external recruitments. (100% completed)

The average was 41 days to fill vacant external recruitment positions during this quarter.

Objective 1.5.4: Maintain under 6% target for Town turnover rate of full-time employees. (100% completed)

For 2nd quarter FY23, the turnover rate was 1.39%.

Objective 1.5.1

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Continuation of Town-sponsored mentoring program.

The 2022 Mentoring Program is on-going with six mentor/mentee pairs meeting on a regular basis. One mentee resigned in November 2022. As a result, the number of mentor/mentee pairs is now six. In November 2022, the Mentoring Committee members had 6 month check-ins with the mentors. A shared spreadsheet has been created for the committee members to track progress and make comments.

Objective 1.5.2

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Supervisory-specific Training opportunities offered quarterly.

HR partnering with QCPD, offered one make-up session of mandatory supervisor’s training on drug recognition & reasonable suspicion / violence in the workplace & assessing threats. This make-up session was held on 11/7/22 with 25 attendees. This session was recorded.

The Town's in-house “Supervisor's Academy” providing training and support to new supervisors in the organization had a fourth group start in October 2022 with nine participants.

Objective 1.5.3

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Maintain an average of 49 days to fill vacant positions, excluding sworn positions, through external recruitments.

The average was 41 days to fill vacant external recruitment positions during this quarter.

Objective 1.5.4

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Maintain under 6% target for Town turnover rate of full-time employees.

For 2nd quarter FY23, the turnover rate was 1.39%.

Goal 1.6

Progress 100%

FINANCIAL STABILITY - Maintain staffing levels that are consistent with the community’s goals.



	%	#
Completed	100.0	1

Objective 1.6.1: Maintain Performance Measure Target of 65 applications received on average per external recruitment. (100% completed)

In the 2nd quarter of FY23, the average number of applications per external recruitment was 53. It is lower than the target primarily due to the continuation of extremely competitive market conditions, a labor shortage for filing certain positions and some of the positions were quite specialized.

Objective 1.6.1

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Maintain Performance Measure Target of 65 applications received on average per external recruitment.

In the 2nd quarter of FY23, the average number of applications per external recruitment was 53. It is lower than the target primarily due to the continuation of extremely competitive market conditions, a labor shortage for filing certain positions and some of the positions were quite specialized.

Goal 1.7

Progress 75%



Develop a collaborative Capital Improvement Program (CIP) with the counties and adjacent communities for construction of the regional network of roads, and ensure the Town’s arterial roads are prioritized for connecting within the region, notably Gilbert, Mesa, Apache Junction, Florence, Maricopa and Pinal counties, and State Lands.

	%	#
● On Track	100.0	2

Objective 1.7.1: Complete construction of arterial roads and intersections that are key to connections within the region. (75% completed)

This quarter a couple of major regional projects were completed, and others have begun coordination and design.

- Regional traffic patterns have begun to shift favorably, taking advantage of the newly opened Pinal County/Town partnership Meridian Road from Germann Road to Queen Creek Road/Pima Road project and the City of Mesa/Town partnership Signal Butte Road from Germann Road to SR 24 project. These new roadways distribute traffic across a regionally connected network improving travel from the south edge of Town all the way to the SR24.
- The Town continues design coordination with the City of Mesa regarding Ellsworth Road widening to six lanes from Ray Road to Germann Road, with design progressing to 60%.
- The Town has initiated design of improvements to the Germann Road and Sossaman Road intersection in cooperation with City of Mesa and MCDOT. First steps include interim traffic flow measures to reduce wait times at current intersection.
- Chandler Heights Road improvements west of Power Road, in a partnership with Town of Gilbert and Maricopa County, are near completion and open to traffic.

Objective 1.7.2: Continue the Better Roads Ahead campaign to educate residents about ongoing CIP projects. (75% completed)

The third quarter kicked off with a groundbreaking ceremony for the downtown core connector roadways. The team is continuing to work with CIP staff to provide regular short video updates. The third quarter included three roadway update videos and a Frontier Family Park update with recreation staff. Communication regarding closures / restrictions on key roadways also continues.

Objective 1.7.1

Jul 01, 2018 - Jun 30, 2023 On Track Progress 75%

Complete construction of arterial roads and intersections that are key to connections within the region.

This quarter a couple of major regional projects were completed, and others have begun coordination and design.

- Regional traffic patterns have begun to shift favorably, taking advantage of the newly opened Pinal County/Town partnership Meridian Road from Germann Road to Queen Creek Road/Pima Road project and the City of Mesa/Town partnership Signal Butte Road from Germann Road to SR 24 project. These new roadways distribute traffic across a regionally connected network improving travel from the south edge of Town all the way to the SR24.
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- The Town has initiated design of improvements to the Germann Road and Sossaman Road intersection in cooperation with City of Mesa and MCDOT. First steps include interim traffic flow measures to reduce wait times at current intersection.
- Chandler Heights Road improvements west of Power Road, in a partnership with Town of Gilbert and Maricopa County, are near completion and open to traffic.

Objective 1.7.2

Jun 01, 2022 - Jun 30, 2023 On Track Progress 75%

Continue the Better Roads Ahead campaign to educate residents about ongoing CIP projects.

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Goal 1.8 Progress 100%

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



	%	#
Completed	100.0	7

The Arizona Legislative Session concluded on Saturday, June 25th. Many of the legislative issues we engaged in during this session, were in Coalitions formulated with the business community, partner organizations, stakeholders and other municipalities. The strongest example this quarter was our successful advocacy to raise the public infrastructure reimbursement cap for advanced manufacturers from \$50 to \$100 million. This took a late in session effort in working with the Arizona Commerce Authority, Arizona Chamber of Commerce & Industry, Intel, TSMC, City of Chandler and the City of Phoenix. The increase in the cap will allow for the Town to seek up to \$30.5 million in reimbursement for the building of transportation, water and wastewater infrastructure to support LG Energy Solutions.

Relative to water issues, a significant focus of this legislative session, intergovernmental relations staff worked with Valley Partnership, Homebuilders, the City of Goodyear, the City of Surprise, Pinal, Maricopa and Pima Counties and Greenstone to oppose attempts to limit the transfer of 4th Priority Colorado River Water. Despite significant political "horse trading" attempted on this issue, we were ultimately successfully in defeating all of these efforts which included numerous attempts by Mohave & La Paz counties, otherwise.

During the Legislative Session, Intergovernmental Relations staff actively promoted the extension of Proposition 400, which includes \$148 M for State Route 24 and \$156 M worth of regional investment in Queen Creek arterials. While Proposition 400 was ultimately vetoed, it did have a strong vote count of 19 in the Senate and 37 in the House. We'll continue to work with MAG and member agencies on how we can achieve this alternatively. The final adopted State Budget also included \$15 million for the extension of the SR-24 east of Ironwood.

Objective 1.8.1

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Staff to develop and support the 2023 Queen Creek Legislative Guiding Principles, as well as implementation of Council direction on the 2022 League of Arizona Cities and Towns Resolutions, during the 2023 Arizona Legislative Session.

The Arizona Legislative Session concluded on Saturday, June 25th. All-in-all, Queen Creek fared well this session. Highlights included \$15M for the State Route 24 extension east of Ironwood, increasing the public infrastructure reimbursement cap from \$50-\$100 M supporting advanced manufacturing, the passage of enabling Proposition 400 extension legislation (strong vote count, although vetoed by the Governor), the opportunity to access additional water infrastructure dollars and the avoidance of harmful legislation which would have impeded our 4th Priority Colorado River water transfer. We were also able to defeat revenue losses associated with construction sales tax changes and residential rental tax legislation in the waning days of the session, along with attacks on local zoning authority relative to housing products.

Throughout the legislative session, intergovernmental relations staff worked with the League of Arizona Cities and Towns and other municipalities to support the Council's position on the 2021 League Resolutions.

Objective 1.8.2

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Participate in joint council meetings with strategic partners such as Gilbert, Mesa, or Apache Junction.

Vice Mayor Jeff Brown and Queen Creek management team members met with Pinal County Supervisor Mike Goodman and members of the Pinal County staff on July 25 to discuss current and upcoming issues and partnerships.

Objective 1.8.3

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Collaborate and coordinate with partner organizations, businesses and other stakeholders to advance the Town's public policy priorities, projects and initiatives.

Many of the legislative issues we engaged in during this session, were in partnerships with Coalitions generated with the business community, partner organizations, stakeholders and other municipalities. The strongest example this quarter was our successful advocacy to raise the public infrastructure reimbursement cap for advanced manufacturers from \$50 to \$100 million. This took a late in session effort in working with the Arizona Commerce Authority, Arizona Chamber of Commerce & Industry, Intel, TSMC, City of Chandler and the City of Phoenix.

Relative to water issues, a significant focus of this legislative session, intergovernmental relations staff worked with Valley Partnership, Homebuilders, the City of Goodyear, the City of Surprise, Pinal, Maricopa and Pima Counties and Greenstone to oppose attempts to limit the transfer of 4th Priority Colorado River Water. Despite significant political "horse trading" attempted on this issue, we were ultimately successfully in defeating all of these efforts despite numerous attempts by Mohave & La Paz counties otherwise.

Objective 1.8.4

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

TOWN MANAGER PERFORMANCE OBJECTIVE - Evaluate opportunities for Council to Council and/or Council to Board joint meetings in the region.

Due to the COVID-19 pandemic and other factors, opportunities to engage in direct Council to Council or Council to Board meetings have been limited; however, staff continues to liaison with our various representatives at the County, State and Federal level. The Town received much support and condolences from many of these entities during the days following the passing of Mayor Gail Barney. Due to Council vacation schedules, our planned Q4 quarterly meeting with Supervisor Mike Goodman had to be moved to Q1 of FY 2023.

Objective 1.8.5

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

TOWN MANAGER PERFORMANCE OBJECTIVE - Provide opportunities for Council Members to achieve specific training and other opportunities forthcoming on the role, performance objectives in the office, and use of communication strategies.

Council attended the following training opportunities since the last quarterly update:

- April 30 - May 3: Vice Mayor Jeff Brown and Council Member Robin Benning attended the American Planning Association 2022 National Planning Conference in San Diego, California.
- June 2: 2022 Candidate Briefing with Council Candidates Bryan McClure, Matt McWilliams and Travis Padilla
- June 29: Valley Metro 101 Briefing with Council Member Leah Martineau.

Objective 1.8.6

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Work with regional and statewide partners to develop and implement north-south arterial connections and critical access points (interchanges) to the State Route 24.

During the Legislative Session, Intergovernmental Relations staff actively promoted opportunities for further development of the north-south arterial connections and critical access points to the State Route 24 through our advocacy work with Maricopa Association of Governments and the business community in the passage of enabling legislation for Proposition 400 extension. While Proposition 400 was ultimately vetoed, it did have a strong vote count of 19 in the Senate and 37 in the House. We'll continue to work with MAG and member agencies on how we can achieve this alternatively. The final adopted State Budget also included \$15 million for the extension of the SR-24 east of Ironwood for right of way acquisition. This ask was largely supported by our entire legislative delegation.

The Town has also been working on requests to the Corporation Commission with respect to north-south arterial access as it would be impacted by the proposed Union Pacific 6-mile PIRATE rail spur in southeast Mesa. Our advocacy requests have included a small area transportation study/traffic analysis and implementation of mitigation measures to include the consideration of grade-separate crossings (particularly at Ellsworth).

Objective 1.8.7

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Lead the strategy for and assist in pursuing innovative funding opportunities with a focus on transportation and infrastructure development.

During the Legislative Session, Intergovernmental Relations staff actively promoted the extension of Proposition 400, which includes \$148 M for State Route 24 and \$156 M worth of regional investment in Queen Creek arterials. While Proposition 400 was ultimately vetoed, it did have a strong vote count of 19 in the Senate and 37 in the House. We'll continue to work with MAG and member agencies on how we can achieve this alternatively. The final adopted State Budget also included \$15 million for the extension of the SR-24 east of Ironwood for right of way acquisition as well as an increase of the cap from \$50-\$100 M for public infrastructure reimbursement which directly contributes to the support of an advanced manufacturing facility. This cap increase gives the opportunity for the Town to seek up to approximately \$30.5M in reimbursement for transportation, water and wastewater projects in support of LG Energy Solutions.

It should also be noted this quarter, that the Pinal Regional Transportation Authority and Board of Supervisors re-referred the transportation tax to the November 2022 ballot. If ultimately passed, this will result in \$65.2 million in funds for the SR-24 and \$506.9 million in construction funding for the N-S Freeway.

Goal 1.9

Progress 92%



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

	%	#
On Track	33.33	1
Completed	66.67	2

Objective 1.7.1: Meet regularly with the school districts on issues of common interest and opportunities for collaboration, and attend district events. (50% completed)

John Kross meets regularly with QCUSD Superintendent Perry Berry to discuss issues of common interest. QCUSD continues to implement their plan for operating the schools while keeping students safe.

During this quarter, several members of the Town Council met with QCUSD representatives regarding the District's 2022 Bond Election.

Objective 1.9.1

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Meet regularly with the school districts on issues of common interest and opportunities for collaboration, and attend district events.

John Kross meets regularly with QCUSD Superintendent Perry Berry to discuss issues of common interest. QCUSD continues to implement their plan for operating the schools while keeping students safe.

Several members of the Town Council met with QCUSD representatives regarding the District's 2022 Bond Election.

Objective 1.9.2

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Town representatives will attend the Town Chambers education summit to foster relationships with local schools.

Dr. Sally Morton provided a presentation on ASU's New Economy Initiative for John Kross, Bruce Gardner and Pinal County representatives Leo Lew and Himanshu Patel on May 23.

The Town continued to meet with representatives from the local schools on various issues.

Objective 1.9.3

Jul 01, 2018 - Jun 30, 2022

On Track

Progress 75%

Continue to work with Communiversy in their education offerings.

The Town Council approved a not for profit allocation for the Maricopa Foundation to develop a QC Promise program for higher-level education through Chandler-Gilbert Community College which has space in the Communiversy. The QC Promise program goal is to increase the numbers of well-qualified graduates entering the workforce to support industry growth and the economic health of the Queen Creek community. The Promise Program will achieve this goal by removing financial barriers to education, resulting in an increase in enrollment, persistence and completion rates within the Queen Creek community. While this program was initially spearheaded by former Mayor Barney, Mayor-elect Wheatley has meet with CGCC representative, Jenna Kahl, to receive additional information about the program and future goals. Because the QC Promise program also involves the business community for future donations, a kick-off meeting with the QC Chamber of Commerce is planning to occur in January.

Objective 1.10.1

Jul 01, 2018 - Jun 30, 2022

Completed

Progress 100%

Work to ensure the Town Council have an opportunity to maximize the benefits of membership in the National League of Cities, League of Arizona Cities and Towns, APA, and the U.S. Conference of Mayors by keeping apprised of trending issues and best practices learned through attending conferences, participating in trainings, and reviewing publications.

Opportunities to attend conferences for the National League of Cities, U.S. Conference of Mayors or League of Cities and Towns conferences did not exist this quarter due to lack of Council participation; however intergovernmental and other Town team members have been participating in trainings, discussions and reviewing guidance from these entities.

Objective 1.10.2

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Hold the annual Strategic Planning Session.

The 2022 Council Strategic Planning Session was held on February 25 and 26, 2022. The Action Plan was incorporated into the Fiscal Year 2023 Corporate Strategic Plan. Staff continues to provides updates to Council as applicable on action items.

Goal 1.11

Progress 100%

COUNCIL LEADERSHIP ROLES - Leverage leadership roles as well as membership with organizations such as Maricopa Association of Governments, Central Arizona Governments, East Valley Partnership, League of Cities and Towns, and other regional and national organizations to promote sound public policy, advance critical transportation and water / wastewater projects, partner with the business community and take advantage of unique and innovative opportunities to enhance the lives of our current and future residents.



● Completed

%	#
100.0	1

Council Members continue to serve this quarter on the following committees, boards and commissions: League Executive Committee, Central Arizona Governments Regional Council, Pinal Regional Transportation Authority Board (Officer role: Councilmember Benning), Maricopa Association of Governments (MAG) Regional Council, MAG Transportation Policy Committee, MAG Economic Development Committee, Valley Metro Regional Public Transportation Authority, the Phoenix-Mesa Gateway Airport Board of Directors and the East Valley Partnership.

It is important to note that Councilmember Wheatley was newly appointed this quarter to the MAG Transportation Policy Committee and that Councilmember Oliphant was reappointed to the MAG Economic Development Committee, both roles in which they serve as individuals but carry a significant advantage to the Town through their participation.

Objective 1.11.1

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Seek membership or leadership roles on federal, state, and regional boards and commissions as applicable to the Town and work to maximize membership/leadership opportunities in representing or advocating for the Town's priorities, projects and initiatives.

Council Members continue to serve this quarter on the following committees, boards and commissions: League Executive Committee, Central Arizona Governments Regional Council, Pinal Regional Transportation Authority Board (Officer role: Councilmember Benning), Maricopa Association of Governments (MAG) Regional Council, MAG Transportation Policy Committee, MAG Economic Development Committee, Valley Metro Regional Public Transportation Authority, the Phoenix-Mesa Gateway Airport Board of Directors and the East Valley Partnership.

It is important to note that Councilmember Wheatley was newly appointed this quarter to the MAG Transportation Policy Committee and that Councilmember Oliphant was reappointed to the MAG Economic Development Committee, both roles in which they serve as individuals but carry a significant advantage to the Town through their participation.

Goal 2.1

Progress 75%

PUBLIC SAFETY QCFMD- Proactively work to expand the Town's Fire District where applicable within the remaining municipal planning area.



	%	#
● On Track	100.0	1

Objective 2.1.1: Opportunities to expand the Queen Creek County Island Fire District. (75% completed)

We continue to look for opportunities to expand the QCCIFD. These opportunities only present themselves when new subdivisions come to fruition or when a subdivision has interested residents who wish to annex into the QCCIFD. As such, this Objective will remain one that is ongoing throughout the fiscal year. "Progress" percentage updates will coincide with the quarterly updates and reset with the beginning of a new fiscal year.

Update for second quarter of fiscal year 2023: There is an unincorporated subdivision on the east side of Queen Creek that is currently being researched for possible annexation into the Queen Creek County Island Fire District. The subdivision is just west of Gantzel and in between Ocotillo and Combs, and within our MPA. Postcards were sent out introducing the topic to these residents that directed them to take a survey to gauge interest. Based on the level of interest expressed from the post cards the fire board elected to hold a public meeting for the residents of this area to answer questions. The public meeting was held on November 15, 2022 in the Community Chambers. After the public meeting was held it was determined that there was enough interest to move forward with the next step in this process; holding a public open meeting with the goal of announcing that the fire board is approving a petition drive to move forward. This meeting is taking place on January 17, 2023.

Update for the third quarter of 2023: A Public Meeting was held on April 13, 2023 with the possibility of the Fire Board allowing the petition drive to move forward. The neighborhood attendees (14 of them) were all in favor of joining the fire district and the Board did approve the petition drive to be initiated so now there is a one-year timeline for signatures to be gathered from April 13, 2023.

Objective 2.1.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Opportunities to expand the Queen Creek County Island Fire District.

We continue to look for opportunities to expand the QCCIFD. These opportunities only present themselves when new subdivisions come to fruition or when a subdivision has interested residents who wish to annex into the QCCIFD. As such, this Objective will remain one that is ongoing throughout the fiscal year. "Progress" percentage updates will coincide with the quarterly updates and reset with the beginning of a new fiscal year.

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Goal 2.2

Progress 75%

PUBLIC SAFETY QCFMD- Maintain emergency transport service agreement addressing community needs and standards, with a qualified private sector provider. Continue expanding the emergency transportation program in order to begin providing municipal ambulance services by July 2023.



	%	#
Some Disruption	100.0	1

Objective 2.2.1: Complete and monitor the emergency transport agreement with Town of Gilbert, American Medical Response and Department of Health Services. This includes monitor monthly performance standards within the contract. (75% completed)

This Objective is an on-going part of the daily operations within the fire department in providing emergency patient transportation to a hospital. As such, this Objective will remain one that is ongoing throughout the fiscal year. "Progress" percentage updates will coincide with the quarterly updates and reset with the beginning of a new fiscal year.

Queen Creek continues to monitor regional activity in the arena of other cities and towns working towards starting their own transportation service and what this might mean for Queen Creek in the future. The Town of Gilbert began their own ambulance service at the end of July 2021 and the City of Mesa is anticipated to fully take over ambulance services in their city in early 2022. Since Gilbert began their service, and operational changes were made by American Medical Response (AMR) in both Gilbert and Queen Creek, a number of service level deficiencies have been noted and communicated to AMR in Queen Creek. Potential financial impacts have been forecasted in the 5-year staffing plan and operating budgets in anticipation of Queen Creek entering into its own line of service for ambulances.

Regular meetings and other forms of communication take place to discuss any performance related issues between the two agencies (QC and AMR) and to subsequently assess any liquidated damages (monetary penalties) for any non-compliance on the part of AMR. No liquidated damages have been assessed this year.

Update for second quarter of fiscal year 2023: The order has been placed for five ambulances from the chosen vendor, Horton. At this time there is no update on production of the ambulances. QCFM continues to have regular communications with our current provider, AMR, through phone as well as in-person meetings. In-person meetings are taking place as a result of ensuring that the QCFM concerns are

communicated to the upper staff/management of AMR. In early November of 2022 AMR advised Queen Creek that the contract that was in place for emergency patient transportation services was not going to be renewed, citing, "a contract in Queen Creek was no longer sustainable". This will mean that effective January 31, 2023 AMR will be held to the response time standards as part of their existing CON with the State of Arizona, which are much different and allow AMR to respond to emergency calls for service with longer response time requirements. This could translate to a decreased level of service to Queen Creek citizens and to the QCFMD. At this time fire staff is evaluating and developing a plan to respond to the latest changes brought forth by AMR not renewing the contract.

Update for the third quarter of 2023: The private ambulance provider continues to operate without a contract and has also reduced the number of ambulances in Queen Creek by one unit, from 2.5 units to 1.5 units. In response to this Queen Creek Fire and Medical placed our one and only ambulance "in service" on February 4, 2023 and staffing it with existing sworn fire personnel. This has worked out well in terms of being able to staff the ambulance on a full-time basis. Recruitment for the ETS program has started with the posting for the Compliance Officer position, no interviews have been held yet. The remaining positions will follow in the months of May and June. We are also planning to receive two of the five ambulances we ordered last April in July and as soon as we receive those we will get those units in service and providing services. The timeline for the remaining three ambulances to arrive has not been determined yet. The reason we are getting two of the ambulances prior to the other three is that we were able to secure the two units as "demo units" that were already in production with the vendor.

Objective 2.2.1

Jul 01, 2018 - Jun 30, 2023

Some Disruption

Progress 75%

Complete and monitor the emergency transport agreement with Town of Gilbert, American Medical Response and Department of Health Services. This includes monitor monthly performance standards within the contract.

This Objective is an on-going part of the daily operations within the fire department in providing emergency patient transportation to a hospital. As such, this Objective will remain one that is ongoing throughout the fiscal year. "Progress" percentage updates will coincide with the quarterly updates and reset with the beginning of a new fiscal year.

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reason we are getting two of the ambulances prior to the other three is that we were able to secure the two units as "demo units" that were already in production with the vendor.

Goal 2.3 Progress 75%

PUBLIC SAFETY QCFMD- Continue and update the Emergency Operations Plan (EOP) for response capabilities and community preparedness and Community Emergency Response Training (CERT) classes. The QCFMD has established a goal of certifying ten percent of Queen Creek's population by 2023 in CPR, including "hands-only" CPR. Continue efforts in training and developing plans to better prepare Queen Creek when responding to and mitigating hostile events, such as active shooters.



	%	#
● On Track	100.0	1

Objective 2.3.1: Continue to support Public Safety's response capabilities in the EOP through the following means: Support and maintain a volunteer system for disaster response under the umbrella of the Citizen Corps Community Emergency Response Team (CERT) program. Maintain CERT Basic Training Class for Citizens. Disaster Management & Awareness Training Classes, Demonstrations, and Presentations to the Community. (75% completed)

Queen Creek Fire and Medical has officially reinstated all programs that were suspended during the pandemic. This includes all forms of public education and public interaction opportunities. Some examples include; station tours, truck displays and tours, CERT classes, CPR and Stop the Bleed instruction to name a few. While the response has been somewhat slow in terms of the public taking advantage of these programs we anticipate a full return to pre-pandemic levels.

Update for the third quarter of fiscal year 2023: CERT training courses are continuing. Public education and program courses such as CPR, car seat inspections, and Stop the Bleed still have returned to normal levels that were seen during pre-pandemic, particularly in the area of CPR training. In the area of public interactions at the fire stations, such as station tours, we have seen a normal return in terms of interest in this area. Additionally, QCFM and QCPD have been meeting with QCUSD staff to develop and provide additional training to school staff to prepare all entities better during hostile events at schools. Better coordination beforehand will translate to these events being managed in a more efficient manner.

Objective 2.3.1

Jul 01, 2018 - Jun 30, 2023 On Track Progress 75%

Continue to support Public Safety's response capabilities in the EOP through the following means:

Support and maintain a volunteer system for disaster response under the umbrella of the Citizen Corps Community Emergency Response Team (CERT) program.

Maintain CERT Basic Training Class for Citizens.

Disaster Management & Awareness Training Classes, Demonstrations, and Presentations to the Community.

Queen Creek Fire and Medical has officially reinstated all programs that were suspended during the pandemic. This includes all forms of public education and public interaction opportunities. Some examples include; station tours, truck displays and tours, CERT classes, CPR and Stop the Bleed instruction to name a few. While the response has been somewhat slow in terms of the public taking advantage of these programs we anticipate a full return to pre-pandemic levels.

Update for the third quarter of fiscal year 2023: CERT training courses are continuing. Public education and program courses such as CPR, car seat inspections, and Stop the Bleed still have returned to normal levels that were seen during pre-pandemic, particularly in the area of CPR training. In the area of public interactions at the fire stations, such as station tours, we have seen a normal return in terms of interest in this area. Additionally, QCFM and QCPD have been meeting with QCUSD staff to develop and provide additional training to school staff to prepare all entities better during hostile events at schools. Better coordination beforehand will translate to these events being managed in a more efficient manner.

Goal 2.4 Progress 75%

CAPITAL IMPROVEMENT PROGRAM QCFMD - Continue efforts to construct a support services building for fleet services, warehousing, and skills training.



	%	#
● On Track	100.0	2

Objective 2.4.1: Select a site for a future Support Services Building, complete design and begin renovations. (75% completed)

Since the last update the town is now moving in another direction to try and get this project to the finish line. The town is looking at an existing building on about 10 acres of land that could satisfy both QCFM along with QCPD for storage, training, and other needs that each department has. Town Council is involved in the discussions but we have not reached a point for them to provide further direction. We anticipate that renovation costs will be available by the end of October 2022 and this will prompt staff to take the proposal forward to Town Council in November 2022. If approved, we will then move forward with design completion with the hope of having this step completed by the end of FY 23 and possibly begin renovations in early FY 2024.

Update for the second quarter of 2023: In December of 2022 the Queen Creek Town Council approved the purchase of the land and building that is known as the Barney Family Sports Complex to be used as a support services building for both public safety entities in Queen Creek. This real estate purchase was finalized with the escrow closing in early January 2023. The CIP Department is now actively pursuing the completion of an RFQ to select a design team for the project. The completion of design is anticipated by the fall of 2023.

Update for the third quarter of 2023: The design contract has been awarded and a "kick-off" meeting for design has been set for April 26, 2023.

Objective 2.4.2: Complete manufacturing and place replacement Engine 412 in service. (75% completed)

This Objective has been completed. The replacement fire truck was placed in service in mid-July of 2022.

Update for the second quarter of 2023: This Objective will be changed to "Engine 413" from "Engine 412". Fire staff recognized that due to supply chain issues significant delays were being reported by fire truck manufacturers causing delivery dates to be extended from one year to two years. Based on this, the replacement fire truck for Engine 413 that was scheduled for FY 2024 was recommended to be accelerated to avoid any future delays that might be realized. In September of 2022 Town Council approved accelerating this purchase and in October 2022, the order was placed for this replacement fire truck. It will likely take the full two years to complete which will mean Queen Creek will take delivery in the fall of 2024.

There are no changes to this Objective since the second quarter of 2023 update. Replacement Engine 412 has been completed and we are now completing the build on the replacement Engine 413.

Objective 2.4.1



Select a site for a future Support Services Building, complete design and begin renovations.

Since the last update the town is now moving in another direction to try and get this project to the finish line. The town is looking at an existing building on about 10 acres of land that could satisfy both QCFM along with QCPD for storage, training, and other needs that each department has. Town Council is involved in the discussions but we have not reached a point for them to provide further direction. We anticipate that renovation costs will be available by the end of October 2022 and this will prompt staff to take the proposal forward to Town Council in November 2022. If approved, we will then move forward with design completion with the hope of having this step completed by the end of FY 23 and possibly begin renovations in early FY 2024.

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Update for the third quarter of 2023: The design contract has been awarded and a "kick-off" meeting for design has been set for April 26, 2023.

Objective 2.4.2

Jun 01, 2021 - Jun 30, 2023

On Track

Progress 75%

Complete manufacturing and place replacement Engine 412 in service.

This Objective has been completed. The replacement fire truck was placed in service in mid-July of 2022.

Update for the second quarter of 2023: This Objective will be changed to "Engine 413" from "Engine 412". Fire staff recognized that due to supply chain issues significant delays were being reported by fire truck manufacturers causing delivery dates to be extended from one year to two years. Based on this, the replacement fire truck for Engine 413 that was scheduled for FY 2024 was recommended to be accelerated to avoid any future delays that might be realized. In September of 2022 Town Council approved accelerating this purchase and in October 2022, the order was placed for this replacement fire truck. It will likely take the full two years to complete which will mean Queen Creek will take delivery in the fall of 2024.

There are no changes to this Objective since the second quarter of 2023 update. Replacement Engine 412 has been completed and we are now completing the build on the replacement Engine 413.

Objective 2.5.1

Jul 01, 2021 - Jun 30, 2022

Completed

Progress 100%

PUBLIC SAFETY QCPD: Continue building the Department infrastructure and foundational elements including policy/procedure, staffing, training programs, internal oversight, communication, workflows, technology, reporting, equipment, supplies, software, IT systems, budgets, deployment plans, schedules, and other processes. With these organizational rudiments, QCPD will be able to ensure a smooth transition from County law enforcement to local policing methodologies.

During the 4th Quarter of this fiscal year, the Queen Creek Police Department (QCPD) has been engaged in a variety of actions, events, and process development. These activities have been focused on operations and infrastructure elements including but not limited to:

Policy & Procedure: We continue to work through various policy updates and the ALEAP accreditation requirements. We have completed several key procedural manuals for operational and administrative areas within the department and continue to expand the virtual library as needed.

Staffing: At the end of this quarter, we completed all our hiring with the exception of one sworn position. We have also completed all testing and preliminary backgrounds for FY23 sworn positions (lateral & recruit) and the remaining FY22 vacancy.

Training Programs: During this period, we completed our second quarter advanced training module; and we had 5 sworn staff complete their field training. We also sent more than 40 different officers and professional staff to specialized training, conferences, and/or symposiums.

Internal Oversight, Communication, & Workflows: We have started developing an employee engagement plan that will begin next quarter. This includes surveys, feedback/listening sessions, and mentoring opportunities.

Technology & Software: During this quarter, we have completed the configuration process for several additional software programs including Know Your Force, Case Service, Everbridge, and My Safety Call.

Objective 2.6.1

Jul 01, 2021 - Jun 30, 2022

Completed

Progress 100%

COMMUNITY PARTNERSHIP QCPD: Increase community engagement and partnership by focusing on building trust, transparency, legitimacy, and a safe social environment.

During the 4th Quarter of this fiscal year, we focused on developing everyday opportunities for staff to increase engagement and develop trust with community members. As discussed in section 2.6.1, we have conducted or initiated nearly 3,500 calls for service (1,500 hours) related to community outreach or engagement activities (Jan 11-June 30). One of the activities that had a tremendous impact on building positive relationships was our “Vacation Watch” program. During this quarter we received and managed more than 100 requests. On more than 50 different occasions, we have received an outpouring of appreciation and compliments on the activity and effectiveness of the program.

In addition to our resident and faith-based efforts, we have created a robust retail/business network designed to share information and data in a near real-time manner. We are also able to share best practices, new intelligence, and other pertinent trends quickly and effectively

Objective 2.7.1

Jul 01, 2021 - Jun 30, 2022

Completed

Progress 100%

PUBLIC SAFETY QCPD: Develop and implement the police program facets outlined in the 2019 Police Services Study (E.G., "Desired Police Program - Defined"). These steps, philosophies, systems and operational patterns will provide a structured effort necessary to engage the community, develop partnerships, deliver desired level of service, and maintain a high quality of life.

During the 4th Quarter of this fiscal year, the Queen Creek Police Department (QCPD) has worked to refine and employ specific police program facets including:

Community-Oriented Policing (COP): This has been a core aspect of our daily operations as we launched the department on January 11th. We have enabled and encouraged officers to engage the public during standard patrol operations, directed patrols, and problem-oriented policing activities. We are utilizing our CAD/RMS system to track activities and manage ongoing efforts. We continue to host or facilitate outreach events within the community. To date (Jan 11-June 30), we have conducted or initiated nearly 3,500 calls for service (1,500 hours) related to community outreach or engagement activities.

Reporting Processes: We continue to successfully utilize our Records Management and Standards Systems. These two platforms provide the core of our reporting system. However, we have also launched several other ancillary systems that provide resources and adjuncts to the overall reporting process. We have continued to develop our auditing and oversight procedures that will work with these systems. Major auditing activities will begin after the completion of our first 6 months (1 quarter of FY 22-23).

Management Communication: In addition to the mechanism described in the previous quarter update, we have launched our enhanced mentoring/supervisor journaling program. This platform will provide immediate feedback while creating the annual eval content in real-time. We have also added a few features to our SharePoint site and will be launching that department-wide in the next quarter.

Customer Service/Quality of Life: We have completed most of the configuration for two platforms that will be launched next FY. These programs enhance our ability to measure our overall customer service and allow the resident/customer to provide specific feedback about responding officers and the overall handling of the call.

Media relations and social media: We continue to create robust communication and outreach programs through our social media platforms. During this quarter we launched several new initiatives including one called the “9 PM Routine.” We continue to receive great feedback from the community.

Goal 3.1 Progress 55%



ENVIRONMENT - Continue development of sustainable long-range plans for water, reclaimed water, and wastewater that supports the General Plan. The Town will evaluate and possibly pursue water acquisition strategies such as a Town "Effluent" Lake Program, acquiring new effluent, water credits, available water rights consistent with Arizona Water Law and Policy, and other strategies as determined necessary.

	%	#
● On Track	80.0	4
● Completed	20.0	1

Town staff is in the process of evaluating the recharge potential for additional recharge of treated effluent for the benefit of the Queen Creek Water System and its customers. Sites under review include locations within and outside of the Towns' water service area, each with their own unique benefits. The initial effort will focus on sites within the Queen Creek Water Service Area.

Staff has met with EPCOR representatives and is working on a service transition implementation plan. The plan will include customer notification, billing transition, establishment of billing and reconciliation workflows, and the negotiation and establishment of various operating agreements that are in the mutual interest of the Town and EPCOR. The Arizona Corporation Commission has recently authorized the deletion of certain service areas within the Town of Queen Creek currently service by EPCOR. Staff is in the process of mapping required workflows and coordinating with Finance and Communications on customer notification. Additionally, staff are meeting with EPCOR to complete operating agreements for the treatment and recharge of wastewater.

Objective 3.1.1



Maintain sufficient Resident satisfaction with water services to their homes.

According to the 2021 Citizen Survey, nine TOQC services evaluated received high ratings from 67% to 93% of residents. More than nine in ten residents awarded ratings of excellent or good to public library services, sewer services, water services, and trash and recycling. Water Services received an overall satisfactory score of 92% and Sewer Services received an overall satisfactory score of 93%. This will continue to be an on-going measure for the Department and those results will be shared when the next survey is completed.

Objective 3.1.2



Development of additional facilities to discharge Town reclaimed water.

Town staff is in the process of evaluating the recharge potential for additional recharge of treated effluent and surface water for the benefit of the Queen Creek Water System and its customers. Sites under review include locations within and outside of the Town's water service area, each with their own unique benefits. The initial efforts will focus on sites within the Queen Creek Water Service Area. The three sights currently under review include the SE Corner of Queen Creek and Sossaman Roads (Frisbee Park), the former gravel pit located north of the Olive Mill just south of the Queen Creek Wash between the Union Pacific Railroad and Meridian Road (Meridian Pit Property), and the former gravel pit at the SE Corner of Kenworthy Road and the Queen Creek Wash (Kenworthy Pit Property). The primary benefit of the location of recharge sites within the Town's service area is the direct benefit the Town receives in recharging water into the area of existing impact of our groundwater pumping, resulting in increased physical availability of groundwater. Staff has met with representatives from the Arizona Department of Water Resources and is working with a consulting firm on completing the necessary application for each of the sites. Each application will require technical evaluation identifying the recharge potential of each site. To date, preliminary work has been undertaken on all three sites with a more detailed review of the sites currently underway. It is anticipated that technical review, permitting and construction should be completed by mid-2025.

Objective 3.1.3

Jul 01, 2022 - Jun 30, 2023

Completed

Progress 100%

The Utilities Comprehensive Master Plan was adopted by Council in November 2023.

Finalize and Adopt the Utilities Comprehensive Master Plan.

Objective 3.1.4

Oct 13, 2022 - Jun 30, 2023

On Track

Progress 50%

Implementation of consolidated utility services for Queen Creek residents (EPCOR Exchange Agreement).

No new update from previously reported 1/19/23 - Staff has met with EPCOR representatives and is working on a service transition implementation plan. The plan will include customer notification, billing transition, establishment of billing and reconciliation workflows, and the negotiation and establishment of various operating agreements that are in the mutual interest of the Town and EPCOR. The Arizona Corporation Commission has recently authorized the deletion of certain service areas within the Town of Queen Creek currently service by EPCOR. These areas include the Ironwood Crossing, Encanterra, and Church Property subdivisions. Staff and EPCOR have discussed a tentative customer transition by 7/1/2023. Staff is in the process of mapping required workflows and coordinating with Finance and Communications on customer notification. Under the ACC decision, customer notifications will be provided by EPCOR with consultation of the Town and ACC staff.

Objective 3.1.5

Oct 13, 2022 - Jun 30, 2023

On Track

Progress 10%

Completion of operating agreements for the treatment and recharge of wastewater (EPCOR).

No new update from previous update 1/19/23. Staff continue to work with Epcor representatives and is working on establishing agreements for the treatment and recharge of wastewater.

Goal 3.2

Progress 63%



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

	%	#
● On Track	83.33	5
● Discontinued	16.67	1

The Town of Queen Creek continues to always meet the 100-year statutory water supply requirement per the Central Arizona Groundwater and Replenishment District (CAGR). All current and future subdivisions have a 100-year assured water supply. To continue to meet this objective, the Town will minimize its reliance on the CAGR to meet the groundwater replenishment requirements as established in the Arizona Groundwater Management Act and establishing the Town as a designated assured water provider. Minimizing reliance on the CAGR will have the impact of reducing costs ultimately borne by Queen Creek residents, and also to its water utility system.

Staff is in the process of reviewing and prioritizing water acquisition opportunities that the Town may elect to pursue. To date, staff has recommended and Council has taken action on a purchase and sale agreement for 5,000 AF of water from Harquahala and participation in a feasibility study for the rehabilitation of Bartlett Dam. We continue to work with the local irrigation districts on the transfer of assets and completion of operating agreements. Staff recently met with New Magma Irrigation and Drainage District and have begun the process of drafting an agreement for the wheeling of water. With the recent adoption of the Comprehensive Utility Master Plan, staff work on the continued development of efficient and effective water delivery strategies.

Conservation and Education continue to be long term goals. All Homeowner's Associations within the service area are now mapped and live within our Waterfluence software. There are 120+ HOA's that have data within Waterfluence that shows how much water they have used, a water budget, how much more or less water was used over or under budget, and how much water was "wasted" due to over use.

Objective 3.2.1

Jul 01, 2016 - Ongoing

Discontinued

Acquisition and funding of additional water rights from new water sources.

Staff is in the process of reviewing and prioritizing water acquisition opportunities that the Town may elect to pursue. To date, staff has recommended and Council has taken action on a purchase and sale agreement for 5,000 AF of water from Harquahala and participation in a feasibility study for the rehabilitation of Bartlett Dam. It is anticipated that the due diligence period for Harquahala will be completed with 12 months and the feasibility study for Bartlett Dam will be completed in calendar 2025. Most recently, the Town has received final contracts from the US Bureau of Reclamation for the delivery of Cibola water that the Town has purchased from Greenstone, LLC in 2018. Based upon the timing of the execution of the contracts and the release of funding the Town obtained from the Arizona Water Infrastructure Finance Authority, it is anticipated that the Town could be receiving this surface water allocation as early as June of 2023.

Objective 3.2.2

Oct 01, 2022 - Jun 30, 2023

On Track

Progress 80%

Transfer of assets and completion of operating agreements with local Irrigation Districts.

The Department is working with Queen Creek Irrigation District on how to successfully supply water to our irrigation customers in lieu of CAP cuts. Staff are finishing up an operating agreement with New Magma Irrigation and hope to receive a final draft soon from both attorneys.

Objective 3.2.3

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Establishing the recharge of the Queen Creek Wash.

There has been no change in the status of this objective since previous updated provided. The following provides the last status of this project and an indication of the stats of this objective.

The consulting firm of Matrix New World has tasked with preparing a site masterplan the Meridian Pit property, located at the Queen Creek Wash and UPR railroad tracks. The plan will identify the best layout of the site as well as an optimal reclaimed water recharge configuration for the site. In addition, the Town is also continuing its due diligence and anticipating the acquisition of the second recharge site, the Kenworthy Pit Property, located at the Queen Creek Wash and Schnepf / Kenworthy Roads. Matrix New World has also been tasked with determining the optimal use of the property, given the subsurface conditions in the area. It is anticipated that both properties, at Meridian and Kenworthy, will be essential components of the Town's water recharge program and long term water resource strategy. The development timelines of both locations are being contemplated in the current Integrated Water, Wastewater, and Water Resources Master Plan update.

Objective 3.2.4

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 85%

Continued development of efficient and effective Water Delivery Strategies per the Comprehensive Utility Master Plan.

"Combs Ranch Well" now has SCADA and is running it into our system (location is Sierra Vista n. of Combs). SCADA is the system that gives us control of the well site through our computer system

Quail Ranch Well (Diversified Well 1) is waiting on permitting and one last water line installation to the street in order to go into the system. (Location is Quail Run and Skyline)

Pecan Creek South Well has received a new drive and Electrical to run more efficiently.

Pecan Creek South Tank 2 has started its rehab.

Objective 3.2.5

Oct 13, 2022 - Jun 30, 2023

On Track

Progress 50%

Continue development and implementation of conservation programs for HOAs and large water user customers.

No new update from previous update provided 1/19/23. All HOA's are now mapped and live within our Waterfluence software. There are 120+ HOA's that have data within Waterfluence that shows how much water they have used, a water budget, how much more or less water was used over or under budget, and how much water was "wasted" due to over use.

Objective 3.2.6

Oct 13, 2022 - Jun 30, 2023

On Track

Progress 25%

Complete surface line inventory and public access tool for all service lines within the Town's water system.

No new update from previous update provided 1/19/23. There is a process taking place to inventory all public and private service lines that will need to be inventoried fully by the fall of 2024. This process began the first of this year (2023), and there will be a GIS map along with any records of town service lines inventoried by the 2nd quarter of 2023.

Goal 3.3

Progress 43%



LAND USE & ECONOMIC DEVELOPMENT - Plan for an economically sustainable build-out.

	%	#
● On Track	100.0	2

Development Services continues to permit and plan for new commercial and industrial developments. New Site Plan applications and applications in for permitting include

- Just Love Coffee
- Earnhardt Chevrolet
- Chandler Heights and Power Self Storage
- Industrial buildings at Power Marketplace Business Park
- Portillo's Hot Dogs
- Hudson Station Marketplace (Fry's Marketplace and Shops)
- Stack Self Storage
- Ocotillo Medical Offices
- Filiberto's

The following non-residential developments are under construction:

- Costco
- Costco Fuel Station
- Eos Fitness
- Emergency Vet Clinic
- Jack in the Box
- Pecan Plaza Shops
- Shell Building at Ocotillo and Signal Butte
- Macayo's
- Black Rock Coffee
- Scotland Court Industrial Buildings
- Shops at the Pecans Retail Shops
- Brakes Plus
- Saving Grace Church
- Caldwell County BBQ

- Dave and Busters
- Chipotle

ASLD on Supplemental 3 was approved by the Town Council on October 5, 2022. Staff continues to speak with the LG group regarding their timing of development. Staff continues to work with Economic Development on Special Projects interested in locating in the ASLD area.

Objective 3.3.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Monitor the implementation of planned industrial and commercially designated properties.

Development Services continues to permit and plan for new commercial and industrial developments. New Site Plan applications and applications in for permitting include

- Chic-Fil-A
- Harvest Granger LDS Church
- The Perch
- Cafe Zupas
- Uhaul on Ocotillo
- AZ Self Storage
- Cobblestone Coffee & Gravity Carwash
- CVV (Christ Church of the Valley)
- Vineyard Towne Center Phase II

The following non-residential developments are under construction:

- Take 5
- EOS Fitness
- Portillo's
- Jack in the Box
- Pecan Plaza Shops
- Shell Building at Ocotillo and Signal Butte
- Fry's
- Black Rock Coffee
- Vineyard Towne Center
- Shops at the Pecans Retail Shops
- Rili B's Taco Shop
- Sprouts
- Caldwell County BBQ
- Dave and Busters
- Chipotle

Objective 3.3.2

Ongoing - Jun 30, 2023

On Track

Progress 35%

In partnership with the State Land Department, proactively plan for the development of State Trust Lands.

This continues to be an ongoing goal .

Staff continues to speak with the LG group regarding their timing of development conducting bi-weekly meetings.

Goal 3.4

Progress 50%

LAND USE & ECONOMIC DEVELOPMENT - Collaborate and partner with Phoenix-Mesa Gateway Airport, Visit Mesa, GPEC, and EVP on economic development and tourism related initiatives to leverage the Town's assets; partner with other groups as appropriate.



● On Track

%	#
100.0	2

Staff attended the GPEC EDDT, and the EVP Economic Development Committee monthly meetings. Staff has been invited to participate in the Gateway Tomorrow project with PMGA. Staff participated in the Visit Mesa sales mission to England and Visit Mesa extensively promoted the Town's agritainment destinations as well as Roots N Boots Rodeo and QC Pro Bull Riding event. Staff attends EVP meetings as appropriate. Marnie Schubert sits on the Visit Mesa Board and is participating in the strategic planning effort for the organization. Continue to participate in meetings/calls with prospects from ACA and GPEC.

Objective 3.4.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Collaborate and partner with Phoenix-Mesa Gateway Airport on economic development and tourism related initiatives; monitor economic activity changes in Queen Creek areas closely tied to the airport.

Visit Mesa continues to work collaboratively with PMGA to promote flights to our region and includes Queen Creek in collateral placed throughout the airport. Staff will be evaluating other opportunities to promote Queen Creek tourism and the new website at the airport.

Objective 3.4.2

Jul 01, 2017 - Jun 30, 2023

On Track

Progress 50%

Continue membership in GPEC, EVP, Visit Mesa, and other relevant international/tourism organizations, and participate in appropriate events/sales missions.

Staff attends the GPEC EDDT monthly meetings and the EVP Economic Development Committee meetings. Staff has been invited to participate in the Gateway Tomorrow project with PMGA.

Marnie sits on the Visit Mesa Board and attends the monthly meetings.

Objective 3.5.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Work with property owners and State Land Department to develop plan for the state trust land.

Staff continues to submit the State Land site and smaller industrial sites in the northern tier for GPEC/ACA prospects; interest in the site continues to be strong for advanced manufacturing prospects.

Staff continues to be in communication with the landowners and brokers on the available industrial sites (Vlachos, Barney, Jorde, Thompson Thrift).

Staff is working with the ASLD on a text amendment that would prohibit certain intense industrial uses on the state land site.

The branding strategy for the State Land/Northern tier has been paused until the new State Land Commissioner is confirmed.

Goal 3.6

Progress 25%

LAND USE & ECONOMIC DEVELOPMENT - Continue evaluating potential annexations of lands that support the Town's Strategic Priorities.



	%	#
● On Track	100.0	1

Staff will continue to work with applicants interested in requesting annexation. There are no pending annexation cases at the moment.

Objective 3.6.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 25%

Continue evaluating potential annexations of strategic lands within the planning area.

Staff will continue to work with applicants interested in requesting annexation. There are no pending annexation cases at the moment.

Goal 3.7

Progress 42%

LAND USE & ECONOMIC DEVELOPMENT - Generate more economic synergy within the Town Center, enhance the sense of place, and attract additional investment through implementation of the Town Center Plan; attract new investment to the Town owned land.



	%	#
● On Track	100.0	3

Construction is underway on the Downtown Core Infrastructure design which includes the design of new collector and local roadways, water and sanitary sewer utilities and storm drainage systems and retention basins.

Staff is working closely with the owner of the Perch Brewery and Restaurant on the site plan and design for this project and coordinating needed public infrastructure items.

Staff will be meeting with the development team that was selected to move forward with their proposal for the Town owned land north of the USPS on April 25th. The Town and the developer have obtained appraisals.

Staff continues to with LGE/Creation on the purchase and development agreement for the site located west of the Community/Library. Staff is working closely with the development team on an approach to remove the CC&Rs restrictions that were uncovered on the title reports for the private properties along Ocotillo Road. A third appraisal was obtained and staff is negotiating with the developer on a price per square foot.

Homewood Suites is expected to break ground in April 2023.

Objective 3.7.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Implement recommendations in the approved Town Center Plan to encourage the creation of a small, walkable downtown core with open spaces nearby. Work towards the creation of an overlay district.

Downtown Core Infrastructure construction has commenced.

Proposals for the RFP for the land north of the US Post Office were due October 17; staff is working with the selected developer and has a meeting on April 25 to discuss purchase price.

The Homewood Suites is expected to commence construction by the end of April/early May.

Staff continues to work on the purchase and development agreements with LGE/Creation for the Library/Community site. Staff will be asking for Council's direction at the April 19th Council meeting.

Staff continues to work with several property owners in the Town Center/Downtown on possible Town acquisition of the properties.

Objective 3.7.2

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Track economic activity changes related to new development square footage and absorption of existing inventory.

Existing square footage in the Town (retail, office, industrial)

Retail - 2,973,491 SF with a vacancy rate of 2.0% or 60,388 SF

Office (includes medical and professional) - 224,472 SF with a vacancy rate of 3.0% or 6,841 SF

Industrial (includes industrial and flex) - 468,081 SF with a vacancy rate of 2.6% or 11,983 SF

Prior Quarter:

Retail - 2,613,778 SF - vacancy rate: 2.3% or 60,578 SF

Office (includes medical and professional) - 213,270 SF - vacancy rate: 3.2% or 6,841 SF

Industrial (includes industrial and flex) - 452,016 - vacancy rate: 5.7% or 25,906 SF

Objective 3.7.3

Jul 01, 2022 - Jun 30, 2023

On Track

Progress 25%

Complete construction of Aldecoa and Munoz streets to provide connectivity and enhance economic and commercial opportunities in the Downtown Core.

Project construction continues with underground utilities and storm drain nearing completion. Surface improvement grading efforts are now underway.

Goal 3.8 Progress 56%



LAND USE & ECONOMIC DEVELOPMENT - Implement strategies outlined in the Economic Development Strategic Plan updated to attract private investment and foster job creation by focusing on product development; Town Center development; business attraction/retention: entrepreneurship/innovation; and marketing/communication.

● On Track	%	#
	100.0	9

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

- Key Initiative - **Business Development** - Dave & Buster's will open on May 15th at the QC Marketplace. Staff met with the marketing and management team and help facilitate connections with local groups.
- Key initiative - **Business Development** - Costco opened in January 2023. Vestar continues to work on developing the balance of the QC Crossing site. Staff worked with the investment group and reimbursed the party for the QC Road ROW as per the DA.
- Key initiative - **Business Development** - Staff continues to work on large prospects from ACA and GPEC that are interested in the State Land and Vlachos site. Detailed information was submitted.
- Key initiative - **Business Development** - The Germann Commerce Center (developed by Thompson Thrift) broke ground. Staff is working closely with the broker on potential tenants for the spec space that is under construction.
- Key Initiative - **Economic Foundations** - Continue to work with Public Works and Utilities on the downtown roadways.
- Key Initiative - **Economic Foundations** - Working with Utilities and Finance Department on a water policy that protects the Town's interest in working with large water and WW users.
- Key Initiative - **Marketing** - A new industrial map tool was developed and is available online. Staff is working with C&M on a new industrial brochure (print and digital versions) to be used at upcoming tradeshow.
- Key Initiative - **Marketing** - Branding concepts for the state land site and the northern tier have been put on hold in light of new State Land Commissioner coming on board.
- Key Initiative - **Marketing** - Staff is coordinating a entrepreneur/small business event at a local business on May 12th.

Objective 3.8.1

Jul 01, 2018 - Jun 30, 2023 On Track Progress 50%

Foster office development within the Town and work to attract hotel(s).

Staff is working with LGE/Creation, the selected developer, for the Library/Communiversity site on the purchase and development agreements. This mixed use project will include over 20,000SF of office space in addition to luxury apartments, retails and local restaurants.

The Homewood Suites will break ground in late April/early May.

Staff is working a developer for the Town owned parcel (north of the USPS) on a potential office development.

Objective 3.8.2

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Amplify the marketing effort of existing class offerings and expand class offerings at the Communiversity, CGCC or ASU Polytechnic.

LGES has a lease for office space on the second floor of the Communiversity. This space is occupied by the project team (LG project managers, Yates Construction, and Faithful & Gould).

Staff continues to participate in the ASU Polytechnic Community Board meetings and Rio Salado President Advisory Council meetings.

Staff is working with CGCC reps about the College Promise Program.

Staff has participated in the Comprehensive Local Needs Assessment for QCUSD and JO Combs. Staff participated in mock interviews for JO Combs CTE students

Staff continues to engage with GPEC on a future meeting to discuss job training/workforce development related to the continued interest in the Arizona State Land site and significant employers who need a skilled advanced manufacturing workforce pipeline.

Objective 3.8.3

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 51%

Collaborate with responsible departments (utilities, Public works, Planning) on planning infrastructure to the town's main employment area, and work with property owners in the Northern Tier to strategically begin marketing this area for employment.

Staff has been meeting/talking regularly with the property owners/brokers for land east of Meridian Road, the Vlachos site, the Jorde north industrial site, and the Barney industrial sites.

The Barney's light industrial land along Germann Road (Germann Commerce Center developed by Thompson Thrift) is under construction.

Construction on the utilities for the LG site is underway.

Staff is working with the ASLD on a possible text amendment that would identify permitted and prohibited uses on the state land site.

Objective 3.8.4

Jul 01, 2018 - Jun 30, 2022

On Track

Progress 50%

Recruit industries identified within the industry cluster analysis.

Staff continues to promote opportunities for office development in QC and opportunities for flex industrial space in Power Marketplace, Inverness Commons, and the Germann Commerce Center as well as BTS development on the Vlachos and Jorde industrial land sites.

Retail interest continues to be strong. QC Crossing and the Vineyard Town Center (anchored by Sprouts) are being developed by Vestar. Costco opened in January 2023.

Staff continues to work with ACA/GPEC on several large employment prospects in the advanced manufacturing targeted sector.

New restaurants and family entertainment options have been proposed at Pecan Lakes by the Botanical Gardens.

Objective 3.8.5

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Percentage increase in sales tax revenue.

Quarter 4 - (2022 Calendar Year) Oct - Dec 2022 total collection for the categories listed was \$10,907,152.

Quarter 3 (2022 Calendar Year) July-Sept 2022 total collection was \$9,314,027

Quarter 2 - (2022 Calendar Year) April - June 2022 total collection for the categories listed was \$8,899,245.

Quarter 1 - (2022 Calendar Year) January - March 2022 total collection for the categories listed was \$8,613,964.

- Retail
- Wholesale
- Restaurants/Bars
- Manufacturing
- Hotels
- Services
- Arts & Entertainment

2021:

Quarter 1: January-March 2021 total collection for the categories listed was \$7,210,081

Quarter 2: April-June 2021 total collection for the categories listed was \$7,786,979

Quarter 3: July - September 2021 total collection for the categories listed was \$7,534,201.

Quarter 4: October - December 2021 total collection was \$9,369,944.

Objective 3.8.6

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Average weekly users of Gangplank is 8 (this is lower due to several closures due to the TC roadway project)

Average weekly users of Gangplank Program.

Objective 3.8.7

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 50%

Number of staff-assisted locates, staff-assisted business expansion and staff-assisted business retention special projects.

Q3 FY23:

37 staff assisted projects/provided information including 9 RFIs from GPEC/ACA

Objective 3.8.8

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Produce and distribute marketing materials targeting Economic Development key industries.

- Replenished marketing promo items to Hampton Inn including QC
- Provided promo items to Roots N' Boots event including 300 Shop
- Continued to support Econ Dev with the LGES announcement inc

Objective 3.8.9

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Fulfill tourism marketing on behalf of Economic Development.

An ad was created for the AAED spring conference for Economic Development.

Staff support Visit Mesa on an international mission to London where key connections were made in the travel industry.

An agritainment tourism ad ran in Play Ball 2023, which is the Exclusive Publication of the Cactus League to be published mid-February and available throughout March until the end of Spring Training. Distribution includes:

- Circulation of 100,000
- All "15" Cactus League Stadiums (examples to the Queen Creek market)
- Phoenix Sky Harbor International Airport
- Various Fanfest Activities in Teams' Spring Training home cities
- Valley Chambers, Visitors Bureaus, Valley Hotels, Restaurants and Re

Goal 3.9

Progress 49%

LAND USE & ECONOMIC DEVELOPMENT - Continue to evaluate and re-calibrate the requirements and standards in the Zoning Ordinance and Design Standards for improvement and consistency with evolving industry standards and statutory changes. Regularly review processes and procedures in our application permitting area for improvement to continue to provide high quality service to citizens and the development community.



● On Track

%	#
100.0	4

Staff is processing four requested text amendments to the Zoning Ordinance and Town Code:

1. Landscaping in the Medians - scheduled for the Oct. 19 Town Council Meeting
2. Permitted Uses Table - Data Centers - scheduled for the Nov. 2, Town Council Meeting
3. Median Signage - Scheduled for the Nov. 16 Town Council Meeting
4. Short-Term Rentals - Anticipated for the Nov. 16 Town Council Meeting

Staff is preparing to bring the industrial design guidelines text amendment to council Q1 2023

Staff has met to discuss proposed text amendments for the 2022 year, which includes general clean up alongside more substantial text amendments. Some text amendments, like the permitted uses table update, may be pushed to 2023.

Objective 3.9.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 35%

Refine Town's zoning ordinance to reflect current needs.

For the text amendments, staff is currently working on the following:

1. Industrial Design Guidelines
2. Table of Permitted Uses
3. Parking Code
4. Site Plan and Preliminary Plat Administrative Approval

Objective 3.9.2

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 35%

Update zoning ordinance to respond to recent changes in legislation.

Staff is currently preparing a text amendment to respond to a number of proposed legislation that seeks to assist the development community. Among the proposed legislation are areas where staff can approve processes administratively. Staff is preparing a text amendment to allow for all Site Plan applications that are consistent with all Zoning Code and Design Guidelines to be reviewed and approved administratively. Additionally, Staff is proposing to allow for all Preliminary Plats to be reviewed and approved administratively.

Objective 3.9.3

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 92%

Create design guidelines for industrial development.

Q2 2023. The proposed guidelines are currently being reviewed by stakeholders in the development community.

Objective 3.9.4

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 35%

INTERNAL - General item clean-up.

Staff has met to discuss proposed text amendments for the 2023 year, which includes general clean up alongside more substantial text amendments. Staff is currently working on updating the permitted uses table.

Goal 3.10

Progress 50%

LAND USE & ECONOMIC DEVELOPMENT - Work with the Arizona State Land Department (ASLD) to increase speed to market for employment uses and manufacturing opportunities. Designate team to fast track and facilitate process for strategic projects.



	%	#
● On Track	100.0	1

Objective 3.11.1: Work with the Arizona State Land Department (ASLD) on a marketing initiative to increase speed to market for employment uses and manufacturing opportunities. Work on a marketing package that outlines details about the site with input from the Town, ASLD, SRP and Pinal County. Designate team to fast track and facilitate process for strategic projects. (75% completed)

Staff continues to work closely with the ASLD - one of the main objectives is the text amendment that would prohibit certain high intensity users on the state land.

LG announced the \$5.5B capital investment in Queen Creek - the announcement includes an expansion of the LGES facility and a new facility for LGESS on the most southern portion of the site. Staff continues to work with the company representatives on the timing for infrastructure and site plan approval.

There continues to be strong interest in the ASLD site and properties in the northern tier and staff continues to respond to detailed RFIs from advanced manufacturing businesses exploring options for expansion sites. Staff has paused the work with Pat Davis Design Group (the firm that developed the Investtheqc site) on a branding strategy for this key employment area until the new State Land Commissioner is confirmed.

Objective 3.10.1

Jul 01, 2021 - Jun 30, 2023

On Track

Progress 50%

Work with the Arizona State Land Department (ASLD) on a marketing initiative to increase speed to market for employment uses and manufacturing opportunities. Work on a marketing package that outlines details about the site with input from the Town, ASLD, SRP and Pinal County. Designate team to fast track and facilitate process for strategic projects.

There continues to be strong interest in the ASLD site. The designated "project team" assigned for LGES is back on track and working with the technical teams to meet the updated timeline.

The branding strategy for the State Land site and the northern tier is on hold. Waiting for direction from the ASLD since they are the primary property owner in the area. Concepts will be presented to the Council for input once all of the property owners are on board.

Goal 3.11

Progress 59%

LAND USE & ECONOMIC DEVELOPMENT - Ensure customer rate structures are appropriately set to pay for adopted service levels.



	%	#
● On Track	50.0	1
● Some Disruption	50.0	1

The Utility Master Plan is nearly complete. Staff has also selected vendors for the utility rate & revenue analysis and the impact & capacity fee update. Information from these two projects will form the basis for recommendations on utility rates. Other progress on this goal is as follows:

Objective 3.10.1: Complete a utility rate study and, if necessary, make recommendations for adjusting rates for water, wastewater and solid waste, including an evaluation of options for altering wastewater rates for nonresidential customers. (33% completed)

A contract for the rate study was approved by the Town Council in December 2021. Staff is currently gathering demographic, financial, and rate data and other information for the consultant. A project kick-off is anticipated in summer/early fall of 2022. The rate study is anticipated to take 12-18 months.

Objective 3.10.2: Implement new Utility Billing software. (85% completed)

The implementation of the new utility billing system, including a new customer portal and field service order management system, is a significant and complex undertaking. Testing of software functionality continues. Recently, significant progress has been made with the software vendor resolving several critical tickets. Staff and the vendor are preparing to move into the final testing stage in August. A go-live date has not yet been set.

Objective 3.10.3: Update the Town's impact and capacity fees to account for new growth projections and infrastructure needs. (40% completed)

Finance paused the impact & capacity fee update work with the consultants to give us time to complete the Water Master Plan, WIFA funding, WIFA refinancing, bond rating, and parks excise tax debt issuance, and to allow us to get through the FY23 budget cycle. We are now ensuring that we have complete and accurate CIP project lists to work with for all impact & capacity fee areas (parks, roads, fire, police, water, & sewer). We intend to re-engage with the consultants in August 2022.

Analyzing current impact fee fund balances revealed that the Town has collected enough Building and Library impact fees to pay off the debts associated with those fees. The Town Council took action in June to turn off the Building fee and is expected to turn off the Library fee in August or September. Finance is evaluating options for defeasing the debts related to these two fees and then pay them off when they become callable in 2026.

Objective 3.11.1

Ongoing - Jun 30, 2023

On Track

Progress 33%

Complete a utility rate study and, if necessary, make recommendations for adjusting rates for water, wastewater and solid waste, including an evaluation of options for altering wastewater rates for nonresidential and our-of-Town customers.

A contract for the rate study was approved by the Town Council in December 2021. Staff is currently gathering demographic, financial, and rate data and other information for the consultant. A project kick-off is anticipated in summer/early fall of 2022. The rate study is anticipated to take 12-18 months.

Objective 3.11.2

Ongoing - Jun 30, 2023

Some Disruption

Progress 85%

Implement new Utility Billing software.

The implementation of the new utility billing system, including a new customer portal and field service order management system, is a significant and complex undertaking. Testing of software functionality continues. Recently, significant progress has been made with the software vendor resolving several critical tickets. Staff and the vendor are preparing to move into the final testing stage in August. A go-live date has not yet been set.

Goal 4.1

Progress 75%

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

● On Track

%	#
100.0	1

Objective 4.1.1: Work with departments to determine infrastructure needs included in their master plans, or other needs within the five year CIP planning timeframe. (75% completed)

During the third quarter of FY2022/23 CIP Department staff continued to work with Utilities, Public Works, Parks, Fire and Police to review upcoming infrastructure needs based on their master plan when available, or new requirements that have occurred. This information was used to complete the FY2023/24 CIP Recommended budget that was released by the Town Manager at the end of March 2023.

Objective 4.1.1

Jul 01, 2022 - Jun 30, 2023

On Track

Progress 75%

Work with departments to determine infrastructure needs included in their master plans, or other needs within the five year CIP planning timeframe.

During the third quarter of FY2022/23 CIP Department staff continued to work with Utilities, Public Works, Parks, Fire and Police to review upcoming infrastructure needs based on their master plan when available, or new requirements that have occurred. This information was used to complete the FY2023/24 CIP Recommended budget that was released by the Town Manager at the end of March 2023.

Goal 4.2

Progress 98%

CAPITAL IMPROVEMENT PROGRAM - Implement the Parks and Recreation Master Plan.

● On Track

%	#
100.0	1

Staff will be presenting options to fully fund the construction of Mansel Park Phase II, Frontier Family Park and the Rec/Aquatic Center at the April 19 Town Council meeting. Staff is also meeting with the consultant to begin the Parks & Recreation Fee Study, with results anticipated to be presented to Council in fall of 2023.

Objective 4.2.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 98%

Implement approved extension to Sonoqui Wash.

Test update to see if changes take and Marnie can view them.

Objective 4.3.1

Jul 01, 2022 - Jun 30, 2023

On Track

Progress 50%

Successfully complete the construction of Frontier Family Park, and substantially complete construction of the Recreation and Aquatic Centers.

Site grading, lake infrastructure improvements and underground utility work are continuing to progress as part of Stage 1 and Stage 2 construction. Work has begun on ballfield improvements and irrigation systems. Stage 3 improvement plan preparation is complete. The Recreation and Aquatic Center design is approaching 95%. Value engineering considerations are continuing. Due to costs coming in higher than anticipated, staff reviewed options with the Budget Committee, which approved an additional funding recommendation going to the full Council at their April 19 meeting. The Council will also be reviewing options to replace shade and seating that was removed as part of the VE efforts.

Goal 4.4

CAPITAL IMPROVEMENT PLAN - Ensure long-range financial plans are in place to adequately build, maintain, and replace needed infrastructure.

The Town has secured financing for projects on the utility CIP Master Plan and for Phase I of the Parks Master Plan. The Town also secured financing for acquisition of land that will be used for building out Phase 2 of the Parks Master Plan. Finance and Utility staff continue to monitor progress on acquisition of water rights and will bring financing options to the Town Council once those transactions are ready to be completed. Other comments on this goal are noted in the following objectives:

Objective 4.8.1: Update the Water and Wastewater Rate Models to keep pace with revised projections of revenues and costs. (90% completed)

The Combined Utility Rate model continues to be refined and updated. Work continues on the following items: 1) CIP Project Funding – In May, the Town Council approved resolutions authorizing WIFA Drinking Water and Clean Water Loans totaling \$56M for construction of water and wastewater infrastructure. The WIFA loan transactions were closed in May and include terms that are much better compared to open market financing. The WIFA financing will provide funding for CIP projects planned for the next 2-3 years. 2) Revenue growth assumptions to ensure alignment with projected development activity. 3) Understanding water consumption patterns as water rates are analyzed. The Utilities Master Plan project that is underway right now has brought to light several CIP projects and other system enhancements that will need to be accommodated within the rate models once the Master Plan is complete.

Objective 4.8.2: Issue new utility system revenue bonds for ongoing capital projects and water acquisitions. (100% completed)

In December 2021, the Town closed on an \$85 million variable-rate 3.5 year financing with US Bank to fund a portion of the utilities infrastructure needs identified in the Water Master Plan update. In December, the Town also closed on an \$8.2 million WIFA loan to finance the Town's NIA water acquisition costs.

In May 2022, the Town closed on two loans totaling \$56 million through WIFA for water and wastewater CIP projects. That month, the Town also closed on a refinancing of a 2008 WIFA loan through a fixed-rate financing with Bank of America.

The total amount secured through these debt issues is expected to fully fund the Town's water and wastewater CIP project lists at least through the end of FY23 and possibly further, depending on when the projects begin and how long they take to complete.

Goal 4.5

Progress 48%

CAPITAL IMPROVEMENT PLAN - Develop an innovative infrastructure system that meets the needs of future generations.

1. Identify and leverage new and emerging technologies for transportation utilizing methods such as: leveraging public and private investment, increasing operational capabilities, implementing cool pavement seal coats, and conducting transit feasibility studies.

2. Identify and revise as necessary, the most recent space needs for public works facilities, based on town growth and the number of municipal facilities added or planned (such as fire stations and park buildings, etc.). Include possible solar/electrification, material storage requirements and fueling infrastructure.



	%	#
On Track	75.0	3
Completed	25.0	1

Objective 4.10.1: Implement initial phases of Town Center infrastructure, that is, water, sewer and storm drain systems. Partner with private sector on infrastructure as appropriate to leverage resources and accelerate investment. (55% completed)

A CMAR was selected and contract negotiation is underway. Construction document finalization is wrapping up. Resolution utility conflicts is also near completion. Construction is anticipated to commence in the first quarter of FY2023.

Objective 4.10.2: Develop policies that encourage public and private investment in transportation technology related to autonomous vehicles. (80% completed)

Public Works and IT have submitted a Supplemental Request for FY23 to research and procure software to utilize better technology to manage fiber optic connections throughout the town. These types of records must, by necessity, include managing existing fiber connections, routes, splices, etc. Information Technology and Traffic have a need for software which can track these records and provide the tools necessary to manage the Town's fiber optic network operations. NO FURTHER UPDATE

Objective 4.10.3: Leverage the use of new and emerging technologies to enhance operational capabilities of the transportation system. (75% completed)

1. All field equipment has been deployed, including 19 new controllers. Equipment installation is 100% complete.
2. ADOT is about 50% through their testing and acceptance procedures.
3. 400 hours of training by Econolite was included; about half have been expended.

Objective 4.10.4: Conduct a transit feasibility study to determine the timing for providing transit services for the elderly and the disadvantaged and consider alternative approaches to providing these services, such as: ride share, UBER, and LYFT. (83% completed)

Public Works Staff is planning a transit/feasibility study in FY23, based on State Route 24 and future growth possibilities. Staff has secured grant funding with Valley Metro/MAG for future transit projects.

Objective 4.10.5: Implement Water Master Plan. (75% completed)

The Town is continuing to focus on the New Comprehensive Master Plan. Utility Staff and Finance Staff are continuing to review and provide comments to the Engineering Consultant so that metrics match each other and make sense for projections. Town Staff is also working together to ensure the updated CIP list is compatible to the Towns budget. There are also several other related items to the sewer portion of the Master Plan and the sewer operations:

- Related Master Plan Items
 - Ensure flow projections match population projections
 - Finance is reviewing winter average demands and determining how to move forward with output from Carollo.
 - EPCOR/Service areas have been established and agreed upon. Final approval is still needed from the ACC to make it complete.
 - Working on strategy with EPCOR for Developments (Combs Ranch, Quail Ranch, Skyline Village, Bella Vista) that are part of the exchange and reviewing/approving construction plans and specifications.
 - State Land (ASLD) Industrial Users
 - Wastewater Treatment Plants & Expansion
 - WIFA funded projects have been identified and presented to WIFA.
 - WIFA accepted the project list

- WIFA is proceeding with environmental reviews on all projects.
- GRWP Flow Studies
 - GWRP Plant Expansion
 - Quantify Flow – Comments have been made to consultant from GWRP Partners and a new draft is being implemented for further review.
 - Updates to meter/flume
 - Study identified major construction needed on Town flume at Queen Creek Rd.
 - Met with Engineer consultant to conduct testing before implementing repair needs
 - Installing new laser meters at all outlet locations to compare permanent meter flows.
- GRWP Reclaim Studies
 - Pump Back options
 - Scalping Plant
 - Utilize Gilbert Reservoir short term
 - Town has taken flows off the Queen Creek site and is solely utilizing Town of Gilberts reservoir and sending more flow to RWCD through our newly installed Pecos turnout.
 - Water Credit to Mesa to send to GRIC: City of Mesa has drafted an agreement and has provided it to their legal team for review.
 - TOQC reservoir at the GWRP
 - This was discussed and identified as the last option the Town wants to participate in. This item has been identified in the CIP for the future.

All these items are essential to a functioning system and help us keep up with current growth and potential growth. A lot of planning and strategies are involved to aid in the fiscal impact many of these decisions will have. The Comprehensive Utility Master Plan, which as mentioned before, will provide a more in depth holistic look into what projects are needed.

Objective 4.5.1



Develop policies that encourage public and private investment in transportation technology related to autonomous vehicles.

I.T. is working with Procurement on a fiber master plan. I.T. has the approved budget to work on the master plan and certain fiber projects.

Objective 4.5.2

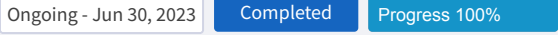
50% of the undersized signal cabinets have been installed.



Leverage the use of new and emerging technologies to enhance operational capabilities of the transportation system.

Objective 4.5.3

Staff coordinated the ALF funds to be transferred to MAG and identified future opportunities for a transit study to include rideshare capabilities.



Conduct a transit feasibility study to determine the timing for providing transit services for the elderly and the disadvantaged and consider alternative approaches to providing these services, such as: ride share, UBER, and LYFT.

Objective 4.5.4

This item was brought to the Council for direction on April 5, 2023. Per the Council's direction, we are reviewing the process for the Energy Block Grant voucher program. We will subsequently be developing and advertising a solicitation for Requests for Qualifications in May to be brought forward to Council for review in August. Initial review shows that the Energy Block Grant deadline for grant/voucher applications is January 31, 2024.



Conduct a Town-wide Electrification Study. This study would include Electrification of Town Fleet, EV Stations, but internal and external, Utilizing Solar, Infrastructure needed for Municipal Buildings, Parks and Town Center, and Grant options.

Goal 4.6 Progress 75%

CAPITAL IMPROVEMENT PLAN: Implement the water master plan, and begin delivery of the projects identified within the adopted FY22/23 CIP.



Objective 4.6.1: Work with Finance and Utilities to update the Infrastructure Improvement Plan (IIP) and complete the Capacity Fee study that will fund the infrastructure within the CIP. (75% completed)

CIP Department staff continued to work with Finance and Utilities in preparation for updating the Town's Capacity Fee Study. During the third quarter of FY 2022/23 discussions about the projects and funding sources continued as information is being gathered for the consultant group that will complete the Capacity Fee Study.

Objective 4.6.1

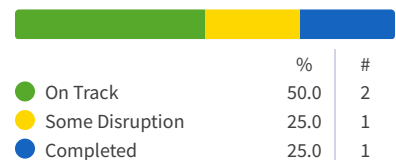
CIP Department staff continued to work with Finance and Utilities in preparation for updating the Town's Capacity Fee Study. During the third quarter of FY 2022/23 discussions about the projects and funding sources continued as information is being gathered for the consultant group that will complete the Capacity Fee Study.



Work with Finance and Utilities to update the Infrastructure Improvement Plan (IIP) and complete the Capacity Fee study that will fund the infrastructure within the CIP.

Goal 4.7 Progress 44%

PAVEMENT PRESERVATION PROGRAM - Maintain a pavement preservation plan that is cost effective and utilizes current best practices.



Public Works Staff is working with Finance staff to develop an RFQ/RFP for an Asset Replacement and Reserve Study to assist with a long-term financial plan for roadways and other Town infrastructure. (Finance was waiting until the open position was filled, plan to start this in FY23)

Objective 4.7.1

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

Finance has initiated a program to add 1.5 million each year for the replacement of roads.

Plan for total replacement of roadway; look into funding options for long-term road replacement

Objective 4.7.2

Jul 01, 2022 - Jun 30, 2023

Some Disruption

Progress 15%

No updates. PMI is no longer serving Arizona and we have to find a new vendor.

Pavement Marking Inventory - Create pavement marking inventory using automated reflectivity equipment; use reflectivity ratings to develop annual budgetary needs (possibly using Cartegraph).

Objective 4.7.3

Jul 01, 2022 - Jun 30, 2023

On Track

Progress 30%

The bid package is complete for the federally funded project at Rittenhouse and Ocotillo.

Five-Year Plan for zero offset turn lanes for safe turn lanes. Replace zero offset turn lanes with positive offset lanes to improve visibility. Develop Five-Year Plan.

Objective 4.7.4

Jul 01, 2022 - Jun 30, 2023

On Track

Progress 30%

Budgetary numbers have been received for decorative pavement replacement.

Decorative Pavement Inventory - Take inventory of decorative pavement, assign a condition rating and budget for repair/replacement, analyze fiscal impact of repairs vs. replacement; recommend replacement strategy; revise decorative pavement design standards.

Objective 4.8.1

Jul 01, 2018 - Jun 30, 2022

Completed

Progress 100%

Continue to work with technology providers to provide services Town-wide (Cell, Internet, Fiber, Etc.).

Cellular

The Town continues to work with the three providers on tower and small cell locates, and to improve coverage and capacity. Staff continues to work through Engineering Wireless Services (EWS) to maintain communication with the three providers on opportunities. Recently EWS conducted a drive and walk study of the Queen Creek Marketplace, Queen Creek District, and the Cornerstone Marketplace (Walmart), due to the low capacity of data in these shopping areas. Results will be provided by end of October, where Bruce will sit down with each of the property managers and identify locations for future cellular infrastructure to assist. The Queen Creek School District is working with Verizon to place a tower behind their administrative building and also working with all three providers for tower locates on the Crismon High School football lights.

Internet and Fiber

The Town Council will consider a license agreement with Wyyerd Fiber LLC on October 19th for a new option for resident and commercial internet. If successful with its infrastructure, Wyyerd will provide residents an additional competitive option for fiber to the home and internet services.

Objective 4.8.2

Jul 01, 2018 - Jun 30, 2022

Completed

Progress 100%

Review options for establishing an accessible fiber network to elevate the Town’s economic competitive position within the region.

Wyyerd license agreement is being considered for October 19th Council meeting. Wyyerd has committed, if feasible, to complete a portion of the Town's fiber network. Additionally, the Town has been contact by Ubiquity for an additional license agreement to complete fiber into the community. The Town's CIP continues its dig once policy and places conduit and/or fiber in the ground once work is completed for new streets or replacement.

Goal 4.9

Progress 75%

TECHNOLOGY - Implement recommendations and strategies of the prior Information Technology Strategic Plan (ITSP).



● On Track

%	#
100.0	13

Objective 4.9.1: Implement recommendations and strategies of the Information Technology Strategic Plan. (25% completed)

- Fiber Assessment
 - An RFP is underway for a Fiber Master Plan. It is expected that the process should be completed in FY23 Q2. Once a vendor has been identified for this and the project kicks off, a projected completion date will be determined.
- Secure Email Procedures
 - Virtu was set up and activated in Nov 2020 by the Systems and Support Team. The Business Analyst Team created the Standard Operating Procedures in March of 2021 and provided training in June 2021. The current guide is available on the HUB.
- Create an environment that will provide a Secure Data Management program
 - A new Secure Data Management platform is being evaluated to replace tools that are currently in place which better match our environment. The product being considered for this initiative is called DataSecurity Plus by ManageEngine.
- Improve Security by using a 360 security for Utilities (Wellsites, Water & Wastewater)

- This project is scheduled to kick off in October and will be run in partnership with the Utilities department.
- Provide a minimum baseline of education and training, including ITIL
 - Researched available vendors and received quotes on ITIL training for on-site training for I.T. staff. A vendor was selected and dates have been set. The training will occur with the I.T. Department separated into 2 groups in order to maintain work coverage for the Town. Dates are set for Nov 2 - 3, 2022 and 14-15, 2022
- Implement intuitive tools - ITSM/ITAM Platform
 - The IT Systems team has explored two ITSM/ITAM platforms (TeamDynamix and ManageEngine) and will be working with the Applied Technology team to evaluate and implement a solution.
- Establish a baseline for email productivity and collaboration tools
 - We are currently leveraging the Google Suite for email and collaboration, but we will begin evaluating migration to the Microsoft platform this fiscal year for these tools going forward.

Objective 4.9.2: Provide a secure environment for transactions (Business Continuity / Disaster Recovery Plans, Security Program). (25% completed)

- Efforts related to business continuity, disaster recovery, and security are constantly evolving.
 - An updated 3-year BCP plan has been received and is moving forward
- Security Program – Policies / Training
 - Began establishing virtual Chief Information Security Officer (vCISO) services with Sentinel
 - Cybersecurity emails continue to remind staff to remain vigilant
 - Sentinel-managed quarterly KnowBe4 phishing campaigns were reconfigured and reinitiated. A campaign was successfully run for FY22 Q4.
 - New newsletter campaigns started as part of our managed security trainings - “Scam of the Week” emails began for IT staff as an additional way to stay up to speed on current threats.
- Network Equipment upgrades to allow for connectivity redundancy
 - Expanded QCPD network infrastructure to to allow for continued growth, better redundancy, and better overall network performance
- Kicked off a multi-pronged project with our Sentinel virtual Chief Information Security Officer (vCISO) regarding Pay Card Industry (PCI) compliance related to credit card transactions, CJIS compliance, and overall security posture
- Worked with Sentinel Technologies to establish a new VLAN to be used for Internet of Things (IoT) devices on the Town’s network. These are devices which require internet connectivity, but no access to Town resources.

Objective 4.9.3: Meet Town Service Level Expectations (Technology in New Buildings, Infrastructure Upgrades, Facility Expansion, Relocation and Modernization). (25% completed)

- Sentinel Security Operations Center providing managed 24/7 security monitoring.
- Insentra continues to provide 24/7 performance monitoring of key servers and systems related to Citrix VDI.
- Replaced aging Cisco DMZ VMware server (used for SDWAN, Jabber, and Munis printing) with a new, more robust Dell Server and migrated all DMZ workloads to this new server
- Deployed new log aggregation server to be utilized by Utilities and their vendor to allow them to better manage the SCADA network and its performance
- Implemented VMware Virtual Cloud Disaster Recovery solution, the Town's new disaster recovery solution for our existing critical virtual infrastructure
- Worked with Sentinel Technologies to complete the implementation of Cisco Identity Services Engine (ISE) for network device authentication. This project included the decommissioning of the previous authentication infrastructure (Cisco ACS).
- Began working with HR and Knowledge Services to initiate the process to bring on a temp-to-hire Sr Systems Administrator. The process to recruit for this position was unsuccessful.
- Completed upgrade of Datrium storage infrastructure to address several, potentially business disrupting software bugs
- New Buildings – IT Planning and Deployment
- Fire Station 5
- Fire Station 5 is completed and up on a temporary fiber link through the old temp station 5
- New fiber will be installed all the way to the station by the end of October, per CIP
 - CIP Building (FOF)
 - Terry and Cindy have been attending design meetings
 - Square footage and floor plan layouts have been accepted for the following IT areas:
 - Main Distribution Frame (MDF)
 - Storage
 - Workspace
 - IT office
 - Cubicle space
 - Rolling doors to the Workspace/Storage area have also been accepted/approved
 - Frontier Family Park
 - Cindy attended the Parks & Recreation prep for FY24 meeting on 9/14 and the following items were discussed:
 - Need to find an ISP for public gaming
 - The quantity and type of computer equipment for staff
 - Long lead times for equipment (network, computers, conference room equipment)
 - Workstations will be part of the FY24 IT hardware budget
 - Estimated staffing numbers are needed for equipment numbers
 - Large screen format for the youth gaming area
 - IT support staff for weekends (potential A/V staff)

- Terry spoke with Adam regarding holding bi-weekly meetings with IT and Parks & Rec staff, much like the meetings IT held with PD staff during that implementation

Objective 4.9.4: Ensure that Town residents, businesses, visitors and staff have easy access to information and services anytime and at any place (VDI, GIS, .GOV Transition). (25% completed)

- Continuing to monitor SeeClickFix for areas that could use improvement. Currently working on a new integration with the Code Enforcement Module in Accela.
- GIS Upgrade and Expansion
 - 2,275 new addresses created in the last quarter.
 - GIS Staff created the following interactive maps for other departments:
 - GIS team is working on creating an interactive map to embed in the town's tourism website.
 - The GIS Team worked with Communications staff to create a [map tool](#) that will allow residents to estimate the amount of landscape areas they have on their property so they can enter that information into a website where they can get information about their water use.

Objective 4.9.5: Reduce time to access Town services and conduct business (Electronic Plan Check / Permitting System, Wireless Infrastructure). (25% completed)

Continuing to improve Accela service delivery for the development community by:

- Implementing the Code Enforcement module. BA Team along with TruePoint (Town's Accela partner) will discuss the configuration requirements and analyze business processes.. Accela's Code Enforcement module will replace GoEnforce and is expected to integrate with SeeClickFix. Estimated go-live is December 2022.
- Implementing Traffic and CIP modules. True Point, the Town's Accela consultant, was onsite to meet with project teams to review scope and meet various town staff. A lot of great discussion occurred with the two project teams.

Objective 4.9.6: Generate business-related cost efficiencies as a result of the effective application of technology. (25% completed)

- Migrated CivicPlus CivicRec to Azure AD authentication. This will both ease and better secure user password management
- Migrated Everbridge (QCPD application) to Azure AD authentication

Objective 4.9.7: Implement integrated applications to support internal and external information needs while enabling data sharing and exchange (Cartegraph, MUNIS, Contact Management System) (25% completed)

- Digital Asset management Software, Canto, project kicked off. Single Sign-On implemented for staff. Anticipated Go-Live in late October 2022.
- ViewCenter: Continuing to work toward centralization and digitization of Town documents.
- Cartegraph: Fuel Tank inspection in process. Work includes new datasets in GIS, new assets in Cartegraph, adding forms with correct fields for the Fuel Dispensing report and creating custom reports for staff.

Objective 4.9.8: Leverage partnerships and IGAs with other communities. (25% completed)

- MS-ISAC (the Multi-State Information Sharing & Analysis Center) has proven instrumental in supplying real-time security related information. IGAs are in place with the Town of Gilbert for technical assistance for the Town's signal systems and RNC (Regional Community Network). Fire systems play a role in the regional automatic response agreement.

- Mike attended the AZCIO 4th quarter meeting in Flagstaff on 8/29. Great discussions were held about relevant issues such as IT governance and security.

Objective 4.9.9: Ensure that IT investments slow the growth of operating costs. (25% completed)

- IT has built standards around PCs, software, replacement cycles and more with the goal of keeping staff operational and reducing the overhead required to manage variations.
- IT entered into a five-year computer lease instead of purchasing to more efficiently manage the computer lifecycle process.
- IT has implemented cabling standards to be utilized for all new buildings as well as changes/additions to existing buildings.
- IT is installing additional fiber connections between the MSB and PSB to cover all current fiber needs as well as future needs. This should be completed in FY23 Q1.

Objective 4.9.10: Focus on continuous process improvement (Recreation Management System, Firehouse Upgrades). (25% completed)

- Accela continued improvements:
 - Had the kick off for Accela Code Enforcement module. BA Team along with TruePoint (Town's Accela partner) will discuss the configuration requirements and analyze business processes. Accela's Code Enforcement module will replace GoEnforce and is expected to integrate with SeeClickFix. Estimated go-live is December 2022.
 - Had initial project meetings for the Accela Traffic and CIP projects. True Point, the Town's Accela consultant, was onsite to meet with project teams to review scope and meet various town staff. A lot of great discussion occurred with the two project teams.
- MUNIS Pace Program: Working with MUNIS to provide additional training for staff for continued process improvement within our ERP system: (Payroll, HR for benefits).
- MUNIS: Kicked off the MUNIS General Billing and Citizen Self Service Project.
- MUNIS: Implemented the Test phase of the MUNIS upgrade. Testing will take place from September through December with an anticipated Go Live at the end of December with V2021.5.
- Continued to work on the new False Alarm system, Alarm Program Systems (APS), that will replace the current system used by Fire. Queen Creek Police Department will take ownership of the new system once implemented.
- Implemented My Safety Call, telephone reassurance software providing safety calls to seniors (or anyone) in the community with the QCPD. First citizen signed up with the system. Staff are wrapping up documentation and user guides are being prepared for staff training.

Objective 4.9.11: Continuously evolve security standards, policies and procedures. (25% completed)

- Scheduled new phishing campaign for new quarter - Ongoing
- The IT Strategic Plan is completed and currently being implemented.
- Monthly meeting security review shows steady improvement in outward security posture.
- Weekly meetings with Sentinel's virtual Chief Information Security Officer (vCISO) is a great opportunity to speak regularly and in-depth regarding our security posture. These meetings will continue in perpetuity
- IT has kicked off a project with Sentinel Technologies to evaluate potential gaps in technology and processes related to Pay Card Industry (PCI) and Criminal Justice Information Services (CJIS) compliance.

Objective 4.9.12: Implement tools that are intuitive, easy to use (Asset Management / Work Order System, FOIA, Muni Code, Agenda Software). (25% completed)

PEAK agenda system is now fully functional with multiple successful Council meetings completed.

- The Council iPads have been replaced with Windows laptops, allowing Council to utilize voting software better suited to our needs with PEAK
- Planning and Zoning will begin utilizing PEAK in the November meeting

Objective 4.9.13: Increase IT's technical expertise (IT Employee Excellence). (25% completed)

- Terry participated in continuing education (online) for his Project Management Professional certification in order to keep up with annual requisites.
- Eric completed the Esri training pathway for ArcGIS Pro Fundamentals which included 10 different courses.
- Cindy attended a Project Management Professional (PMP) training course
- Kim, Amy and Jennifer attended the International Institute of Business Analysts local Chapter annual conference.
- Shawny attended the Arizona Geographic Information Council (AGIC) annual State GIS conference. She is also a member of the conference planning committee that plans and runs the event.

Objective 4.9.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Implement recommendations and strategies of the Information Technology Strategic Plan.

- Fiber Assessment (Kim)
 - Staff issued an RFP and on April 12, 2023 the evaluation committee reviewed the responses. Funding is currently being reviewed as well. Moving this forward will provide a comprehensive report of existing fiber, fiber connections, fiber pathways and overall utilization of existing fiber. An assessment is the first step in solidifying a process by which fiber optic management and implementation can move forward.
- Secure Email Procedures (David & Kim)
 - Completed. Virtu was set up and activated in Nov 2020 by the Systems and Support Team. The Business Analyst Team created the Standard Operating Procedures in March of 2021 and provided training in June 2021. The current guide is available on the HUB. Additional information was shared with Town staff via email on March 1, 2023 and stated to reach out to the Help Desk if interested in installing and using Virtu. Currently (04/12/2023) there are 58 users.
- Create an environment that will provide a Secure Data Management program (David)
 - ManageEngine ADAuditPlus and DataSecurity Plus have been acquired and are in the process of being implemented and configured.
- Improve Security by using a 360 security for Utilities (Wellsites, Water & Wastewater) (Kim)
 - The PMO staff is currently preparing to engage with Utilities staff for pre-planning on this project. The physical security (cameras, gates, etc.) is fully dependent upon network connectivity to the MSB, and therefore requires very careful planning. Utilities staff issued project task order #1 on April 5 to Sunrise Engineering for the completion of the water production facilities site security assessment project (WA005).
- Provide a minimum baseline of education and training, including ITIL (Kim & David)
 - Completed: The Information Technology department completed training in November, 2022 around Information

Technology Infrastructure Library (ITIL). ITIL is a set of best practice processes for delivering IT services to the Town. IT staff were separated into two groups to maintain work coverage.

- Implement intuitive tools - ITSM/ITAM Platform (Kim & David)
 - IT Staff have selected Team Dynamix as the new Service Desk Management application. Contract was approved at council on April 5, 2023 and processed. Currently in the beginning phase of implementation.
- Establish a baseline for email productivity and collaboration tools (David)
 - We are currently leveraging the Google Suite for email and collaboration, but we have begun evaluating migration to the Microsoft platform. Insentra is currently performing interviews with key staff to provide a recommendation on what they suggest is the best solution for email and collaboration tools.

Objective 4.9.2

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Provide a secure environment for transactions (Business Continuity / Disaster Recovery Plans, Security Program).

- Efforts related to business continuity, disaster recovery, and security are constantly evolving.
 - Staff continues to work with the vendor to implement a successful Business Continuity / Disaster Recovery Plan (DRP) developing guidelines and procedures to be executed in the event an unplanned interruption occurs. To date, a total of 16 Plans have been drafted.
 - Staff continues to define policy and procedure for backup and recovery of critical systems within the DRP as well as business impact analysis including Recovery Point Objectives (RPO's), and Recovery Time Objectives (RTO's).
 - Each department continues to work directly with the vendor to develop Business Continuity Plans (BCP's) and document activities and information required to recover operations in the event of a crisis.
- Security Program – Policies / Training
 - Cybersecurity emails continue to remind staff to remain vigilant
 - Sentinel-managed quarterly KnowBe4 phishing campaigns were reconfigured and reinitiated. A campaign was successfully run for FY23 Q3.
 - Sentinel-managed quarterly training campaign was successfully run - Q3's training was "PII and You"
 - New newsletter campaigns started as part of our managed security training - "Scam of the Week" emails began for IT staff as an additional way to stay up to speed on current threats.
- Network Equipment upgrades to allow for connectivity redundancy
 - Expanded QCPD network infrastructure to to allow for continued growth, better redundancy, and better overall network performance - Cisco 9300 core stack configured and implemented at QCPD HQ
- Kicked off a multi-pronged project with our Sentinel virtual Chief Information Security Officer (vCISO) regarding Pay Card Industry (PCI) compliance related to credit card transactions, CJIS compliance, and overall security posture.
- Upgraded CIS AWS infrastructure from Windows Server 2016 to Windows Server 2022
- Upgraded CIS database environment from Microsoft SQL 2016 to Microsoft SQL 2019.

- Deployed Arctic Wolf Managed Detect and Respond (MDR) solution for QCPD network. This solution continuously monitors the QCPD network and endpoint to detect any anomalies that could indicate a cyber threat and is able to automatically respond and isolate these anomalies.
- Completed the decommissioning of legacy Dell Wyse Device Manager (WDM) VDI device management server that was known to have several security vulnerabilities and migrated all remaining devices to new Dell Wyse Management Suite (WMS) platform.
- Worked with Sentinel Technologies to address a vulnerability in Cisco telephones used Town-wide. Patched and remediated all 7800 and 8800 series phones to address the vulnerability.

Objective 4.9.3

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Meet Town Service Level Expectations (Technology in New Buildings, Infrastructure Upgrades, Facility Expansion, Relocation and Modernization).

- Sentinel Security Operations Center providing managed 24/7 security monitoring.
- Insentra continues to provide 24/7 performance monitoring of key servers and systems related to Citrix VDI.
- Worked with HR to continue the process to hire a Sr Systems Administrator. Interviewed several candidates, but the process to recruit for this position was unsuccessful.
- Worked with Compunet to upgrade the Town's Cisco call environment from version 12.5 to version 14.0 in preparation for our VMware ESX upgrade to version 7.0
- Upgraded both the Town's and QCPD's vCenter environments from end-of-support version 6.7 to version 7.0
- Deployed a new wireless SSID to be used by QCPD for Axon virtual reality hardware.
- Configured, and made available, a new VLAN to be used at HPEC for network connectivity to the HPEC sound system, which will enable the system to be managed from Town wireless devices through the HPEC campus.
- Deployed new HPE Nimble storage appliance and began the process of migrating municipal virtual servers to the new platform in an effort to decommission aging Datrium storage appliance.
- Completed upgrade of VMware vCenter platforms for both Municipal and QCPD infrastructure environments from legacy version 6.x to version 7.x.
- Built six new Windows servers to be used to upgrade the Town's internal Microsoft SQL cluster. Working with Thin Client computing to complete this migration.
- New Buildings – IT Planning and Deployment
 - Fire Station 5
 - Completed: Fire Station 5 is completed and up on a temporary fiber link through the old temp station 5
 - Fiber was installed all the way to the station. Waiting on testing results to be able to make the switch and pull the temporary fiber.
 - CIP Building (FOF): Postponed
 - Design contract canceled. An assessment will commence to determine future staffing and building needs, then the project will likely move forward with design at that time.

- The IT Project team will assess technological needs at a later date as needed.
- Cindy has been assigned to this project as the lead PM

- Frontier Family Park (Parks & Rec Building/Aquatic Center)
 - Dorothy implemented bi-weekly meetings with IT staff, followed with next day bi-weekly meeting with Parks and Recreation
 - Still in design - 90%
 - Various items are being worked on as part of the project

- Frontier Family Park (Grounds Building) (Grounds and Maintenance Building)
 - Still in design - 100%
 - Network design complete
 - Delivered all documentation to CTS outlining vendor scope and requirements for security and fiber. CTS proposal expected in Q4.

Objective 4.9.4

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Ensure that Town residents, businesses, visitors and staff have easy access to information and services anytime and at any place (VDI, GIS, .GOV Transition).

- Continuing to monitor SeeClickFix for areas that could use improvement. Currently working on a new integration with the Code Enforcement Module in Accela.
- GIS Upgrade and Expansion
 - 116 new addresses created in the FY23 Q3
 - GIS Staff created the following interactive maps for other departments:
 - Created a [story map](#) for Economic Development that highlights Industrial Land available for development in Queen Creek.
 - GIS staff worked with Communications staff member Amber Gough to create a Survey 123 interactive map survey that is being used by a town volunteer to collect signage information at the town parks. This inventory will be used by staff to create a sign redesign/ replacement program.
 - Created a street sweeping zone map for Public Works to show street sweeping schedules by neighborhood. This data was added to the My Queen Creek services [interactive map](#) as an addition service layer.
 - GIS staff attended training on a GIS solution to create a lead pipe inventory in order to assist the Utilities department with a federal mandate to track lead piping in the town's water service area. The map and database have been created and GIS staff are waiting for further instruction from Utilities staff on how they want to proceed next.
 - The GIS team added a new GIS Technician position. In the last 4 months David has added over 5,000 assets to the GIS data for Utilities, Stormwater and Streetlights and Facilities.

Objective 4.9.5

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Reduce time to access Town services and conduct business (Electronic Plan Check / Permitting System, Wireless Infrastructure).

- Continuing to improve Accela service delivery for the development community by:
 - Implementing Traffic and CIP modules, including electronic plan review. Configuration and testing is in process
 - Projects will run concurrently with an overall time frame of 6 - 9 months.

Objective 4.9.6

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Generate business-related cost efficiencies as a result of the effective application of technology.

- On Hold due to licensing issues with Azure and schedule delays with changing domain from queencreek.org to queencreekaz.gov. The GIS team began testing a single sign-on process to the Town's ArcGIS online hosted environment using Azure AD authentication. Currently all users have to use a log-in separate from their town windows account. This includes many users for Cartegraph and field staff who use iPads to collect GIS data for utilities. Integration testing with Cartegraph was successful and documentation is being created to help users with the new log-in process. The changing of accounts is anticipated to begin after the holidays.

Objective 4.9.7

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Implement integrated applications to support internal and external information needs while enabling data sharing and exchange (Cartegraph, MUNIS, Contact Management System)

- Completed: Digital Asset Management software project completed. Program was introduced to the Department Roundtable in December. Final training for the Communications Resource team will take place in January.
- ViewCenter: Continuing to work toward centralization and digitization of Town documents. New collections are being designed and historical records will be migrated.
- Cartegraph: Fuel Tank weekly inspection completed. Work includes new datasets in GIS, new assets in Cartegraph, adding forms with correct fields for the Fuel Dispensing report and creating custom reports for staff.
- Completed: The GIS Team completed the GIS integration with a new Sensus Pressure Profile Application that monitors water pressure in the town water system by providing data links to water meter and water zone data that can be viewed in the Sensus Application.
- CIS Billing: GIS staff have been supporting the go live of the new utility billing software by performing additional clean up of water meter data and by writing a script to export water meter data from the GIS Cartegraph database for import into CIS. The script has been automated to run on a weekly basis but work is being done to change that to a nightly basis. Additional scripting is needed to delete old files so new files can be written nightly.
- Worked with Peraton Inc. to implement a process that automates the transfer process of files to be used by QCPD for the Law Enforcement Information Exchange (LInX) platform.

Objective 4.9.8

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Leverage partnerships and IGAs with other communities.

- MS-ISAC (the Multi-State Information Sharing & Analysis Center) has proven instrumental in supplying real-time security related information. IGAs are in place with the Town of Gilbert for technical assistance for the Town's signal systems and RNC (Regional Community Network). Fire systems play a role in the regional automatic response agreement.
- Mike attended the AZCIO 3rd quarter meeting in Flagstaff on 3/31. Great discussions were held about relevant issues such as microtrenching and Microsoft vs. Google.
- Began working with multiple east valley law enforcement agencies to work on establishing interconnectivity and information sharing between all of our agencies.

Objective 4.9.9

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Ensure that IT investments slow the growth of operating costs.

- IT has built standards around PCs, software, replacement cycles and more with the goal of keeping staff operational and reducing the overhead required to manage variations.
- IT entered into a five-year computer lease instead of purchasing to more efficiently manage the computer lifecycle process.
- IT has implemented cabling standards to be utilized for all new buildings as well as changes/additions to existing buildings.
- IT renewed a three year license agreement with ESRI that will keep GIS software costs the same rate for the next three years, even if commercial software costs increase. The renewal also provides for additional licensing needed for the expansion of Carteraph so those costs will not have to be incurred by the departments doing the new implementation.
- Completed in FY23 Q3. IT installed additional fiber connections between the MSB and PSB to cover all current fiber needs as well as future needs.
- Queen Creek Municipal IT began supporting the technology needs of Queen Creek Fire & Medical in an effort to begin transitioning technology support from QCFM staff and City of Mesa IT to ToQC Municipal IT.

Objective 4.9.10

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Focus on continuous process improvement (Recreation Management System, Firehouse Upgrades).

- Accela continued improvements:
 - Implementing Traffic and CIP modules, including electronic plan review. Configuration and testing is in process.
 - Projects will run concurrently with an overall time frame of 6 - 9 months.
- MUNIS Pace Program: Working with MUNIS to provide additional training for staff for continued process improvement within our ERP system.
- MUNIS: Continuing to work on the Citizen Self Service Project. The General Billing implementation has been completed.
- MUNIS: MUNIS upgrade went live Feb 13, 2023. Completed.
- Continued to work on the new False Alarm system, Alarm Program Systems (APS), that will replace the current system used by Fire. Queen Creek Police Department will take ownership of the new system once implemented.
- IT has partnered with the Insentra Group and kicked off an advisory project to determine if and when it's time for the Town to transition email platforms from Google to Microsoft Office 365. Workshops kicked-off in February 2023 involving staff from all Departments to discuss objectives, challenges and uses of the Town's current environment (Google). Meetings are expected to continue as we gain understanding of the use of the current technology and envision the potentials of Microsoft Office 365.

Objective 4.9.11

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Continuously evolve security standards, policies and procedures.

- Scheduled new phishing campaign for new quarter - Ongoing
- The IT Strategic Plan is completed and currently being implemented.
- Monthly meeting security review shows steady improvement in outward security posture.
- Weekly meetings with Sentinel's virtual Chief Information Security Officer (vCISO) is a great opportunity to speak regularly and in-depth regarding our security posture. These meetings will continue in perpetuity
- IT has kicked off a project with Sentinel Technologies to evaluate potential gaps in technology and processes related to Pay Card Industry (PCI) and Criminal Justice Information Services (CJIS) compliance.
- IT is in the early phase of reviewing vendors' schedules for the Tank and Wellsites of the security project; Dorothy Stokely-Glidden has been assigned as the PM.

Objective 4.9.12

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Implement tools that are intuitive, easy to use (Asset Management / Work Order System, FOIA, Muni Code, Agenda Software).

- Completed: PEAK agenda system is now fully functional with multiple successful Council meetings completed.
 - The Council iPads have been replaced with Windows laptops, allowing Council to utilize voting software better suited to our needs with PEAK
 - Planning and Zoning began utilizing PEAK in the November 2022 meeting.

Objective 4.9.13

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Increase IT's technical expertise (IT Employee Excellence).

- Cindy is preparing to take the PMP test
- David De Anda and Jeff LaRosa attended the AWS "re:Invent 2022" conference to expand the Systems Team's knowledge of AWS technologies and offerings
- David Halliday completed the six week Massive Online Open Course (MOOC) from Esri on Cartography.
- David De Anda completed his CJIS Local Agency Security Officer (LASO) training.

Goal 4.10

TECHNOLOGY: Implement the use of mobile enterprise technology for trash and recycling education and outreach (including artificial intelligence) and improving efficiencies for solid waste inspections.

	%	#
● Discontinued	100.0	1

The workflows for inspections have been completed and are currently being retested. The verification process will be used in the field during a parallel testing between the legacy software and Mobile Enterprise.

The Cart Corral workflow will be used at the Waste Connections yard to determine warranty for inventory carts that return from the street. The workflow is ready for testing and will also be used for the parallel test.

The project has a tentative completion date of mid-February 2023.

Objective 4.10.1

Ongoing - Ongoing

Discontinued

Coordinate testing and verification procedures as part of the overall CIS billing software project.

The CIS/MyUtilities project was deployed to residents on March 7th, 2023. Phase II of the mobile integration with the Waste Connections Routeware software kicked off April 12, 2023, with an expected completion date of mid-July. This Phase II will provide the integration between CIS mobile and Waste Connections to improve efficiencies of customer service, reduce errors and enhance customer communication.

Objective 4.11.1

Completed.

Jul 01, 2018 - Jun 30, 2021

Completed

Progress 100%

The Town is focusing efforts on eliminating paper in its processes with a continued effort towards a 2020 paperless initiative.

Objective 4.11.2

Completed.

Jul 01, 2018 - Jun 30, 2021

Completed

Progress 100%

Continue advancing Town Virtualized Desktop Infrastructure (VDI) which significantly reduces future hardware purchases and replacements.

Objective 4.11.3

This item is fully completed. Probably should be removed from this list now?

Jul 01, 2018 - Jun 30, 2023

Completed

Progress 100%

The Recreation Department is implementing new registration software by December 2021.

Objective 4.11.4

Completed.

Jul 01, 2018 - Jun 30, 2021

Completed

Progress 100%

Explore options for recording Budget Committee Meetings to increase transparency.

Goal 4.12

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

The Town's bond ratings were upgraded by Fitch and S&P in April 2022. Other progress on this goal is as follows:

Objective 4.9.1: Update the Town's Investment Policy. (40% completed)

No change from the last update. The Town's Investment Advisor submitted a draft of revisions to the Town's Investment Policy at the end of June 2021. Since the policy has not been updated since June 2008, extensive revisions are required to bring the policy in line with the Town's current practices and objectives. Staff is still working with the Investment Advisor to finalize a draft that can be presented to the Town Council.

Objective 4.9.2: Complete rating reviews from S&P and Fitch. (100% completed)

S&P and Fitch both visited Queen Creek in March. With the Town's continued growth and solid financial performance & management, both agencies upgraded our ratings from "AA" to "AA+", a one-notch increase, which means the Town is now only one notch below a "AAA" rating.

Goal 4.13

INTERGOVERNMENTAL RELATIONS - Advocate for opportunities to advance the Town's freeway and arterial transportation needs through the inclusion of projects in the Maricopa and Pinal Regional Transportation Plans and, if approved by the voters, transportation funding shared by the respective jurisdictions.

During the Legislative Session, Intergovernmental Relations staff actively promoted the extension of Proposition 400, which includes \$148 M for State Route 24 and \$156 M worth of regional investment in Queen Creek arterials. While Proposition 400 was ultimately vetoed, it did have a strong vote count of 19 in the Senate and 37 in the House. We'll continue to work with MAG and member agencies on how we can achieve this alternatively. The final adopted State Budget also included \$15 million for the extension of the SR-24 east of Ironwood for right of way acquisition. This ask was largely supported by our entire legislative delegation.

It should also be noted this quarter, that the Pinal Regional Transportation Authority and Board of Supervisors re-referred the transportation tax to the November 2022 ballot. If ultimately passed, this will result in \$65.2 million in funds for the SR-24 and \$506.9 million in construction funding for the N-S Freeway.

Goal 5.1



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

	%	#
● On Track	100.0	3

The Town's brand awareness is being furthered through the following efforts:

QCPD celebrated one year of service to the community. They continued the strong community engagement by visiting schools, reading at the library, hosting Chips & Salsa with a cop, introducing the K9 program and hosting the second annual Public Safety Day.

The Town's award-winning Citizen Leadership Institute kicked off on Jan. 10 with nearly 100 registered participants. Mayor-Elect Julia Wheatley welcomed the participants with opening remarks and John Kross presented on Organizational and Leadership Structure. We had a great level of engagement from participants and have already received many emails and phone calls with feedback on how much people enjoyed the first session and look forward to learning more!

Coordinated and executed the groundbreaking ceremony for the downtown core connector roadways. Highlighted continued roadway improvements and progress through videos, photo updates and restriction notifications, including three videos with the CIP team.

Assisted with the ceremonial item swearing in the new mayor and council members - a video introduction of the Mayor was also shared.

The Town's strategic priorities were highlighted through the annual State of the Town. The video featured Council, staff and residents highlighting the accomplishments from 2022.

The Town received international media attention with the LGES announcement. The team supported the Econ Dev department with media support, updating the website and coordinating with the county and state.

With the utility billing system launch, collateral was created to communicate the changes in advance, including a postcard, flyer, A-frame signage, over-the-street banner and social media graphics. The payment drop off box for utility billing was refreshed with new branding signage as well as the website for utility billing.

Objective 5.1.1

Jul 01, 2018 - Jun 30, 2023

On Track

Progress 75%

Special Event and Program Partnerships.

- Coordinated the second annual Public Safety Day. Families enjoy
- Coordinated the Town's annual State of the Town address.
- Supported recreation with marketing and outreach efforts related
- Supported QCPD's Chips & Salsa with a cop at Someburros.
- Communications and Marketing supported Public Works in organ
- Communications and Marketing supported Utilities in their water c

Objective 5.1.2

Jul 01, 2021 - Jun 30, 2023

On Track

Progress 75%

Continue highlighting Queen Creek's quality of life via multi-media campaign.

- QCPD Celebrated its one-year anniversary and introduced the de
- QCFMD partnered with Hospice of the Valley and hosted a Deme
- Highlighted roadway improvements and progress through videos
- Highlighted the new parks coming to QC with a video update from
- Assisted utilities and finance with a multi-faceted outreach campa
- Highlighted the Town's quality of life through the State of the Tow

Objective 5.1.3

Jul 01, 2021 - Jun 30, 2023

On Track

Progress 75%

Trending priority public information sources and viewership of Town communications. Trending viewership of Town communications.

- Town Social Stats
 - Facebook Reach: 395,133 impressions
 - Facebook Video Views: 21,746 views
 - Twitter: 154,963 impressions (6,613 followers, +353)
 - Instagram: 14,769 Followers (+594), 496,843 Total Impressions
 - Website: 441,335 Unique Pageviews
 - Nextdoor: 21,064 Members, 157 New Members
- Most Engaging Posts:
 - Facebook: QCPD K-9 post (11,564 impressions, 1,846 engagements)
 - Twitter: QCPD alert for downtown QC (18,948 Impressions)
 - Instagram: QC Wash trail video (13,793 Impressions, 790 engagements)
 - Nextdoor: QCPD alert about Wal-mart situation (9,091 Impressions)
 - Video: QC Wash trail video (15,024 views)
- Top 5 Webpages (homepage - 59,508)
 - Pay Your Utility Bill: 62,026
 - HPEC: 11,931
 - Bulk Trash Collection: 11,589
 - Utilities: 10,894
 - Mansel Carter: 7,346
- SCF Metrics
 - Overall Tickets: 505 tickets submitted (668 with purchase of service)
 - Top five categories
 - Roadway lights
 - Code compliance
 - Traffic signals
 - Barking dogs
 - Weed treatment

- Closed tickets: 350
- Top News Releases
 - Queen Creek Breaks Ground on Downtown Core Connector
 - Queen Creek Purchases Barney Family Sports Complex for \$1.5M
 - Queen Creek's New Utility Billing System Now Live - 47.6%
- ENews: March - 42%

Goal 5.2 Progress 60%



IMAGE & IDENTITY - Evaluate current and future park amenities to ensure the community has access to a variety of up-to-date parks, trails and publicly accessible open spaces.

	%	#
● On Track	80.0	4
● Completed	20.0	1

Surveys completed by program participants list a 95% good or excellent satisfaction rate with special interest classes, and a 98% good or excellent rating for special events.

Current reports show that revenues and expenses are inline with projections for the first half of the year.

The relationship with the Maricopa County Library team remains excellent and collaborations continue in an effort to expand/enhance programming at the facility.

Staff is evaluating opportunities to replace the entry monuments at Desert Mountain Park that were lost in storms earlier in the year.

Objective 5.2.1

96.25% in the third quarter



Percentage of recreation program users rating overall satisfaction with quality of program as good or better.

Objective 5.2.2

FY22 showed a \$10.31 revenue per capita. We are on pace to match this again for FY23



Net parks and recreation revenue per capita.

Objective 5.2.3

The contract is running smoothly, and while the lead librarian has moved on, the County is working to fill the position ASAP. We are always working to find ways for Town Council members to become more involved with programming at the facility.



Coordinate with Maricopa County on issues related to the Town's IGA for library services.

Objective 5.2.4

Jul 01, 2022 - Jun 30, 2023

On Track

Progress 25%

Council approved the contract. Tuesday, April 18 is the kickoff meeting.

Implement a Fee Study for all Parks and Recreation fees to take to Town Council by late Summer 2023.

Objective 5.2.5

Jul 01, 2022 - Jun 30, 2023

Completed

Progress 100%

Staff was directed to put this program on hold indefinitely.

Update the 2007 Five Parks Master Plan, including new park properties.

Goal 5.3

Progress 50%

IMAGE & IDENTITY: Continue to support the Town's Downtown Core Arts and Placemaking Sub-Advisory Committee which is consistent with the Town Center Plan., the Economic Development Strategic Plan Goals and Council Goals. The Downtown Core Arts and Placemaking Sub-Advisory Committee should consider developing a master plan/action plan with a phased approach to implementation with the Downtown Core identified as a key area to create an environment of creativity and placemaking (as part of a larger initiative to activate the Downtown Core).



● On Track

%	#
100.0	1

The Public Arts Master Plan work has commenced. The consultant group (Designing Local) is working to schedule meetings/focus groups with key stakeholders. The March EDC meeting was dedicated to obtaining feedback from the Commission for the plan. The plan will assist the Town in establishing an approach to public art & placemaking, identify resources for the support of public art & placemaking throughout Queen Creek and to set priorities for public art with the Town.

Staff is working on the plan for the holiday lights and decorations for the 2023 holiday season.

The Downtown Arts and Placemaking Sub-Advisory Committee continues to meet and is working on a Water Conservation Art Contest as well as art project ideas for the downtown.

Objective 5.3.1

Ongoing - Jun 30, 2023

On Track

Progress 50%

The Downtown Arts and Placemaking Sub-advisory committee is working with staff on a Master Plan that will consider a phased approach to a program implementation, with the Downtown Core identified as a key area, to create an environment of creativity and placemaking. This is part of a larger initiative to activate the Downtown Core.

The Arts & Placemaking Subcommittee continues to meet quarterly.

The Arts & Placemaking Master Plan is underway. The firm, Designing Local, is reaching out to key stakeholders to gather information. The consultant Josh Lapp conducted a focus group with the EDC at the March meeting.

The goal of the Public Arts Master Plan will be to assist the Town in establishing an approach to public art & placemaking, identify resources for the support of public art & placemaking throughout Queen Creek and to set priorities for public art with the Town.

Goal 5.4

Progress 100%

ENVIRONMENT: Preserve and enhance the Town's natural resources (I.E. washes and San Tan Mountains).



● Completed

%	#
100.0	227

The Sonoqui Wash trail extension is nearly completed, and we're waiting for long-lead items to install the crosswalk. Discussions with the Community Development staff continue to occur on a regular basis about how to best connect and expand the trail system throughout the community.

Objective 5.4.1

Ongoing - Jun 30, 2023

Completed

Progress 100%

[PLACEHOLDER] Preserve and enhance the Town's natural resources (I.E. washes and San Tan Mountains).

New interim trailhead at STMRP Goldmine Trailhead is completed and open to the public. Staff worked with Traffic Division to design signage scheme to reduce illegal, disruptive, and unsafe parking along Wagon Wheel Rd.

Sonoqui Wash projects (TE200, TE210) at full design and out to bid. Bid opening is July 1. Construction schedule should be set by late summer/early fall.

Park Rangers continue work with QCPD to reduce motorized vehicles in the wash, which has damaging impacts on the natural landscape.



TOWN OF
QUEEN CREEK
ARIZONA

12.A

TO: HONORABLE MAYOR AND TOWN COUNCIL

FROM: COUNCIL BUDGET COMMITTEE, BRUCE GARDNER, TOWN MANAGER, SCOTT MCCARTY, FINANCE DIRECTOR

RE: CONSIDERATION AND POSSIBLE ACTION ON THE TOWN'S FY 23/24 TENTATIVE BUDGET OF \$867.1M AND REQUEST TO SET THE PUBLIC HEARING FOR MAY 17, 2023 FOR THE FINAL BUDGET PER REQUIREMENTS UNDER ARIZONA STATE STATUTES.

DATE: May 3, 2023

Suggested Action:

To approve the Town's FY 2023-24 Tentative Budget of \$867.1M and set May 17, 2023 at 6:30 p.m. as the date and time of the Public Hearing for the FY 23/24 Final Budget as required under Arizona State Statutes.

Relevant Council Goal(s):

- Effective Government
- Safe Community
- Secure Future
- Superior Infrastructure
- Quality Lifestyle

Discussion:

The budget is one of the most significant policy documents considered by the Town Council. The FY 2023-24 Tentative Budget is balanced and allocates resources consistent with the needs of a growing community. It was developed in accordance with the Council's strategic priorities identified in the Corporate Strategic Plan.

The Fiscal Year 2023-24 budget totals \$867.1 million, with 70% of the budget dedicated to building infrastructure. Major cost drivers include acquisition of water resources, building facilities identified in the Master Plans of both Police and Parks, continued investments in critical infrastructure, and additional staffing resources for the Police Department.

The budget was developed in an environment of high inflation, tight labor markets, supply-chain issues, and uncertainty in the aftermath of the COVID-19 pandemic that started three years ago. The Town's financial condition has weathered the uncertainty better than expected, with actual revenues continuing to exceed initial projections and overall development activity remaining strong in spite of a slowing housing market.

Queen Creek remains a preferred community in the entire Phoenix region for residential and non-

residential investment. The rate of growth in both residential and non-residential investment is directly driving the Town’s infrastructure needs to service this growth and position the Town competitively. Since 2010, Queen Creek has nearly tripled in size, making it one of the fastest growing communities in Arizona, with a population now of about 76,000. The Tentative Budget reflects our objectives to maintain service levels and the Council’s commitment to the community’s infrastructure needs. This infrastructure is essential to accommodate the Council’s vision for the community and to position Queen Creek as a preferred choice for families and businesses to thrive in the southeast valley. Preserving and advancing the community’s quality of life has always been at the forefront of our budget development process.

The FY2023-24 budget maintains our tradition and organizational culture of spending within our means, where we have developed contingencies to our revenue and expenditure plans and continue to monitor economic conditions regularly. Our budget practices, including Council-adopted financial policies, compel us to design internal controls for evaluating real-time budget-to-actual expenditures, allowing us to adjust very quickly as needed.

Consistent with the needs of our growing community and the Council’s priorities, the budget includes funding to continue building the Queen Creek Police Department as well as resources to operate and maintain new parks that will soon open. The budget also includes \$168.1 million in funding to acquire water resources to meet our long-term water objective of becoming an assured water provider. Finally, the budget includes funding to continue our investments in new streets, water and wastewater infrastructure, and construction of roads and utilities to accommodate future development on the State Lands parcels.

GUIDING PRINCIPLES AND KEY ISSUES

The following guiding principles and key issues shaped the FY 2023-24 budget:

- Prioritization of Resources. The budget follows the Town’s Corporate Strategic Plan to prioritize its allocation of resources. Guidance to the organization is found within our strategic priorities adopted by the Town Council as follows:
 - Effective Government;
 - Safe Community;
 - Secure Future;
 - Superior Infrastructure; and
 - Quality Lifestyle.
- The Economy. The national and state economies are poised to expand, bringing higher consumer confidence and strong demand for goods and services. Growth expectations have recently been tempered by persistent inflation pressures and rising interest rates; however, economists are optimistic that the U.S. economy will continue to grow and any slowdown in economic activity will be modest and short-lived.
- Population Growth and Commercial Investment. The Town has seen significant residential and commercial growth in the last several years, inclusive of annexations. We expect that growth to continue. Developing plans to deal with an increasing residential population and business investment is critical to ensure both operational and infrastructure needs are met.
- Public Safety and Infrastructure. The budget continues investments in these critical areas to ensure we are providing appropriate levels of service to our current residents as well as those who will live, work, and shop here in the future.
- Maintain a Balanced Five-Year Operating Budget. The five-year financial plan remains balanced, reflecting increased revenues and expenses based on population growth and new commercial development.
- Town Council Fiscal Policies. The Town Council recently adopted a policy to “freeze” property taxes for existing residents for five years. The FY 2023/24 budget reflects that policy, with the increase in property tax revenue coming solely from new construction.

BUDGET HIGHLIGHTS

Following are the highlights of the FY 2023-24 Tentative Budget:

- Police Services. The budget includes 21 new positions for the Queen Creek Police Department, as well as funding for the necessary software, hardware, and equipment for these new staff.
- Public Safety Facilities. The budget includes \$35.3 million for critical facilities identified in the recently adopted Police Master Plan, as well as \$17.7 million for the Fire/Medical portion of the soon-to-be renovated Public Safety Complex.
- Parks and Recreation. The budget includes funding to complete Mansel Carter Oasis Park, build out the new 85-acre Frontier Family Park, and construct the new Recreation and Aquatic Center. It also includes \$2.1 million and 15 new positions for operating and maintaining the new park facilities that will open at the end of the calendar year.
- Acquisition of Water Rights. Ensuring the Town has adequate water resources is a top priority of the Town Council. The budget includes \$168.1 million for acquisition of additional water rights.
- Comprehensive Capital Improvement Plan (CIP). As a growing community, the need for new infrastructure for transportation, water, and wastewater remains a priority. The budget includes \$214.3 million to build such infrastructure as well as continue planning for future infrastructure needs. The Town has been successful in securing commitments from regional partners towards these infrastructure needs to help defray the costs of certain major projects. Pinal County, Maricopa County, and the Flood Control District have committed millions of dollars towards road, drainage, and utility projects. The Town will also pursue funding from the state's Public Infrastructure Reimbursement program to offset a portion of the costs of infrastructure in the State Lands area. Contingency allocations have been included to ensure we have the authority to meet the dynamic environment's infrastructure needs.
- Additional Staffing. In addition to the positions mentioned above, the budget includes funding for 25 other new positions:
 - Five Utilities, four Public Works, and one HPEC staff to operate, maintain, and service the Town's streets, traffic signals, utility systems, and facilities. These positions are critical to protect the Town's multi-million dollar investments in infrastructure and maintain existing service levels to our residents and businesses.
 - Four new Fleet Services positions to expand the hours of operations and resources available for maintaining the Town's growing fleet of vehicles, which is especially critical for the Town's Police Department that operates around the clock.
 - Three Information Technology staff to maintain critical technology infrastructure, deploy new hardware and software, and service the day-to-day needs of the Town's employees.
 - One new Fire Inspector position to keep up with the demand for inspection services at multi-family and nonresidential construction project sites.
 - Seven staff among Human Resources, Finance, Community Services, and the Town Manager's Office to support other departments' administrative, budget, accounting, and project management activities.
- Employee Compensation. Resources have been allocated to fund a 5.0% market increase tied to indicators identified in the Town Council's adopted compensation policy. The budget also includes additional increases to fund a newly proposed compensation policy for Police sworn staff that is designed to stay competitive with our recruitment and retention efforts for law enforcement personnel.
- Healthcare Costs. The Town has a very active wellness program, which is a positive factor that has helped manage healthcare costs for both the Town and our employees. The budget includes no increase in major medical premiums for the Town nor for employees.

TENTATIVE BUDGET

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

As part of approving the Tentative Budget, the Town Council also approves the time and place for

conducting the public hearing on the Town's Final Budget. The public hearing and final action on the Town's FY 2023-24 Final Budget is scheduled for the Town Council meeting on May 17, 2023.

Adoption of the Final Budget on May 17, 2023 is predicated on the Town Council approving the Tentative Budget on May 3, 2023. The legal posting requirements to adopt the Final Budget on this timeline must begin by May 4th with submittal of the required newspaper budget advertisement.

PRIMARY PROPERTY TAXES

For FY 2023-24, primary property taxes are estimated to be \$13.3 million. The primary property tax is dedicated to fund Public Safety, and funds about 25% of the Public Safety Budget of \$53.6M. The public safety budget includes the Fire/Medical Department and the Police Department.

The Tentative Budget was developed under the Town Council's newly adopted policy of "freezing" property taxes for existing property owners. By doing so, the Town is not required to hold a "Truth in Taxation" hearing as we have in prior years. The Town Council is still required to adopt the FY 2023-24 property tax levy by ordinance at a separate meeting from adoption of the Final Budget. The property tax ordinance is currently scheduled for June 7, 2023.

Fiscal Impact:

The Tentative Budget for FY 2023-24 totals \$867.1 million. The required Auditor General Schedules, which provide all the allocations by fund, are included as an Attachment to this staff report.

Alternatives:

The Town Council can modify the Tentative Budget in any manner prior to adoption. The Council could delay adoption of the Tentative Budget until the next Council meeting on May 17, which would delay adoption of the Final Budget until June 7, 2023 and move the property tax levy ordinance to June 21, 2023. However, the Town Council is currently not scheduled to meet on June 21st. The Town would also be required to re-publish the budget notices in the newspaper.

Attachment(s):

1. [FY 23/24 Tentative Budget Adoption](#)
2. [Required State Budget Forms \(Schedules A-G\)](#)
3. [FY 2023-24 Budget Committee Follow-Up Memo](#)



FY 2023-24 Tentative Budget Adoption


Town Council Meeting

May 3, 2023



Purpose of Presentation

1. Overview of Strategic Financial Planning and Budgeting
2. Review FY 23-24 Approved Policy Decisions
3. Identify FY 23-24 Remaining Policy Issues
4. Economic Overview and Population Projections
5. Key Financial Policies
6. Budget Overview
7. Operating Budget
8. Infrastructure Budgets
9. Debt Budgets
10. Other Major Budgets
11. Calendar
12. Discussion of FY 23-24 Remaining Policy Issues



1. Overview of Strategic Financial Planning and Budgeting



Public Finance

- **One Organization ... But Many Businesses**
 - Police, Fire, Water, Wastewater, Construction (Roads, Water, Wastewater, Parks), Library, Recreation Classes, Vehicle Maintenance, etc.
- **A Steward of the Public's Money**
 - Provide Services and Infrastructure for Taxes and Fees
- **Public Finance Differs From Personal Finance**
 - Match Revenues and Expenses (Intergenerational Equity)
- **How are Expenses Funded and Paid For?**



Roles and Responsibilities

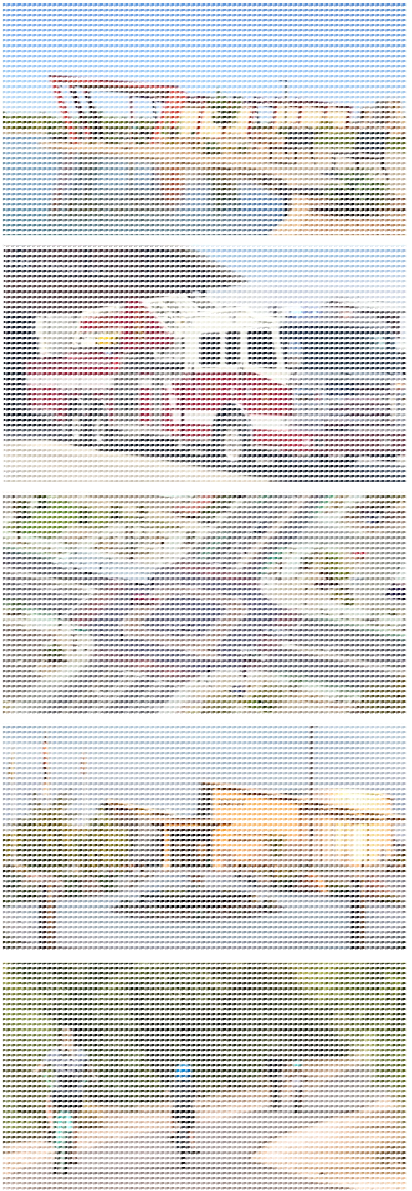
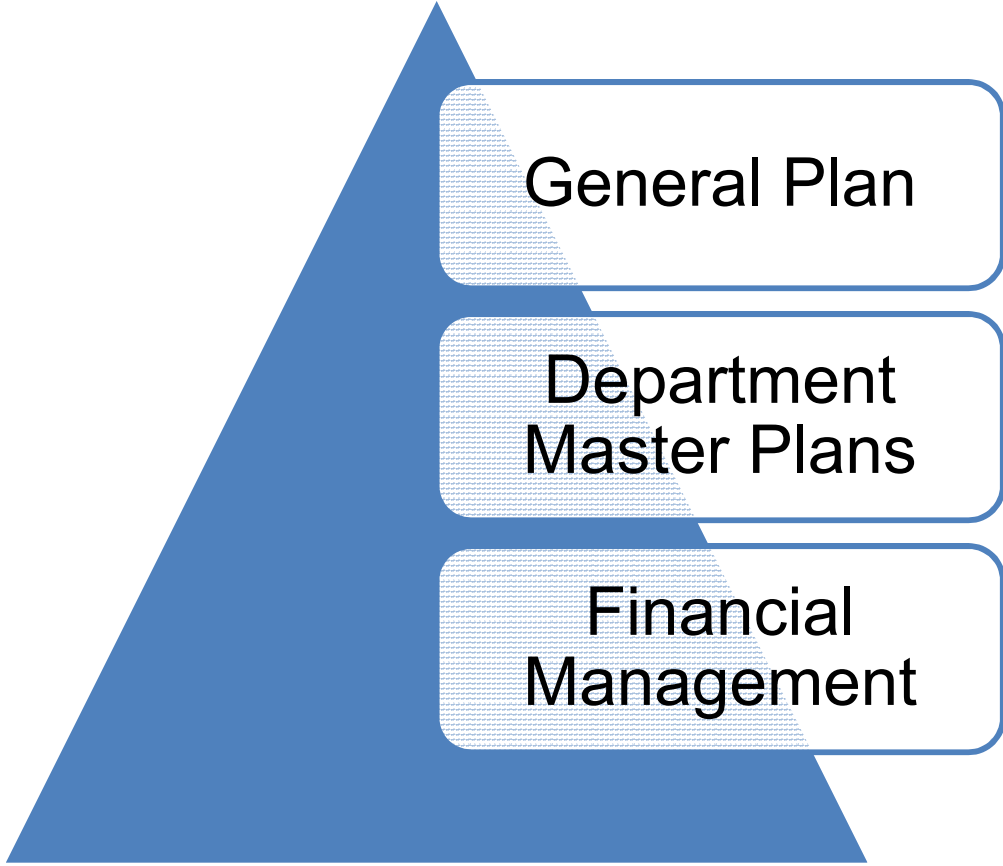
TOWN COUNCIL

Make Policy Decisions

TOWN STAFF

- Identify Policy Issues
- Develop Options
- Identify Expected Outcomes
- Make Recommendations

Strategic Financial Planning

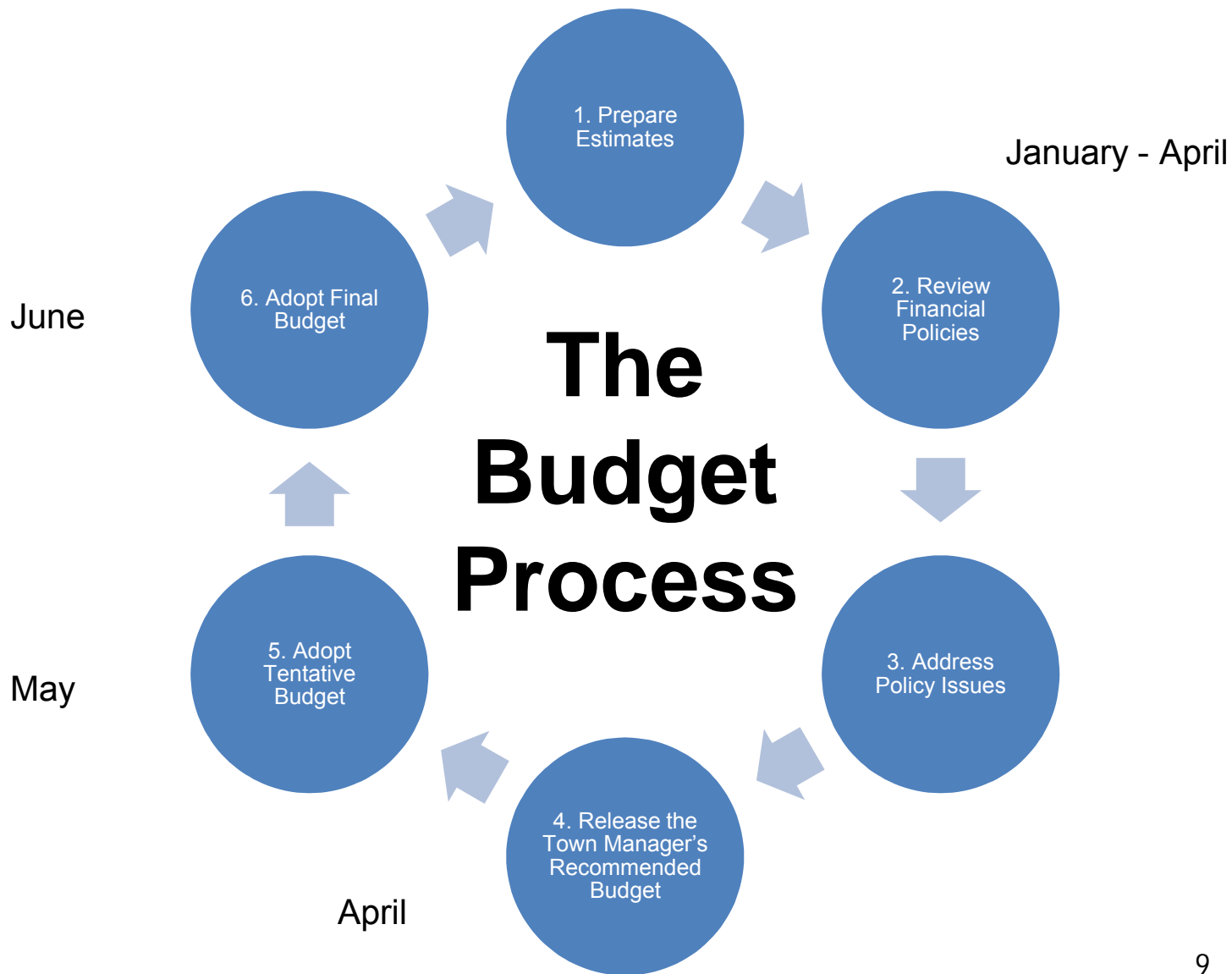
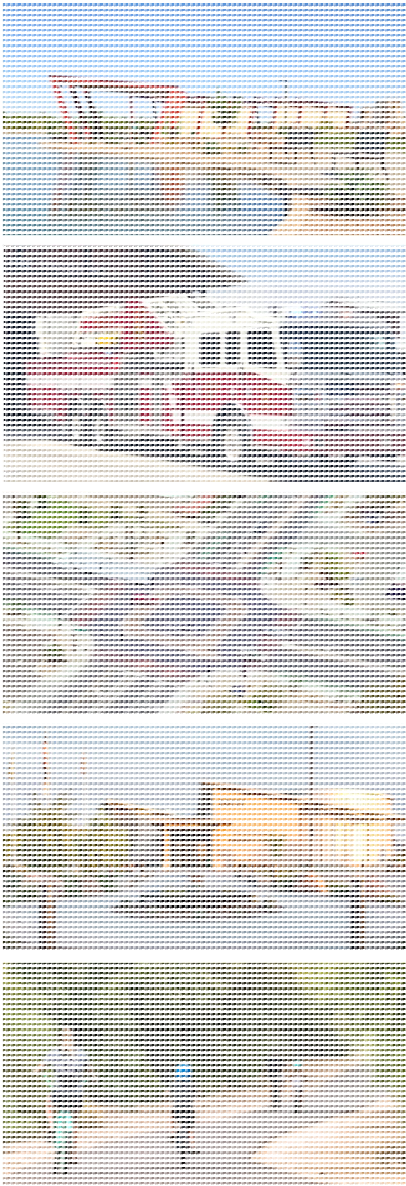


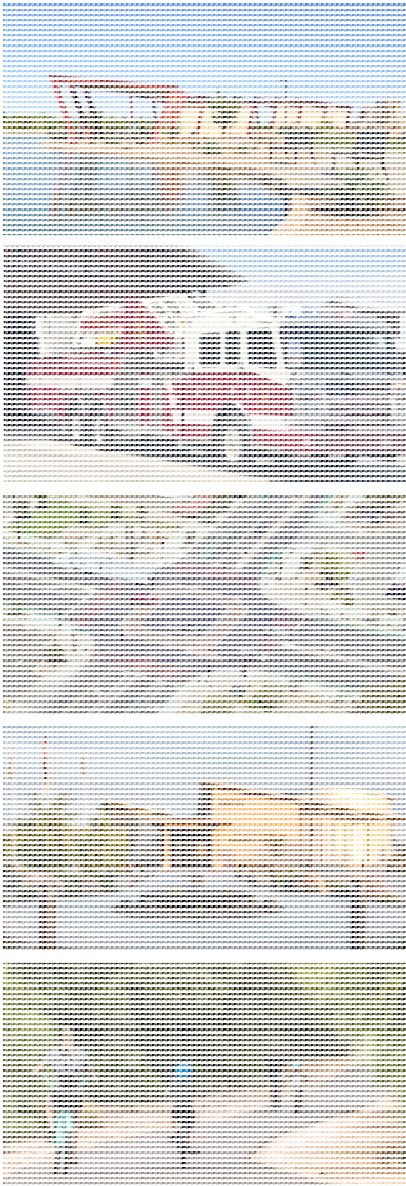
Financial Management



A Budget . . .

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





2. Review FY 23-24 Approved Policy Decisions



FY 23-24 Approved Policy Decisions

1. □1.5M Property Tax and Groundwater Replenishment Fee Reductions
2. Shifted □7M from Internal Police Pension Reserve to QC's PSPRS Police Pension Plan to Reduce Employee Contribution Amounts
 - 23 Employees Impacted
 - □72K Annual Reduction for Employees in Year 1
 - □□3K Annual Reduction Per Employee
 - Reduction Grows Annually by Employee Salary Growth

\$1.5M Property Tax and Fee Reductions

Item	Number of Accounts	Annual Reduction
1. Water Replenishment Fee Reduction (CARGD)	□31K	□0.6M
2. Eliminate Streetlight Improvement District Property Taxes (SLIDs)	□16K	□0.2M
3. Freeze Primary Property Taxes	□30K	<u>□0.7M</u>
TOTAL		\$1.5M

\$8M (62%) Cumulative Reduction of Water Replenishment Fees to 31K Accounts

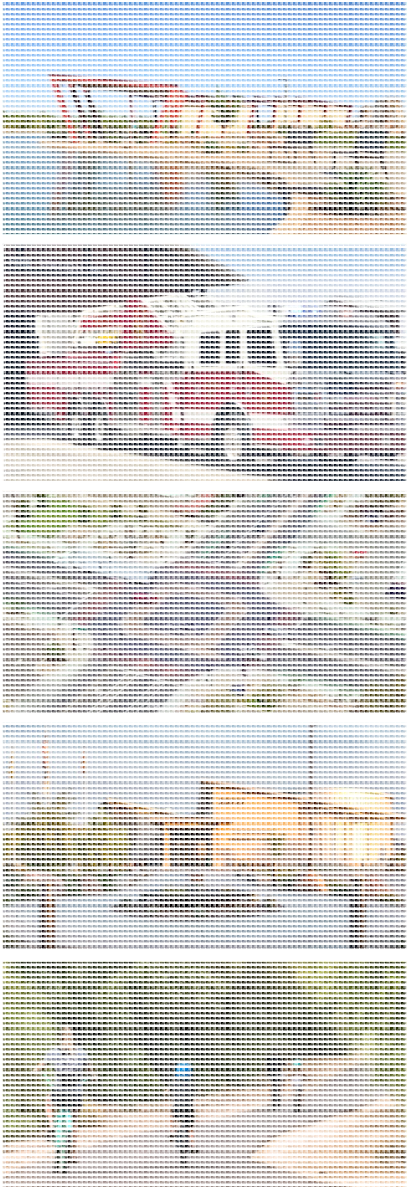
	Annual Charges
Fees Without Town Council Actions	□12.9M
Less Town Council Reductions	<u>-□8.0M</u> □
Customer Fees in FY 23-24 (31K Accounts)	□4.9M

□Includes □0.6M Reduction Effective July 1, 2023



“Freeze” Property Taxes for 5 Years

- FY 22-23 Property Tax Revenues: □12.5M
- Number of Accounts: □33K
- Effective Date: July 1, 2023
- Estimated Savings:
 - FY 23-24: □0.7M
 - FY 27-28 (5th Year): □□4.7M
 - 5-Year Cumulative: □□12M

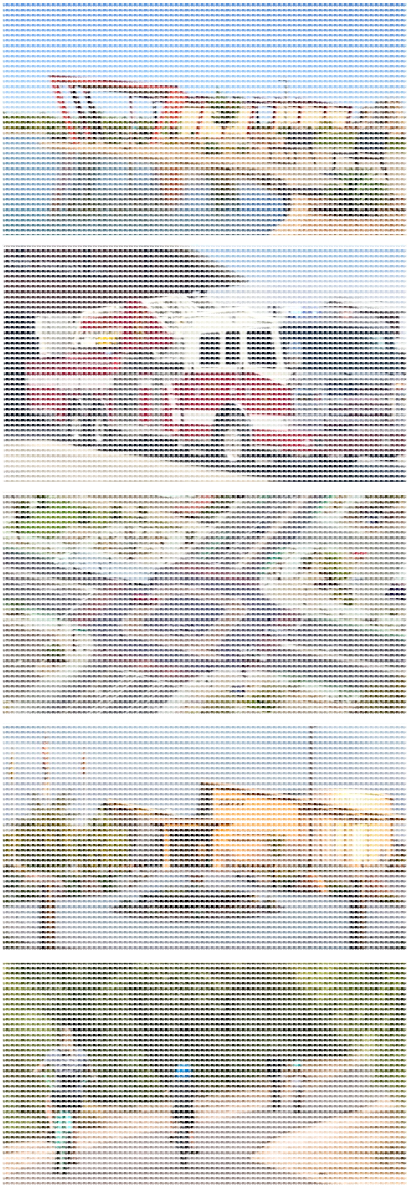


3. Identify Remaining FY 23-24 Policy Decisions



Remaining FY 23-24 Policy Decisions

1. Consider a New Policy for Sworn Police Personnel Salary Market Increases
2. Consider a New Approach for Budgeting for Construction Projects



4. Economic Overview and Population Projections

Beginning Thoughts

- Positive Financial Outlook Remains
- Population Growth Expected to Continue
- Budget Reflects Town Council's Priorities
 - Funds Police and Parks Master Plans
 - Increased Staffing in Police, Fire and Parks
- A Growing Population Means Additional Staff and New Infrastructure is Needed to Maintain Service Levels
- Work Continues on Outstanding Strategic Financial Issues and Infrastructure Funding Needs



Looming Questions

- Will There be a U.S. Recession
- Will There be an Arizona Recession
- What Happens to Inflation
- What Happens to the Labor Market
- What Happens to Unemployment
- What Happens to Mortgage Rates
- Will People Continue to Move to Arizona
- Will There Be a Housing Market Correction
- Will the State Legislature Enact Changes that Reduce QC's Revenues

QC Strengths

- **QC Tends to Perform Better than U.S. and Arizona**
 - Strong Population Growth and Demographics
 - Median Household Income (□□112K) and Low Unemployment
- **Strong Financial Policies**
 - 25% of Projected Annual Revenue Increase Goes to Reserves (□Off the Top□and Not Spent)
 - Highest Operating Budget Reserves in History (6/30/22: □114.1M, 125% of Expenses)
- **Comprehensive Approach to Estimating and Monitoring Revenues**
 - Most Fiscal Year-to-Date Revenues Exceeding Projections
 - Operating Budget Actual Revenues Have Exceeded Budget the Last 11 Fiscal Years
- **Opportunities Exist Here – QC’s Underlying Economy Has Not Changed**



Why Growth Projections are Critical to QC?

1. Indicates Quantity and Timing of Services

- Example: PD and Fire/EMS Calls

2. Identifies Size and Location of New Infrastructure

- Examples: Roads, Water and Wastewater Infrastructure, Parks

3. Identifies One-Time Revenues

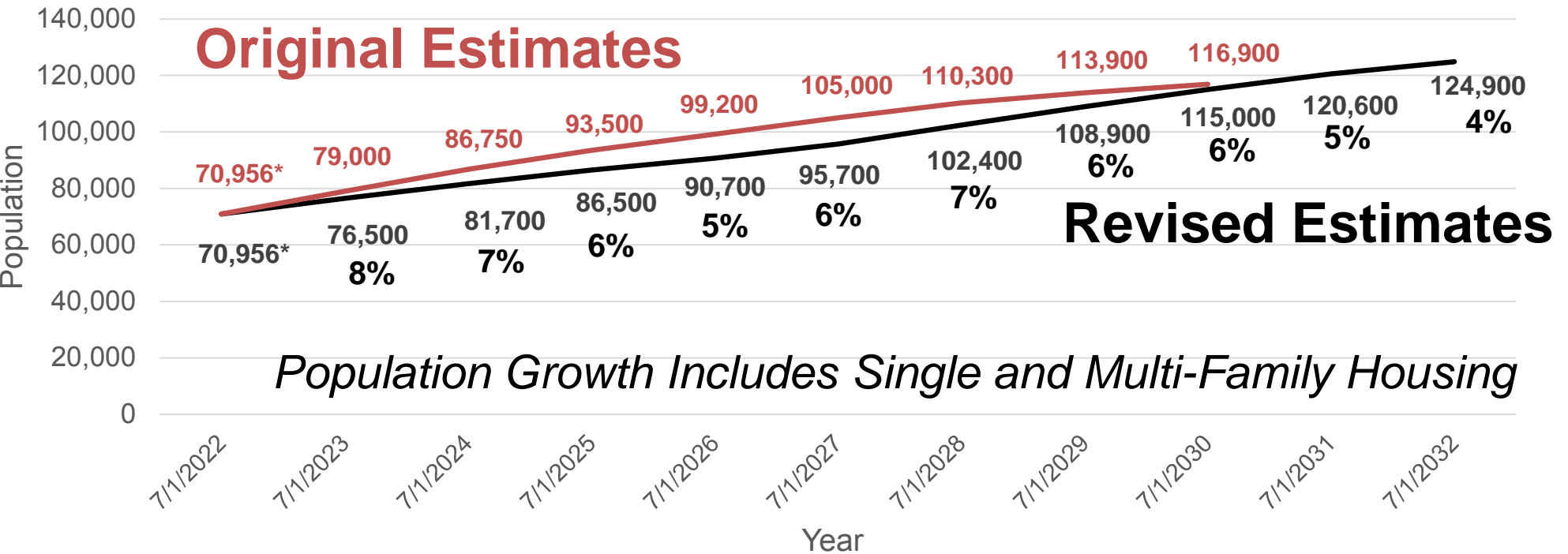
- Building Permit Revenues, Construction Sales Tax, Impact and Capacity Fees

4. Identifies Ongoing Revenues

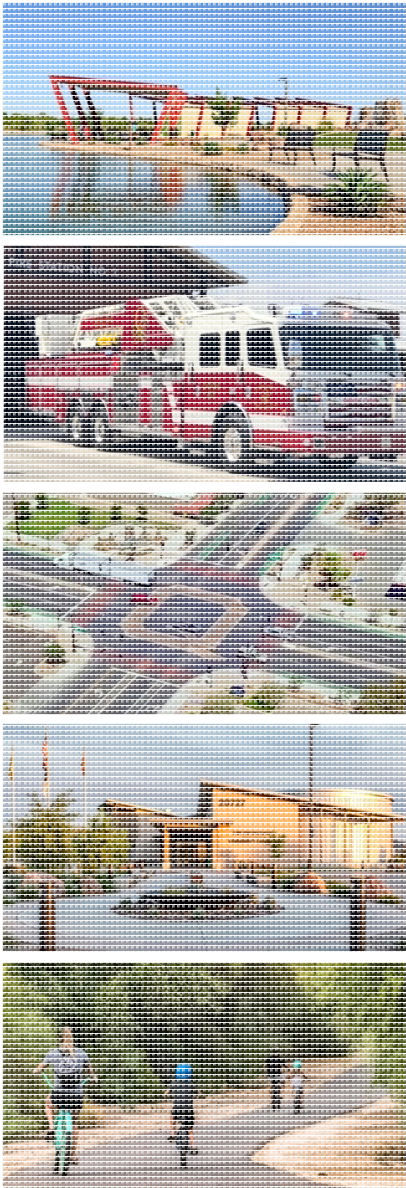
- Sales Tax Revenues, State Shared Revenues

10-Year Population Projections

- 10-Year Population Increase: \square 54K (76%)
- Population Projection by 2027 Has Been Decreased by \square 9K (9%)
- By 2030, Population Projection Returns
- Buildout Population: \square 150K (No Change)

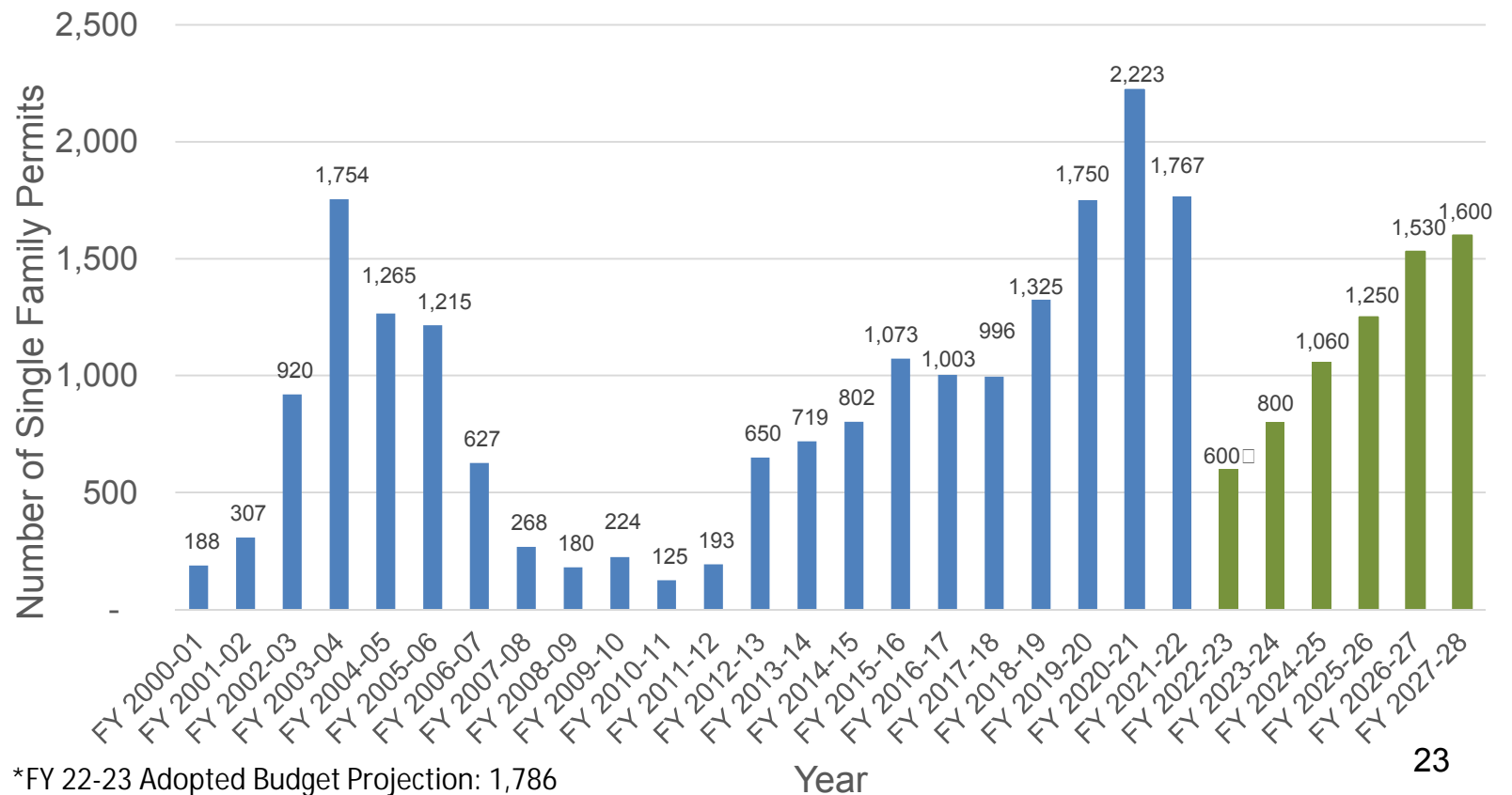


*7/1/2022 estimate from Arizona State Demographer, Office of Economic Opportunity



Single-Family Permit Projections

- 5-Year Projections (FY 22-23 to FY 26-27) Have Been Decreased by 40% From 8,730 to 5,240 (-3,490)

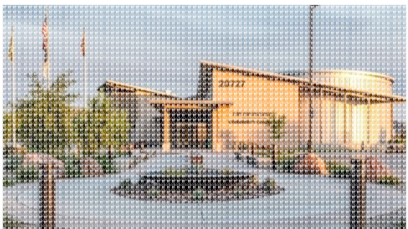
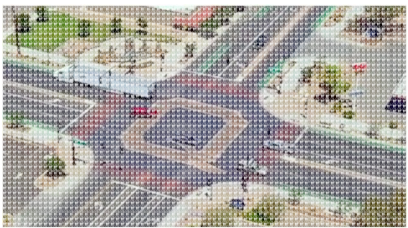


Multi-Family Projections

- Now a Significant Component of Our Projections Due to Increase Activity
- 5-Year Estimate: ~2,800 new units (per schedule below)
- Considerations Include:
 - Lag between permitting and certificate of occupancy impacts revenue timing
 - Vacancy level of new units vs. existing multi-family developments
 - Census Bureau and State demographer multi-family assumptions

	FY22-23 Revised	FY23-24	FY24-25	FY25-26	FY26-27	Total
Multi-Family Units	1,074	686	240	253	536	2,789
Number of Projects	5	4	1	1	2	13

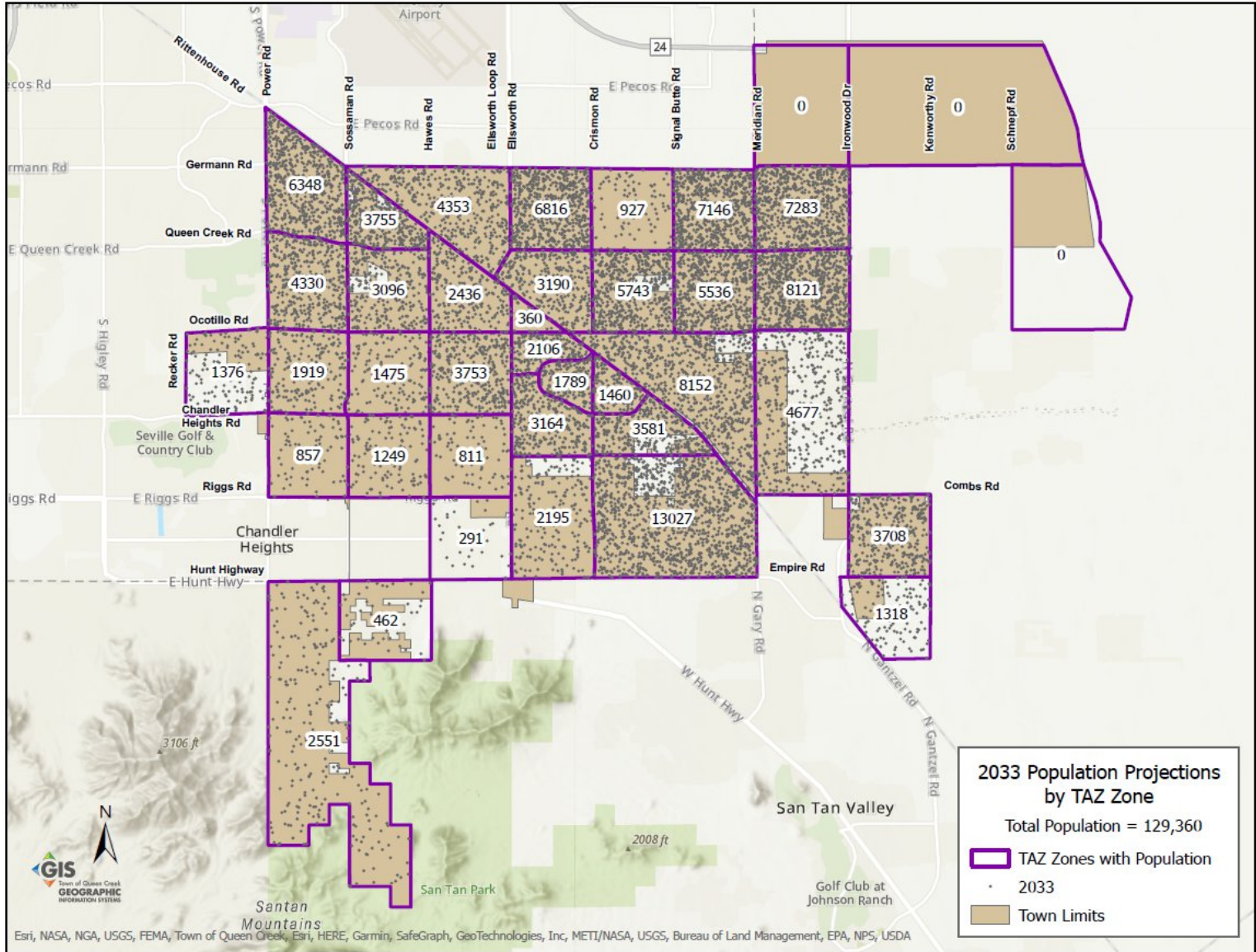




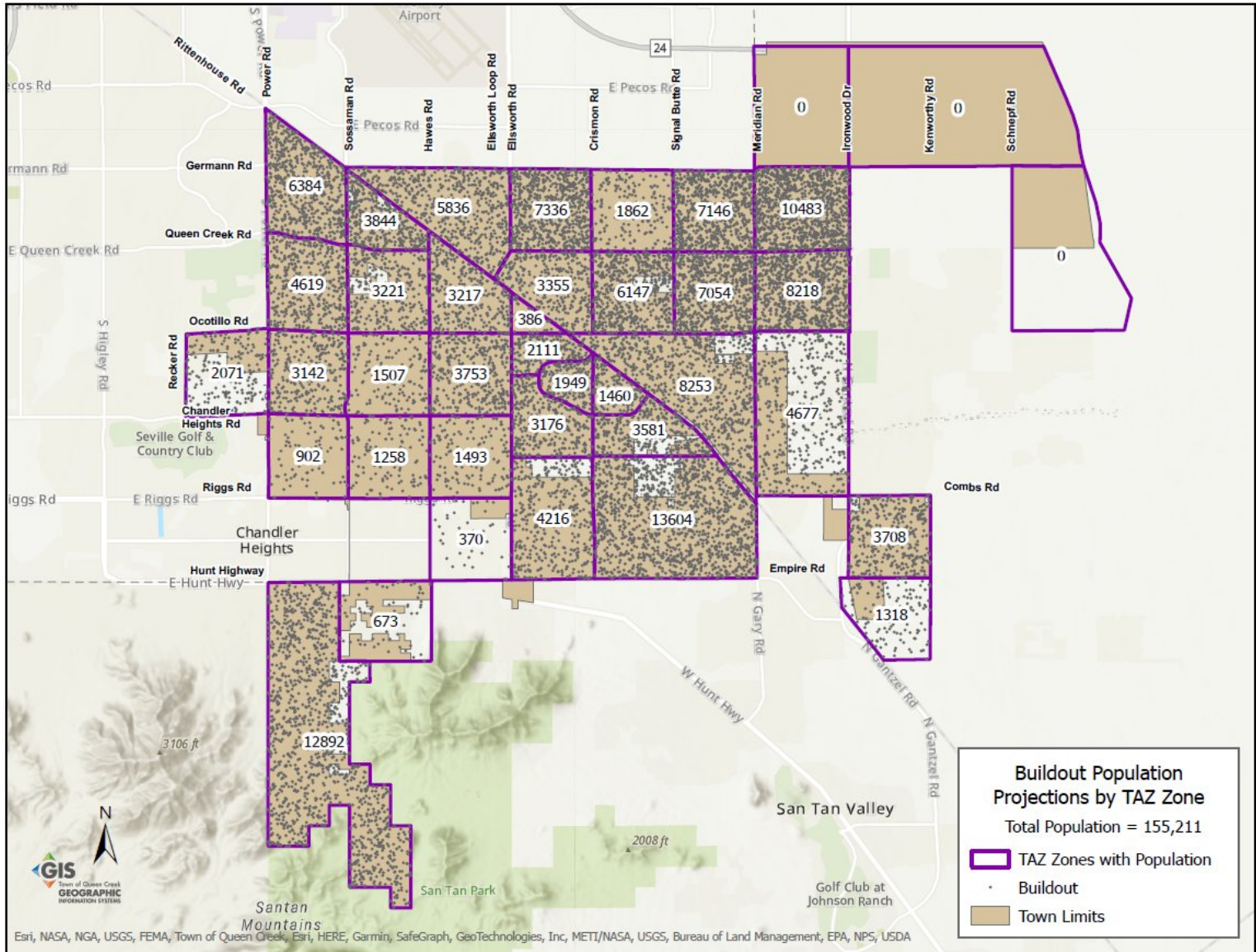
Population Projection Dot Maps

2033

Population 129,400



Buildout Population ~155K





Non-Residential Construction Continues

- FY 21-22 Activity: 400K Square Feet (+9% from Existing 4.6M Square Feet)
- Estimates (per schedule below):
 - FY 22-23: 1.4M Square Feet (28% Increase)
 - FY 23-24: 1.1M Square Feet (17% Increase)
- Large focus on industrial corridor in the northern part of QC (Meridian Rd.)
- Proposed developments in State Lands are not included in these projections

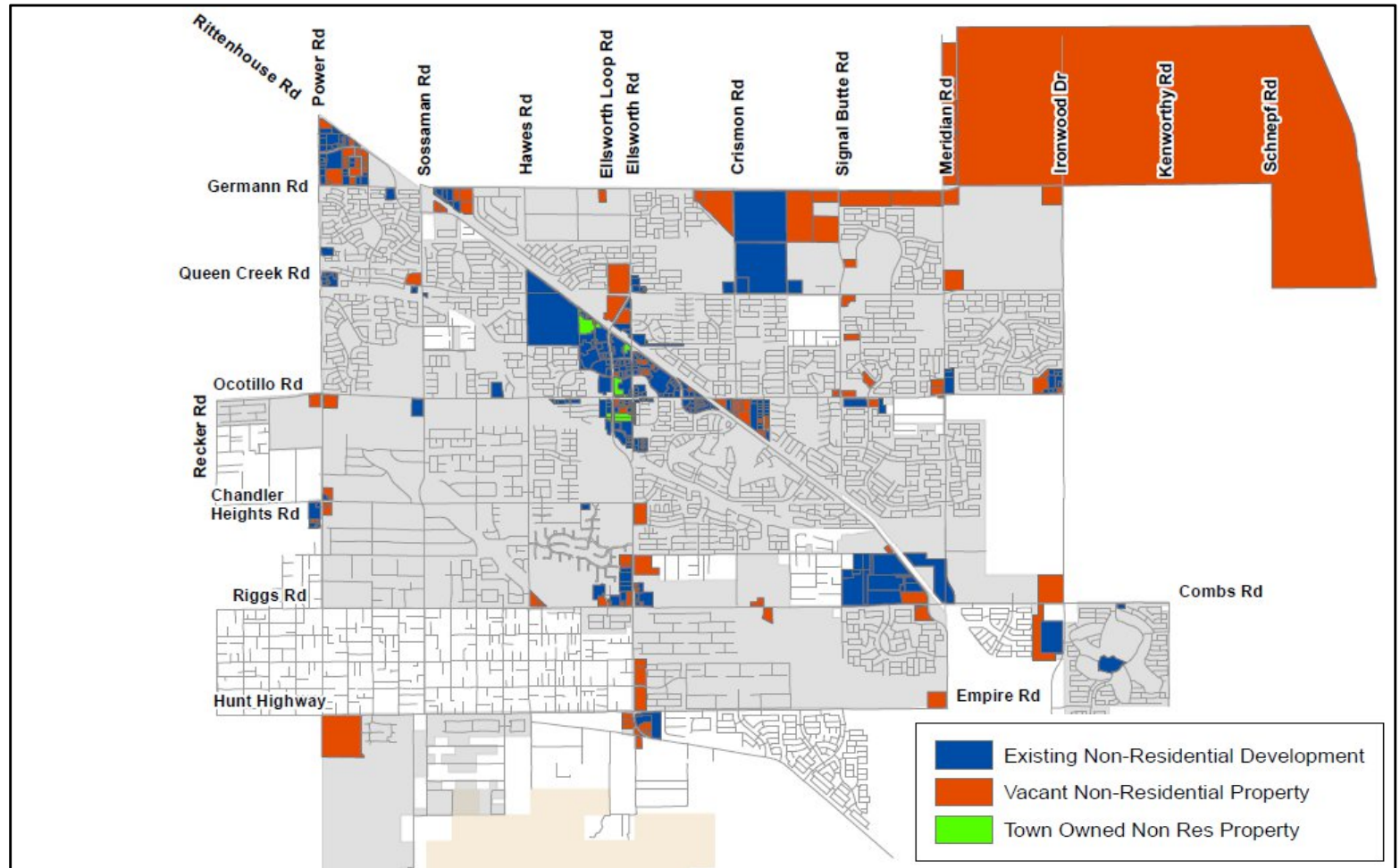
Development Type	FY 22-23 SF	FY 23-24 SF
Commercial	778K	122K
Industrial	533K	910K
Office	49K	-
Churches, Educational, Other	33K	75K
TOTAL	1.4M	1.1M

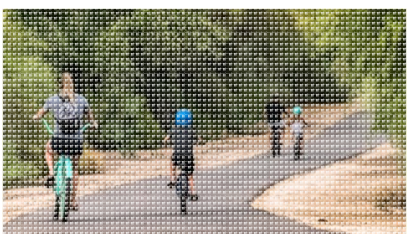
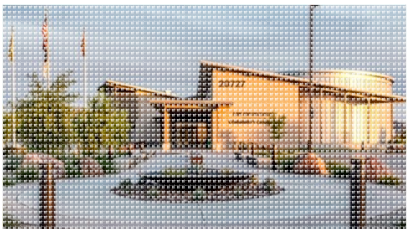
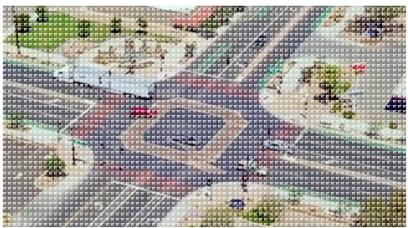


Remaining Non-Residential Development

Development Type	Acres to Buildout	Total Buildout Square Footage
Mixed Use	91	620K
Regional Commercial	36	161K
Community Commercial	479	4.8M
Light Industrial	90	987K
Office	35	308K
Religious	<u>47</u>	<u>346K</u>
Total	777	7.2M

Non-Residential Development



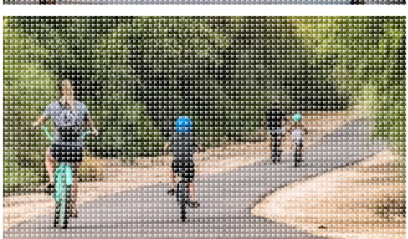
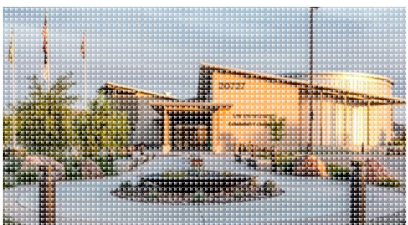
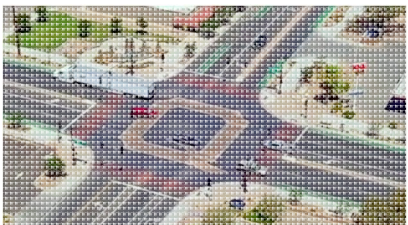


5. Key Financial Policies

Key Financial Policies

1. Pension Funding

- All Plans Fully Funded
 1. Fire
 2. Police: □19.3M Internal Reserve
 3. All Other Employees: □22.2M Internal Reserve
 - Operating Budget: □15.9M
 - Utility Funds: □6.3M
- Costs Associated With Unfunded Liabilities Do Not Exist and Do Not Require Use of Current Year Revenues



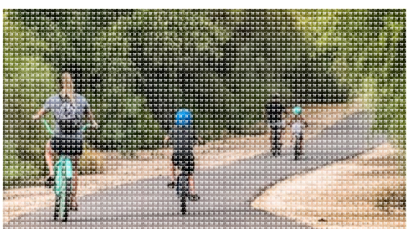
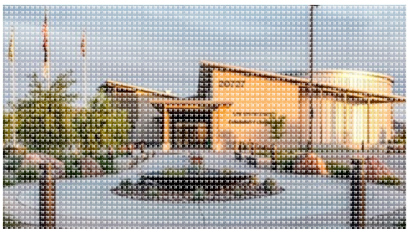
Key Financial Policies (continued)

2. 25% Revenue Reserve Policy

- 25% of Annual Revenue Increase Not Used to Pay for Operating Expenses (□Taken Off the Top□)
- June 30, 2022 Balance: □29.6M (Record High)
- June 20, 2024 Estimated Ending Balance: □38.9M

3. New Position Placeholder

- 25 New Positions Annually to Maintain Existing Service Levels and PD Growth



Key Financial Policies (continued)

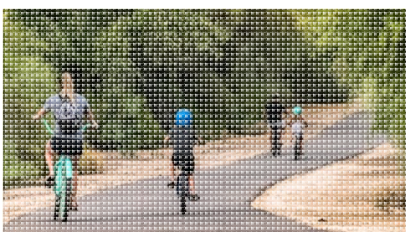
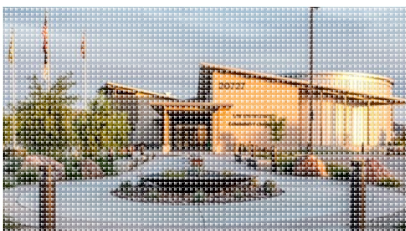
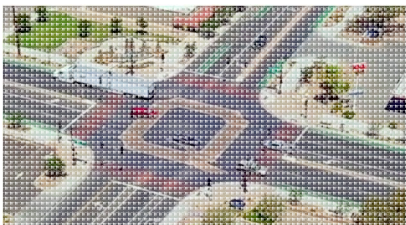
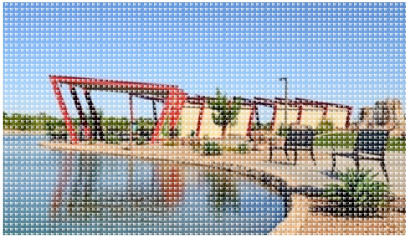
4. Employee Compensation (2 Components)

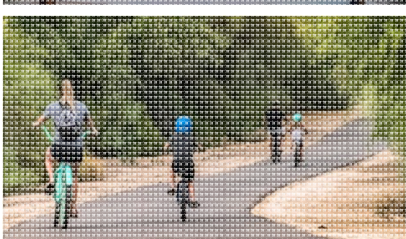
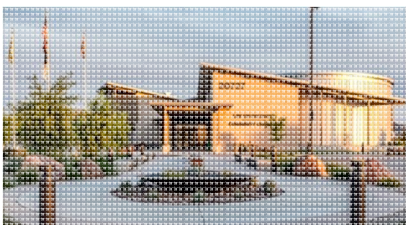
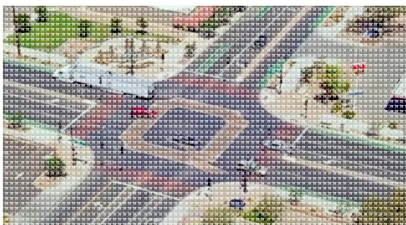
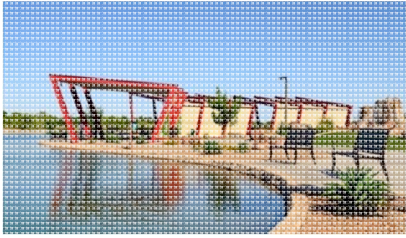
1. 5% Market Increase: □2.3M
 - Based on 2022 Indices
 - Consumer Price Index (CPI-Western Region): 6.2%
 - Employment Cost Index (ECI) for State & Local Workers: 4.8%
2. 3% Merit Increase: □0.8M
 - Up to 3% Based on Annual Employee Performance Evaluation

Key Financial Policies (continued)

5. Infrastructure Placeholders: \$3.5M Annually

Infrastructure	Purpose	FY 23-24 Amount	Balance at 6/30/24
Roads	Replacement	□1.5M (+□0.5M Annually)	□3M
Parks	Fund Phase 2 of Master Plan	□1.5M (+□1M Annually)	NA
Police	Fund Phase 2 of Master Plan	□0.5M (+□0.5M Annually)	NA





Key Financial Policies (continued)

6. Parks Master Plan Funding

- Phase 1
 - FY 23-24 Expense: □12.6M
 - □7.2M Debt Service for 4 New Facilities
 - □2.1M Operating Expenses for 2 New Parks
 - □3.3M Capital Expenses for Equipment and Vehicles
 - FY 24-25 Increase: □10.5M for Rec and Aquatic Center Expenses (Direct and Indirect Expenses)
- Phase 2
 - FY 23-24 Future Debt Placeholder: □1.5M (Increasing □1M Annually)

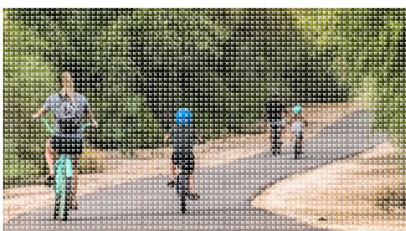
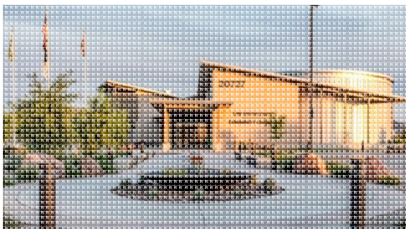
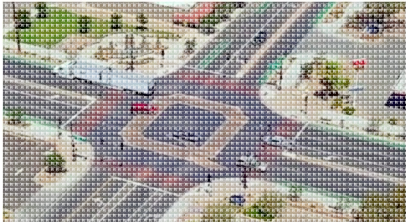


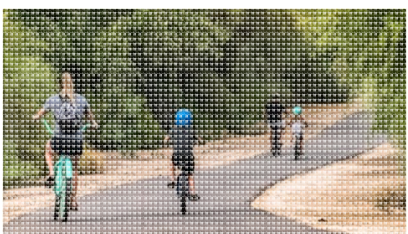
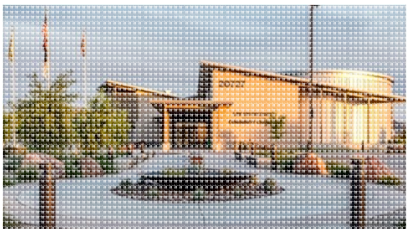
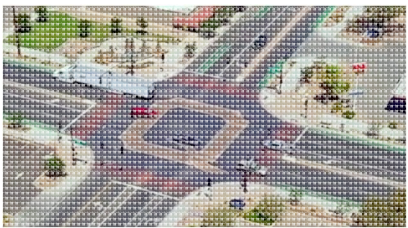
Key Financial Policies (concluded)



7. Police Master Plan Funding

- Phase 1
 - □130M Total Cost
 - PD Direct Portion: □108M
 - Estimated Funding: 50% from the Operating Budget and 50% from Impact Fees
 - Non-PD Costs: □12M (Vehicle Repair Shop and Parking Garage)
- Phase 2
 - Cost: □81M
 - Debt Service Placeholder will Create Capacity for Future Debt Issue
 - FY 23 -24 Placeholder: □0.5M (Increasing by □0.5M Annually)





6. Budget Overview

Budget Planning Goals

1. Address Today's Needs and Future Needs (i.e. new water supply, new roads, etc.)
2. Maintain / Increase Existing Service Levels
 - Adding 61.25 FTEs
3. Fund Police Department Growth
 - Staffing Increases Continue (+21 Direct, +4 Indirect FTEs)
 - Fund Master Plan
4. Fund Parks and Recreation Department Growth
 - Staffing Increases for New Facilities and Services
 - Fund Master Plan
5. Continue Infrastructure Funding
 - Continue Aggressive New Construction
 - Increase Infrastructure Replacement Funding

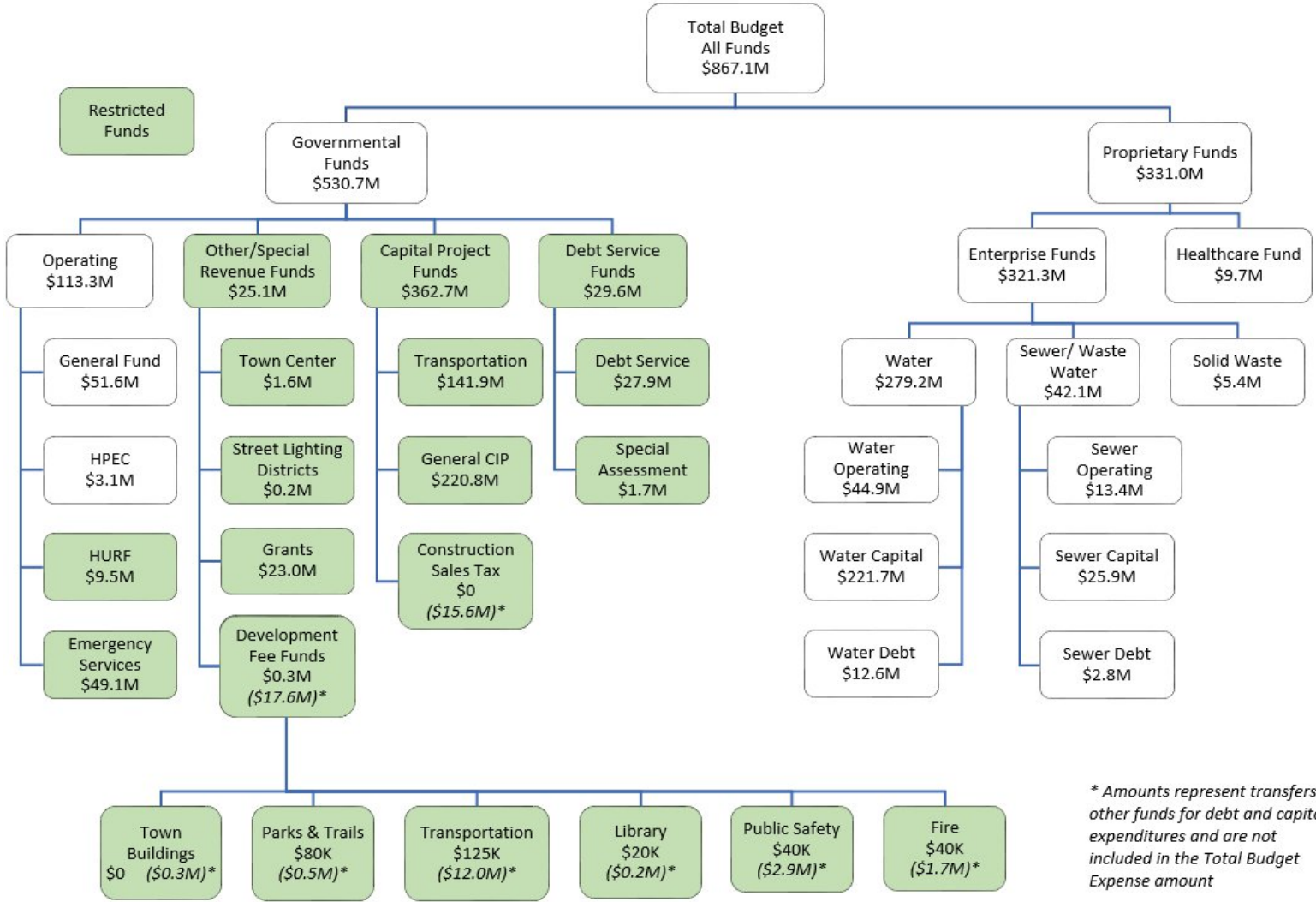
Tentative Budget

	FY 22/23 Budget	FY 23-24 Tentative Budget	\$ Change	% Change
Total Expenses	\$730.1M	\$867.1M	+\$137.0M	+19%

	FY 21/22 Budget	FY 23-24 Tentative Budget	\$ Change	% Change
Revenues	\$376.8M	\$646.7M*	+\$213.3M	+57%
Use of Fund Balances	<u>\$353.3M</u>	<u>\$220.4M</u>		
Total Sources	\$730.1M	\$867.1M		

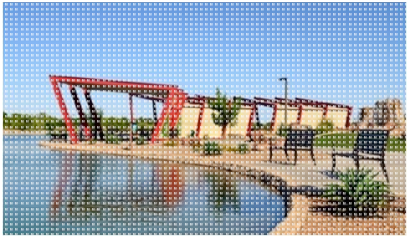
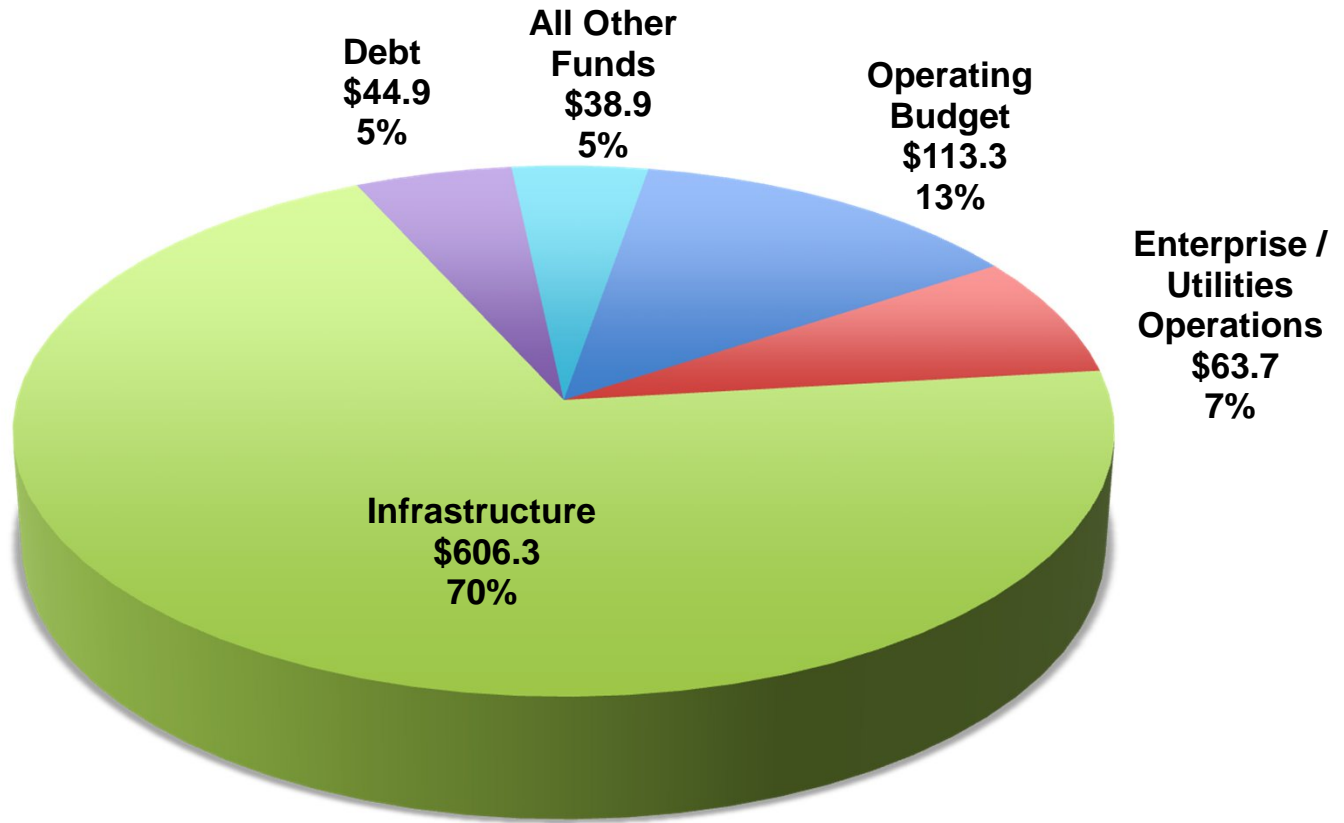
*Includes Loan Proceeds of \$168.1M for new water rights and \$130M for new PD Master Plan/Fire facilities.

Budget/Fund Structure : \$867.1M



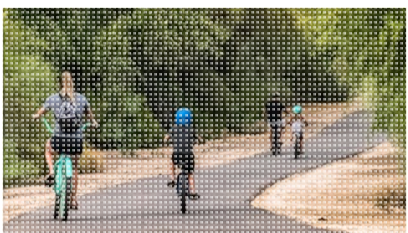
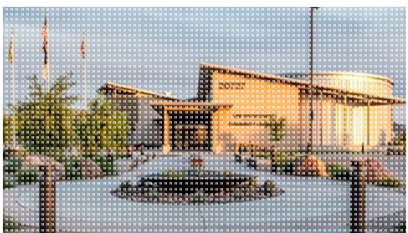
* Amounts represent transfers to other funds for debt and capital expenditures and are not included in the Total Budget Expense amount

FY 23-24 TENTATIVE BUDGET: \$867.1M



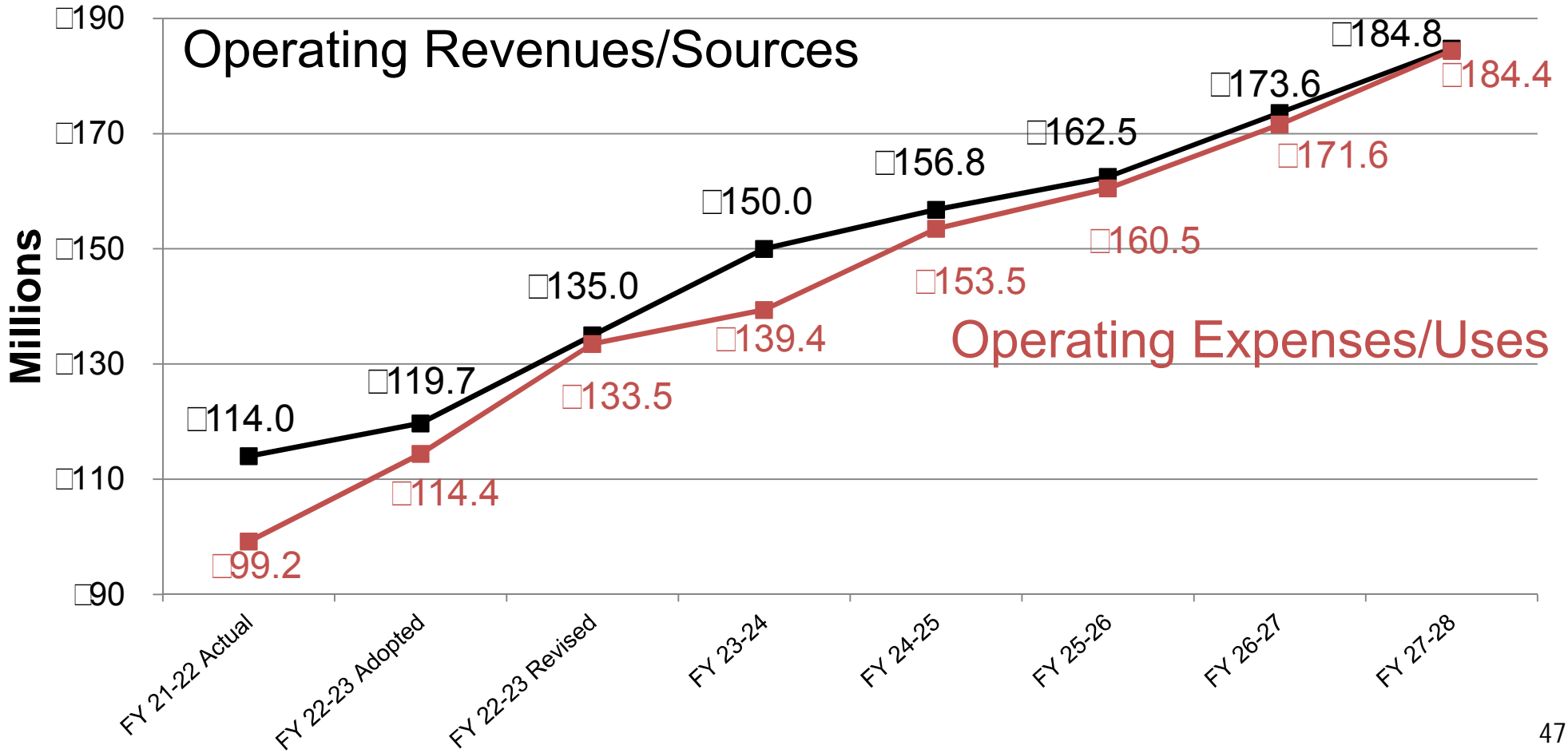
Budget Summary and Comparison

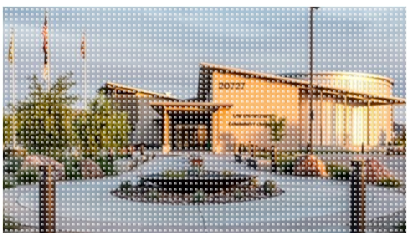
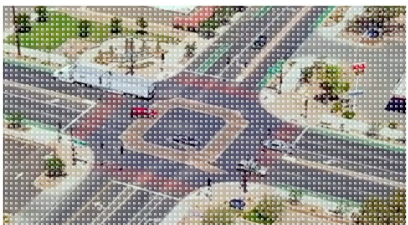
	FY 2022-23 Revised	FY 2023-24 Tentative Budget	\$ Change
Operating Budget	□99.2M	□113.3M	□14.1M
Enterprise/Utilities	<u>□46.9M</u>	<u>□63.7M</u>	<u>□16.8M</u>
Subtotal Operating Budgets	□146.1M	□177.0M	□30.9M
Transportation Infrastructure	□172.1M	□87.8M	(□84.3M)
Parks & Trails Infrastructure	□175.3M	□170.9M	(□4.4M)
Public Safety Infrastructure	□13.8M	□53.0M	□39.2M
Water Infrastructure	□70.5M	□49.1M	(□21.4M)
Wastewater Infrastructure	□24.7M	□25.4M	□0.7M
Water Resources	□60.0M	□168.1M	□108.1M
All Other Infrastructure	<u>□14.7M</u>	<u>□52.0M</u>	<u>□37.3M</u>
Subtotal - Infrastructure	□531.1M	□606.3M	□75.2M
Debt	□30.6M	□44.9M	□14.3M
All Other Funds	<u>□22.3M</u>	<u>□38.9M</u>	<u>□16.6M</u>
Total Budget	\$730.1M	\$867.1M	\$137.0M



7. Operating Budget

Operating Budget 5-Year Projection





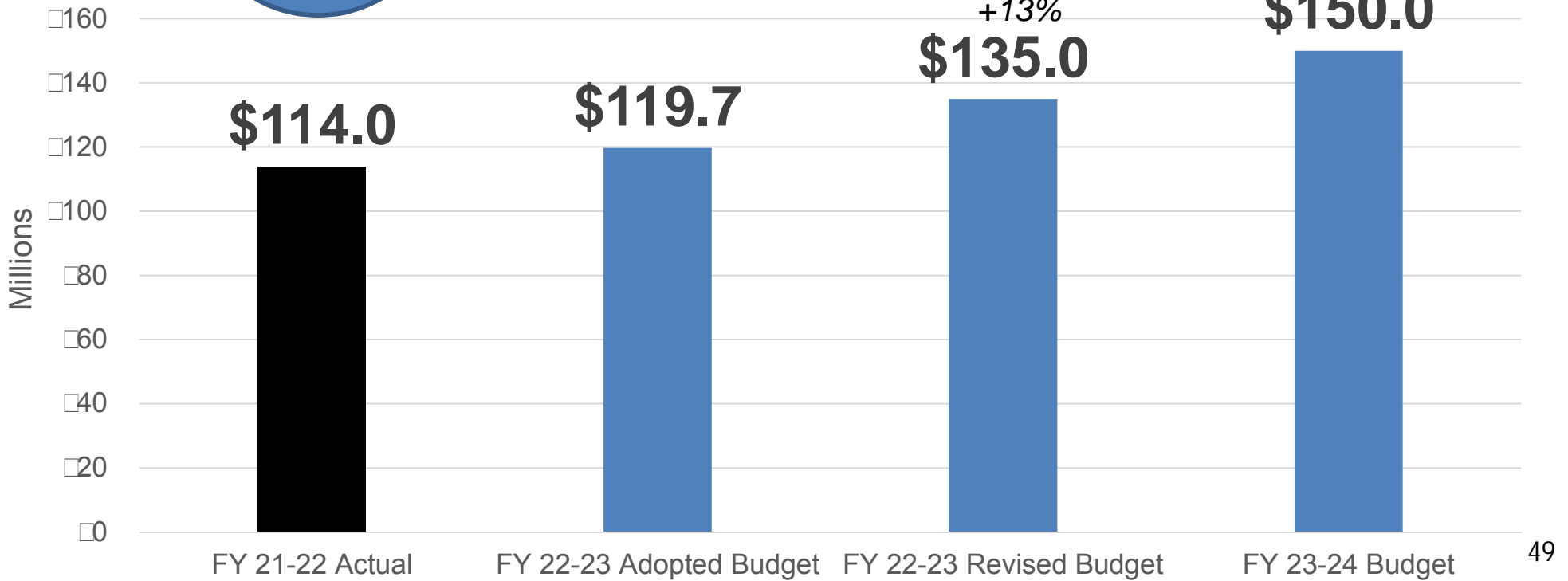
Operating Revenue Projections

3-Step Process

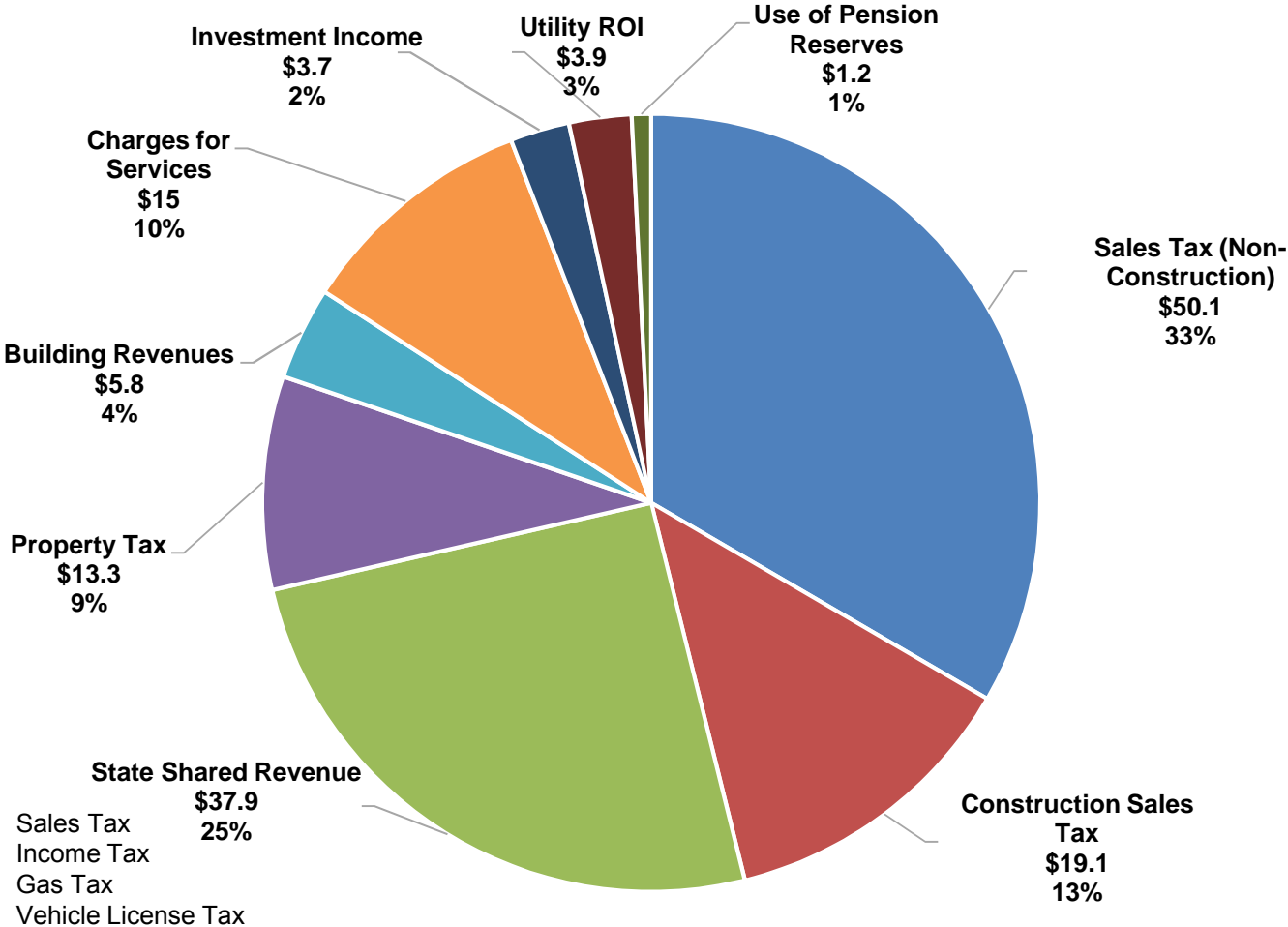
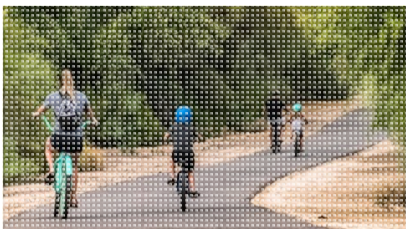
1.
Close
Out FY
21-22

2.
Revise
FY 22-23

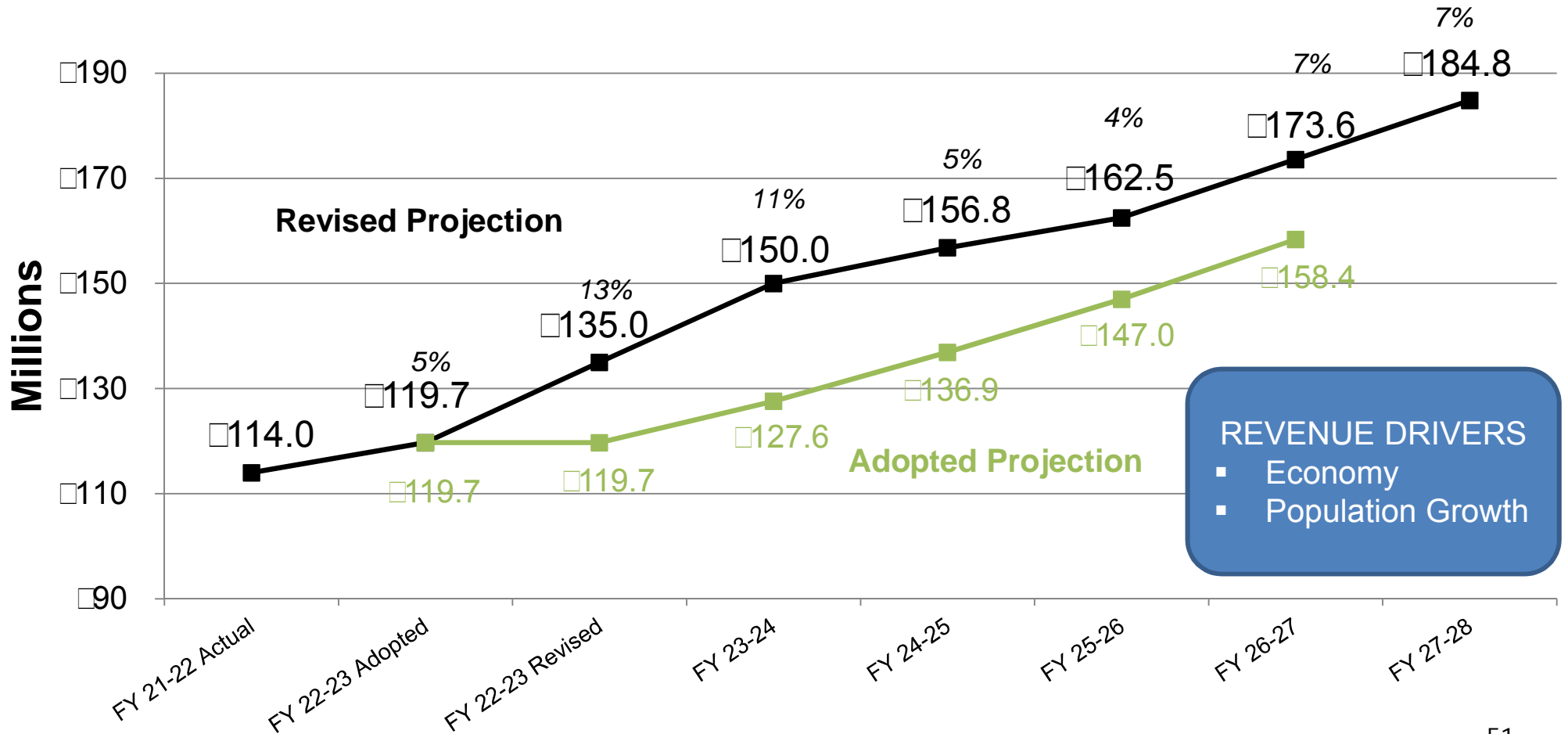
3.
Estimate
FY 23-24



FY 23-24 Operating Revenues/Sources: \$150M (9 Major Revenues)



Operating Budget Revenue Forecast



REVENUE DRIVERS

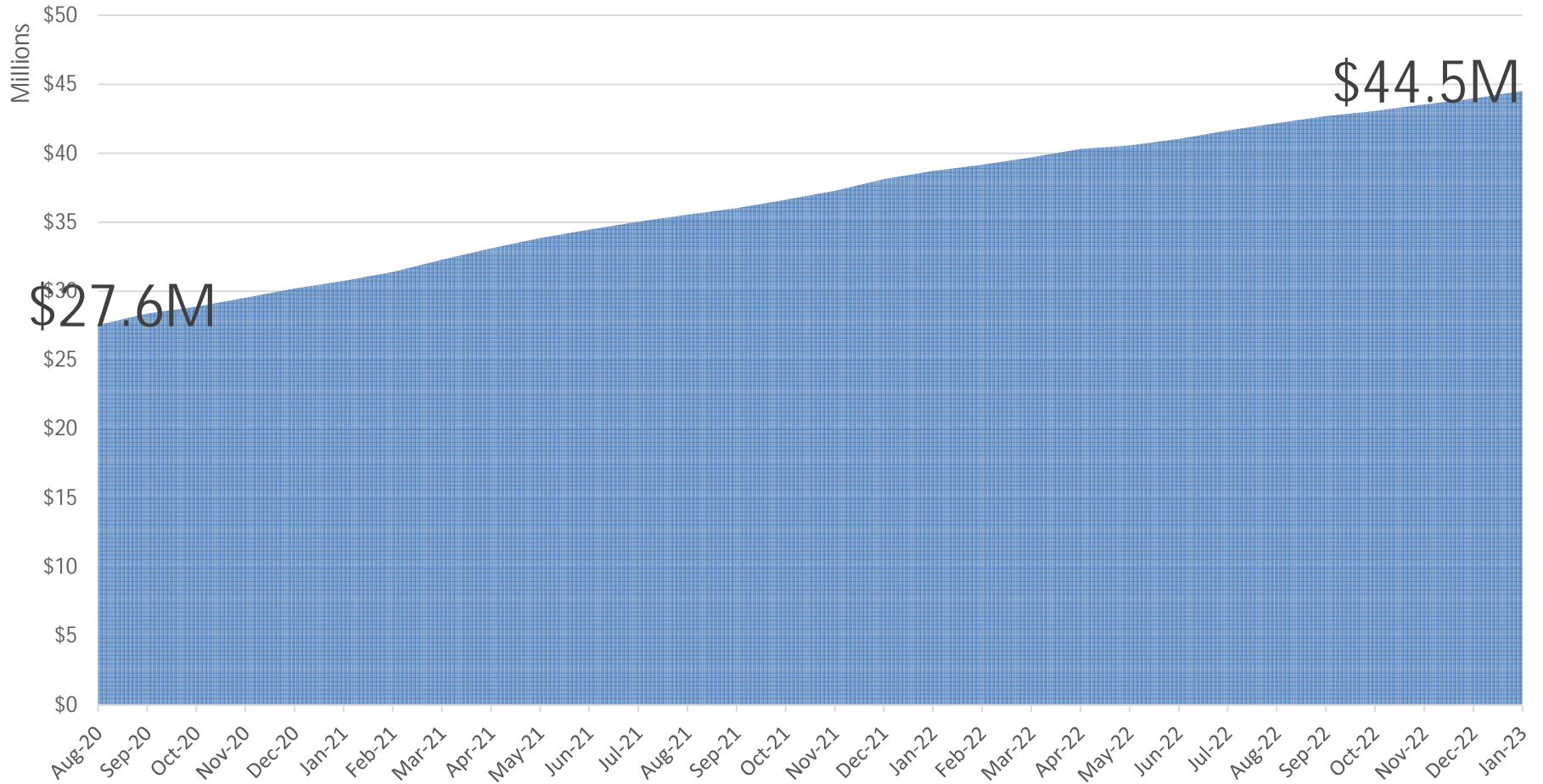
- Economy
- Population Growth

FY 23-24 Operating Budget Revenue

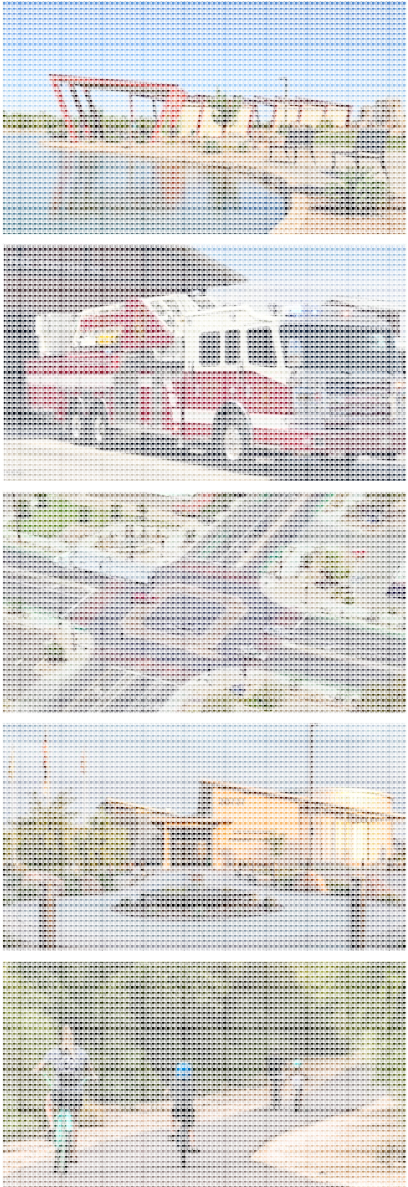
	FY 21-22 Actual	FY 22-23 Revised Budget	FY 23-24 Tentative Budget	\$ Change	% Change
Sales Tax	□39.5M	□45.1M	□50.1M	□5.0M	+11%
Construction Sales Tax	□17.6M	□16.9M	□19.1M	□2.2M	+13%
State Shared Revenue	□22.5M	□30.5M	□37.9M	□7.4M	+24%
Property Tax□	□11.1M	□12.5M	□13.3M	□0.8M	+6%
Building Revenues	□11.3M	□6.6M	□5.8M	(□0.8M)	(12%)
Charges for Services	□7.3M	□9.4M	□15.0M	□5.6M	+60%
Investment Income	□0.4M	□2.3M	□3.7M	□1.4M	+61%
Utility ROI for Public Safety	<u>□3.5M</u>	<u>□3.7M</u>	<u>□3.9M</u>	<u>□0.2M</u>	<u>+5%</u>
Subtotal	\$113.2M	\$127.0M	\$148.8M	\$21.8M	+16%
Use of Pension Reserves (Police)	□0.8M	□7.0M	-	(□7.0M)	(100%)
Use of Pension Reserves (ASRS)	-	<u>□1.0M</u>	<u>□1.2M</u>	<u>□0.2M</u>	<u>+17%</u>
Total Revenue	\$114.0M	\$135.0M	\$150.0M	\$15.0M	+11%
Change from FY 21-22 Actual		\$21.0M	\$36.0M		

□Property Tax □Frozen□for 5 Years beginning FY 23-24. Revenue increase represents new construction only.

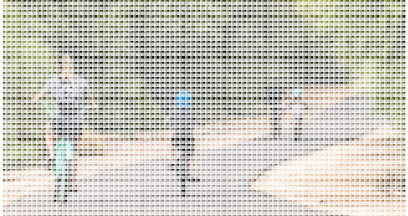
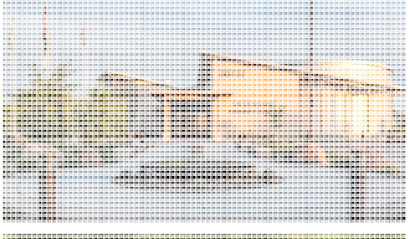
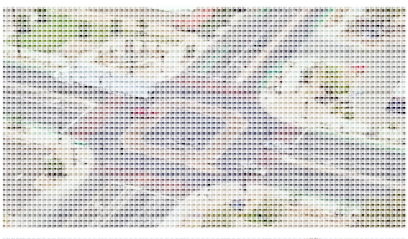
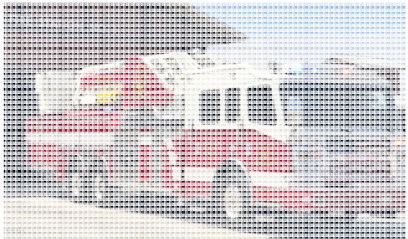
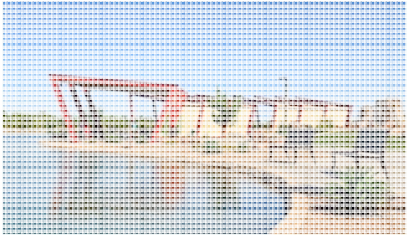
12-Month Rolling Actual Sales Tax (Excludes Construction Sales Tax)



Operating Expense Projections

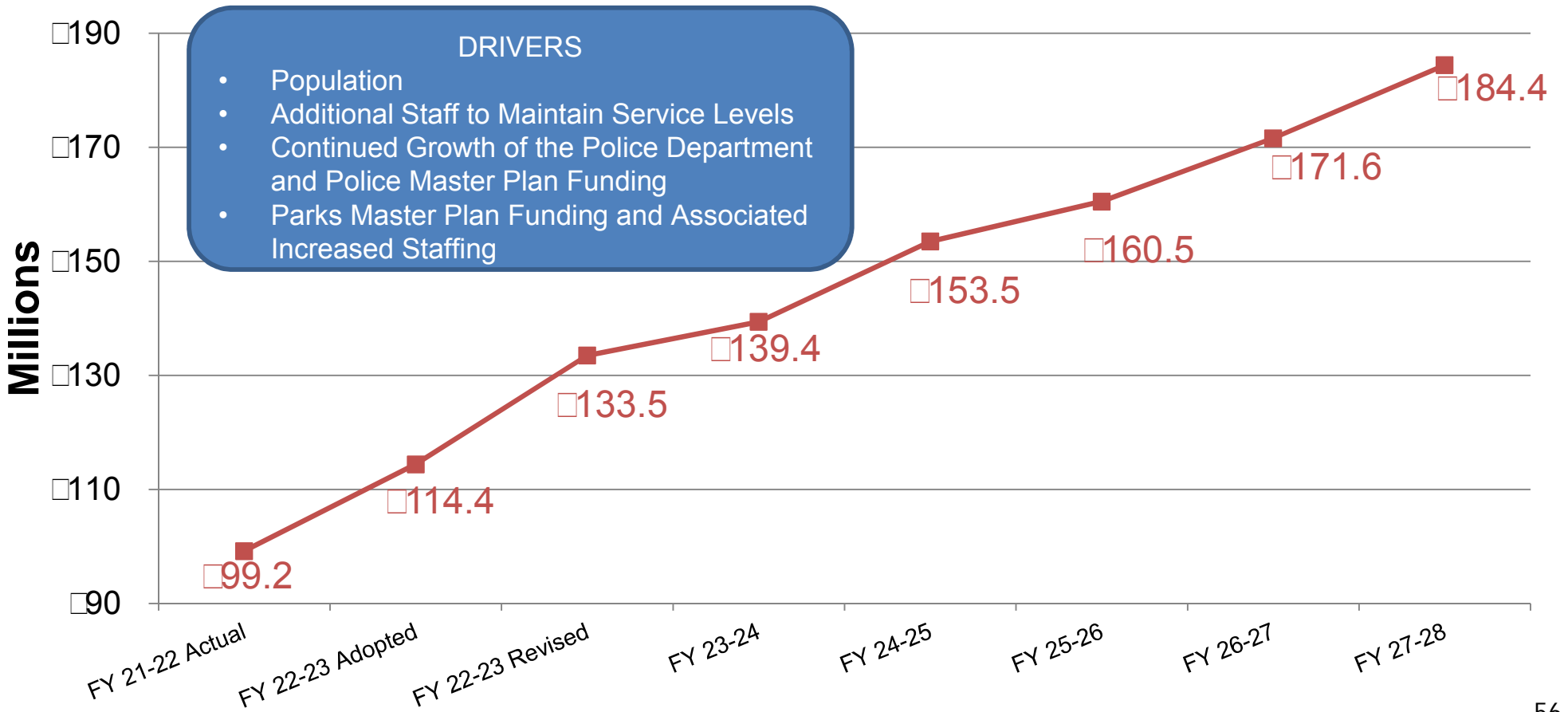


FY 23-24 Highlights



1. Funds 25% Reserve Increase
2. Maintains Existing Service Levels
3. Funds New Services
 - Police, Fire and Parks
4. Creates Capacity for Recreation and Aquatic Centers New Expenses in FY 24-25
5. Continues Infrastructure Funding
 - Funds Added for Police Master Plan (Phase 1)
 - Funds Phase 1 of the Parks Master Plan
6. Continues Road Replacement Funding

5-Year Operating Budget Expenses/Uses



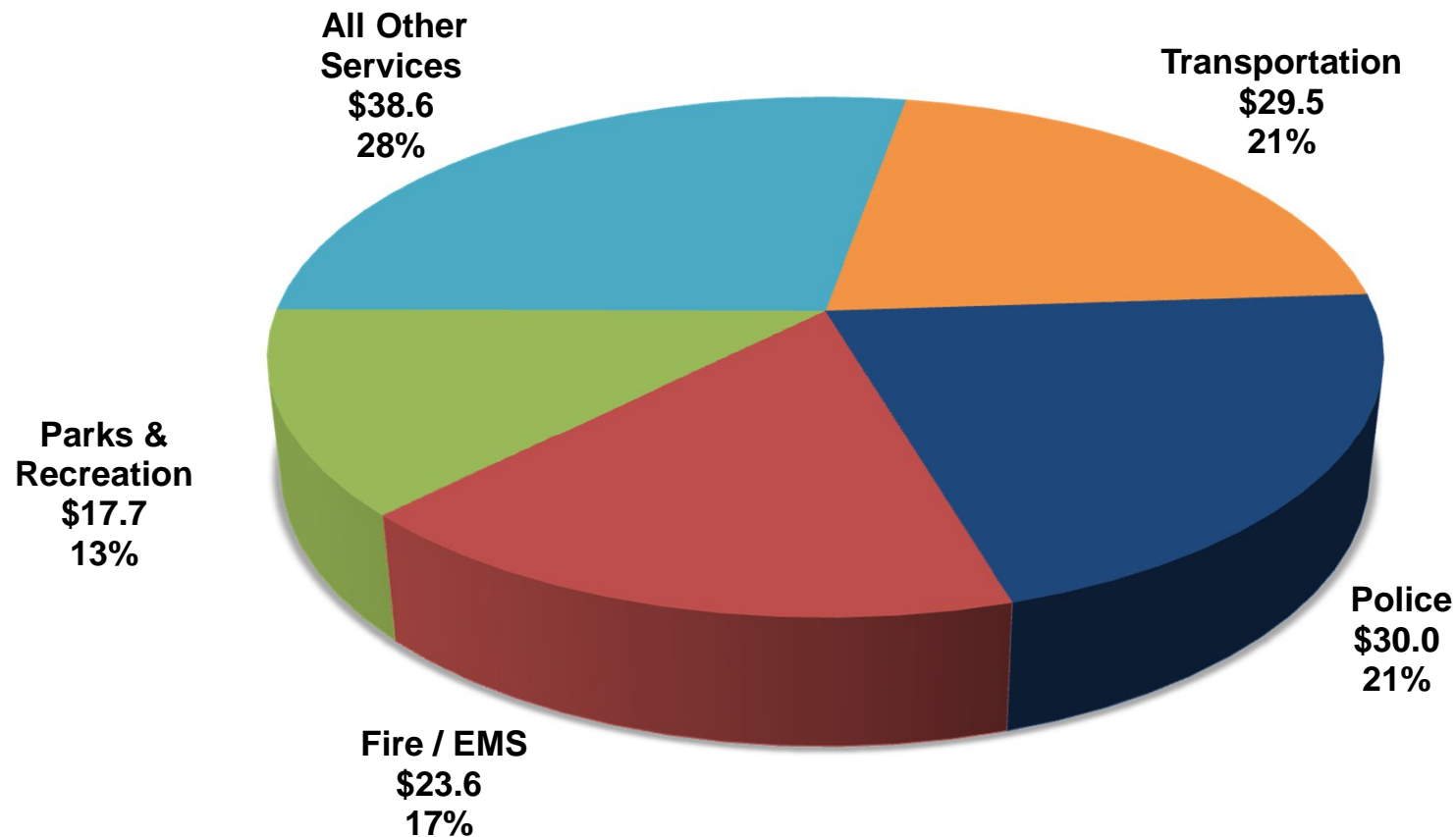
FY 23-24 Operating Expenses

Category	FY 22-23 Revised Budget	FY 23-24 Tentative Budget	\$ Change	% Change
Personnel	□51.9M	□60.4M	□8.5M	16%
Contractual and Supplies	□47.7M	□49.7M	□2.0M	4%
Contingency (3% of Operating Expenses)	<u>□0.2M</u>	<u>□3.2M</u>	<u>□3.0M</u>	<u>1500%</u>
<i>Subtotal Expenses</i>	<i>\$99.8M</i>	<i>\$113.3M</i>	<i>\$13.5M</i>	<i>14%</i>
Transfers Out:				
Infrastructure Funding	□6.4M	□3.5M	(□2.9M)	(45%)
Debt Service	<u>□11.7M</u>	<u>□19.4M</u>	<u>□7.7M</u>	<u>66%</u>
<i>Subtotal Transfers Out</i>	<i>\$18.1M</i>	<i>\$22.9M</i>	<i>\$4.8M</i>	<i>27%</i>
Total Uses (Expenses & Transfers Out)	\$117.9M	\$136.2M	\$18.3M	16%
25% Operating Reserve Funding	□7.6M	□1.7M	(□5.9M)	(78%)
Road Replacement Reserve Funding	□1.0M	□1.5M	□0.5M	50%
Police Pension Payment	<u>□7.0M</u>	<u>□ -</u>	(□7.0M)	(100%)
Total Uses with Reserves Funding	<u>\$133.5M</u>	<u>\$139.4M</u>	<u>\$5.9M</u>	<u>4%</u>

Important Expense Changes FY23-24: +\$13.5M

Item	Amount
Personnel Changes - 41 new FTE (21 for PD, 20 Non-PD / Non-Parks)	□4.5M
New Parks □ 15 new FTE plus Operations & Capital Costs	□3.3M
Reset Contingency	□3.0M
Employee Compensation (5% Market + Merit Increases + Benefits)	□2.4M
Contract and Operating Increases (net)	□1.7M
Software, Supplies and Equipment for new FTEs	□1.6M
New Software & Maintenance Projects, Supplies & Equipment Upgrades	□1.3M
Lower Capital Equipment Requests (long-lead items funded in FY 22-23)	<u>(□4.3M)</u>
Total Expense Increases	\$13.5M

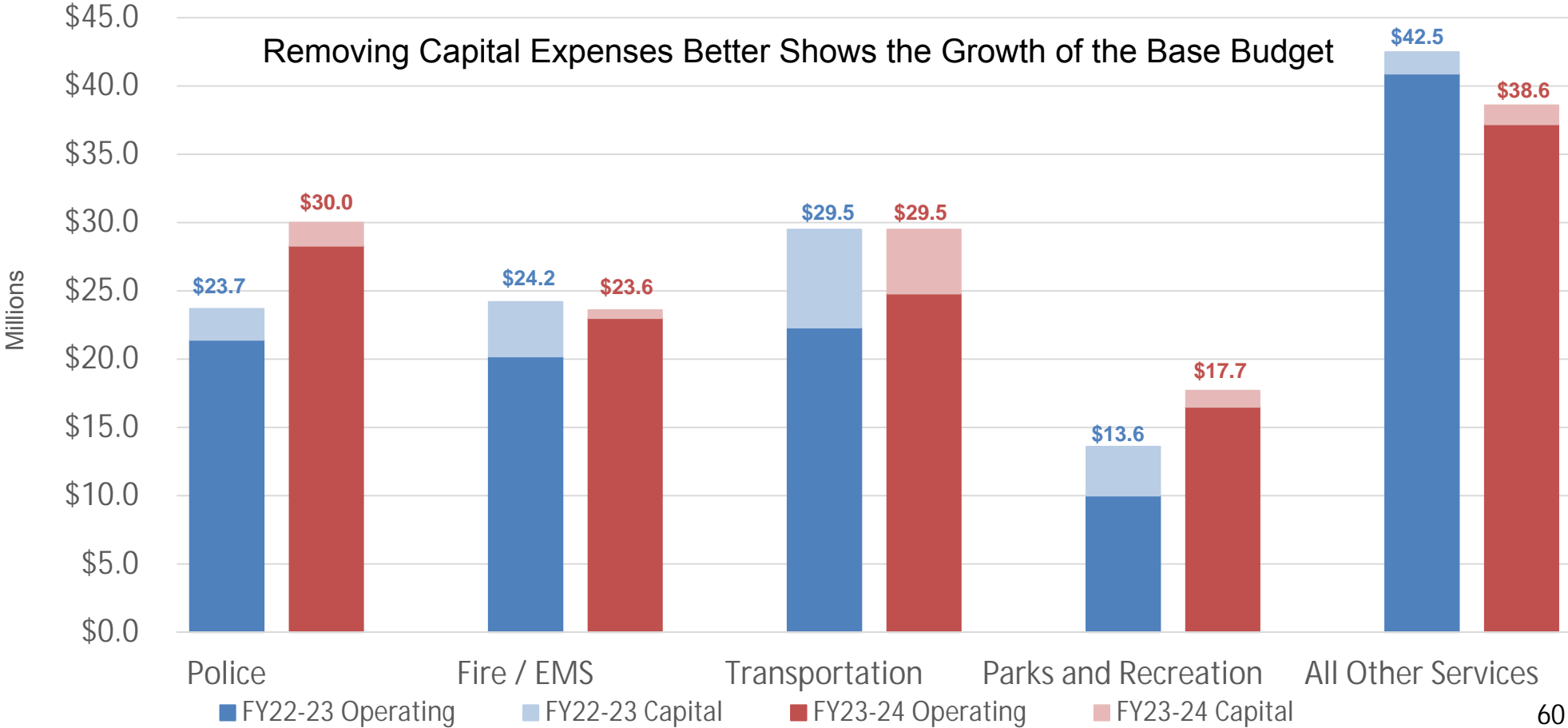
FY 23-24 OPERATING EXPENSES / USES: \$139.4M (BY PROGRAM)



PROGRAM EXPENSE COMPARISON

FY 22-23 vs. FY 23-24

Removing Capital Expenses Better Shows the Growth of the Base Budget



Increased Expenses for PD

(+ \$6.3M Direct, + \$6.8M Total)

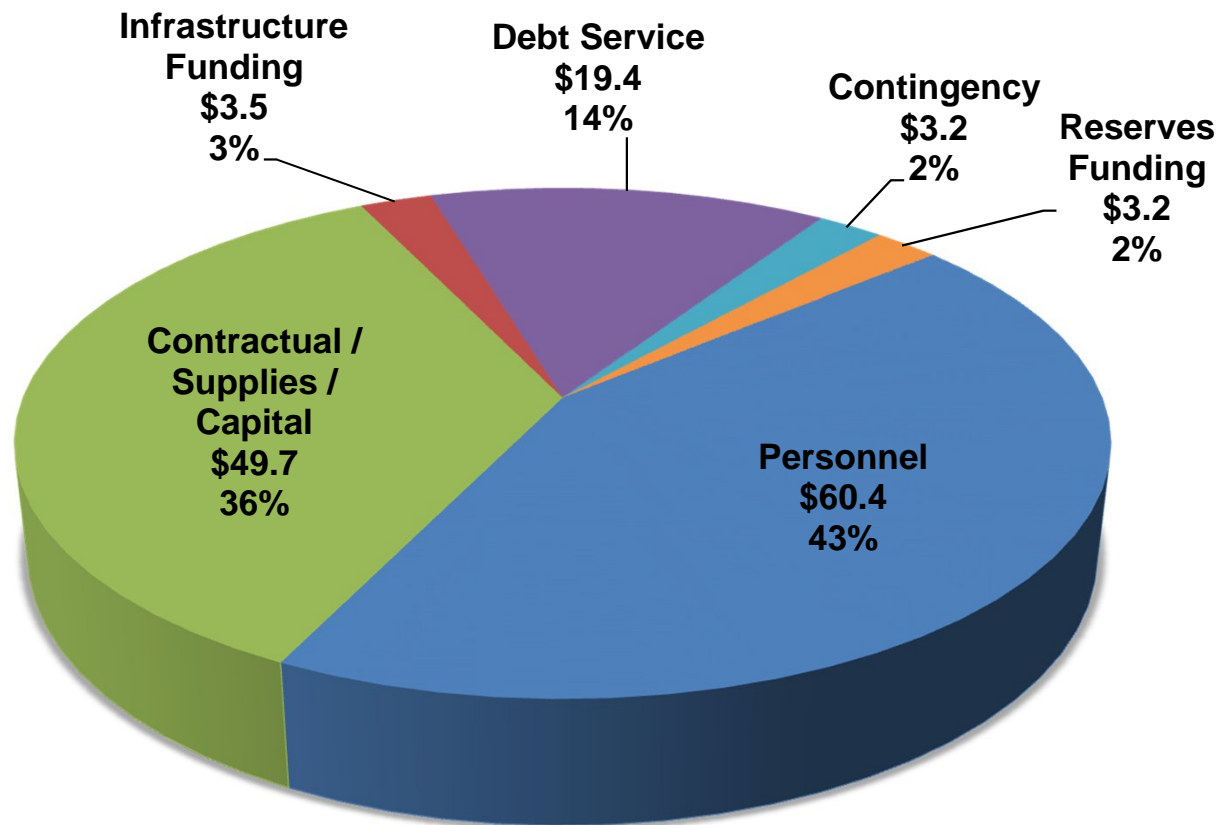
	FY 22-23 Budget	FY 23-24 Increases	FY 23-24 Total
Personnel □ 110 FTEs (90 Sworn, 20 Civilian)	□13.1M	□3.0M	□16.1M
Operations (Dispatch & Evidence Services, Uniforms, Guns/Ammo, Fuel & Vehicle Maintenance, Software, Training)	□8.2M	□1.3M	□9.5M
Capital & Equipment	□2.4M	(□0.8M)	□1.6M
Debt Service for PD Master Plan (50% of □108M Bond Issue)	□ -	□2.8M	□2.8M
Total – Direct PD	\$23.7M	\$6.3M	\$30.0M
Indirect Expenses (Fleet Staffing and Equipment)		□0.5M	
Total FY 23-24 Increase		\$6.8M	

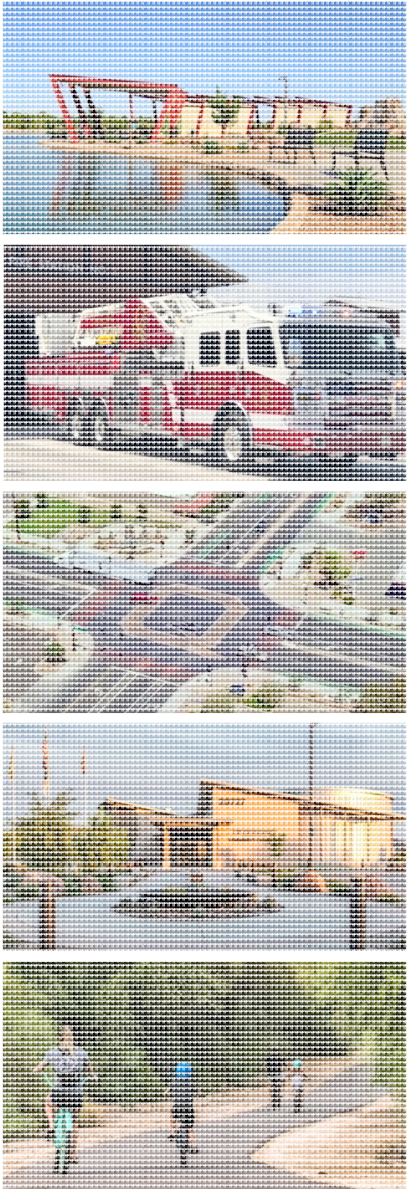
Increased Expenses for Parks & Recreation

(+ \$4.1M)

	FY 22-23 Budget	FY 23-24 Increases	FY 23-24 Total
Personnel □ 59.43 FTEs (15 new FTE for FY 23-24)	□4.3M	□1.6M	□5.9M
Operations (Maintenance Parts & Supplies, Chemicals, Uniforms, Small Tools, Fuel & Vehicle Maintenance, Training)	□1.5M	□0.5M	□2.0M
Capital & Equipment	□3.5M	(□2.3M)	□1.2M
Debt Service	<u>□4.3M</u>	<u>□4.3M</u>	<u>□8.6M</u>
Total	\$13.6M	\$4.1M	\$17.7M

FY 23-24 OPERATING EXPENSES / USES: \$139.4M (BY CATEGORY)



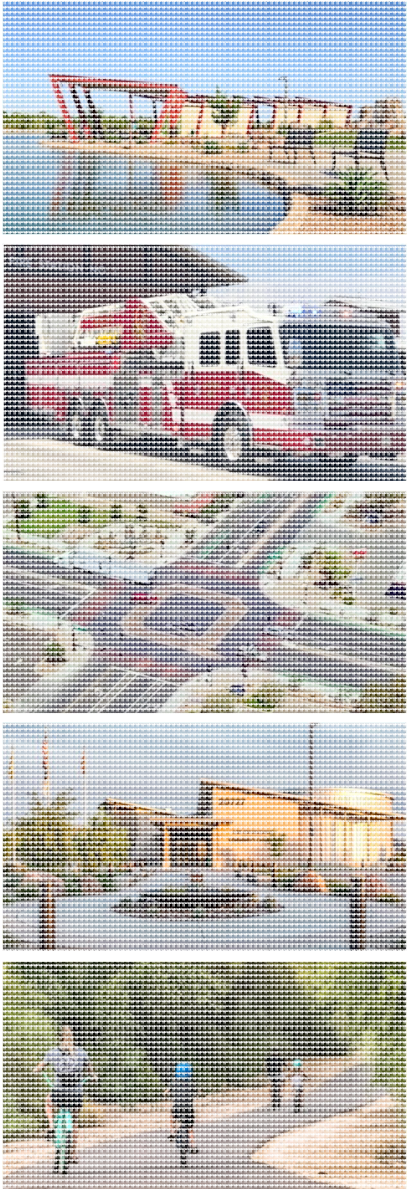


Operating Budget Reserves

June 30, 2024 Ending Reserve Projection

	FY 2023-24	
Revenues / Sources	□150.0M	
Expenses / Uses	(□139.4M)	
Net FY 23-24	<u>□10.6M</u>	
Ending Fund Balance		□129.6M
Restrictions:		
25% Revenue Reserve Requirement	□38.9M	
ASRS Pension Reserve (Fully Funded)	□24.6M	
Police Pension Reserve (Fully Funded)	□19.3M	
Road Replacement Reserve	□3.0M	
HURF Fund (Road Maintenance) Reserve	<u>□0.3M</u>	
Total Restrictions		<u>□86.1M</u>
Available		\$43.5M

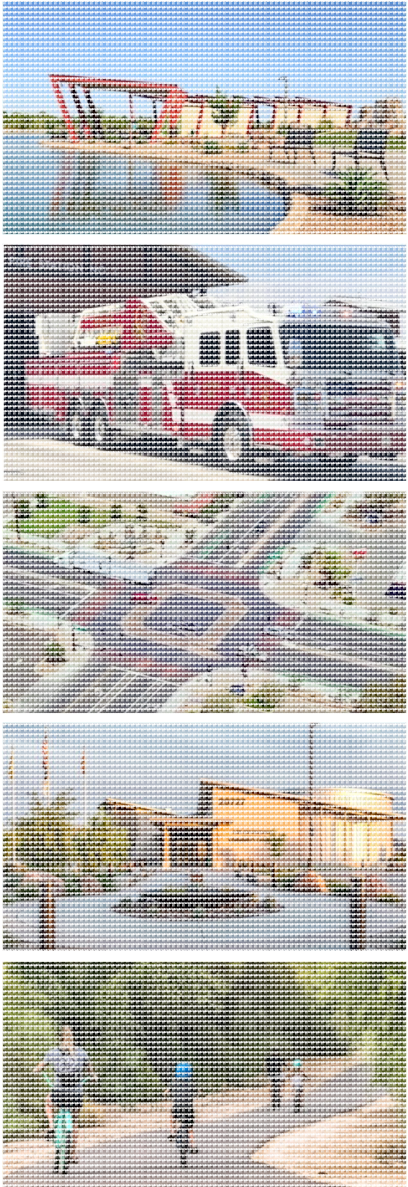
Needed to Cover Operating Costs in Next Fiscal Year for the New Rec and Aquatic Centers



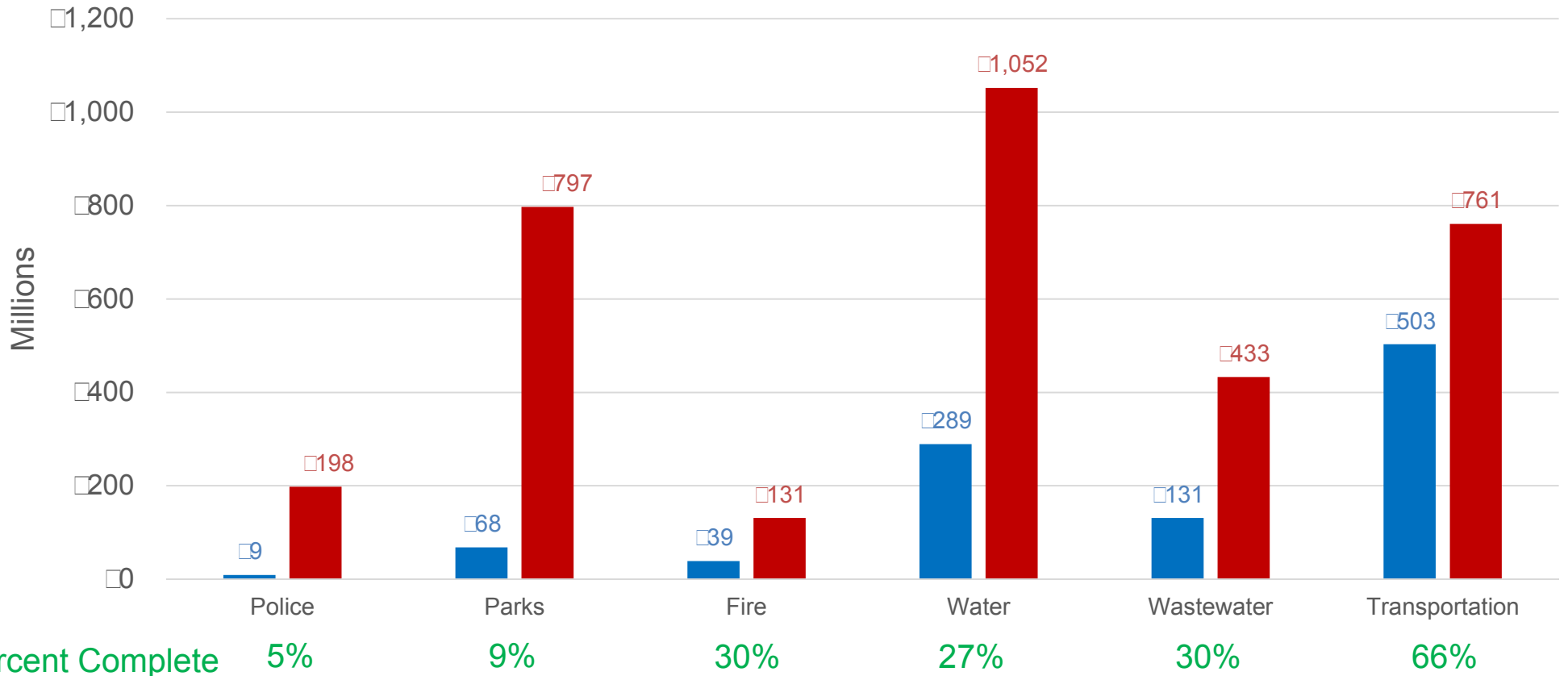
8. Infrastructure Budgets

Aggressive Infrastructure Construction Continues...

- Public Safety (Fire/EMS and Police)
- Transportation
- Water Supply Acquisition
- Water and Wastewater System
- Parks and Trails



Town Infrastructure: Today's Valuation (\$1B) vs. Buildout (\$3.3B)



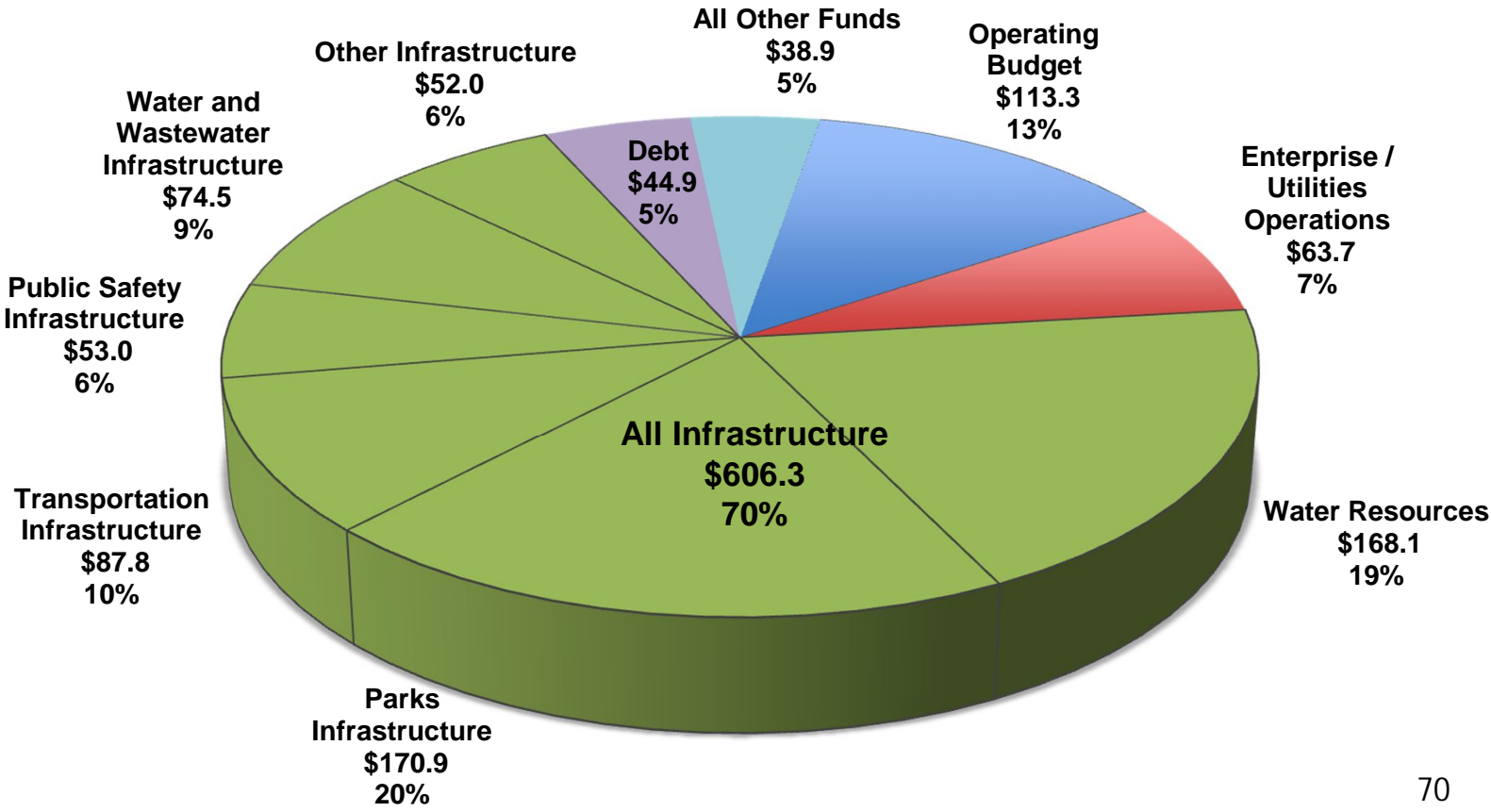
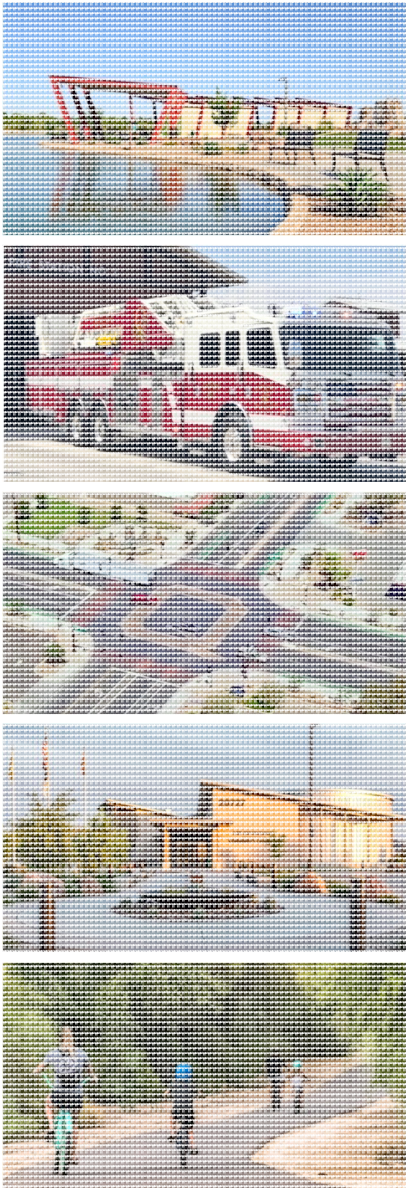
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New Infrastructure Estimate: \$2.3B

	Years 1 - 5	Thereafter	Total
Police	□108M	□81M	□189M
Fire	□38M	□54M	□92M
Transportation	□258M	Pending Master Plan Update	□258M
Parks	□217M	□512M	□729M
Water	□320M	□443M	□763M
Wastewater	<u>□111M</u>	<u>□191M</u>	<u>□302M</u>
Total	\$1.1B	\$1.3B	\$2.3B

FY 23-24 RECOMMENDED BUDGET

\$867.1M



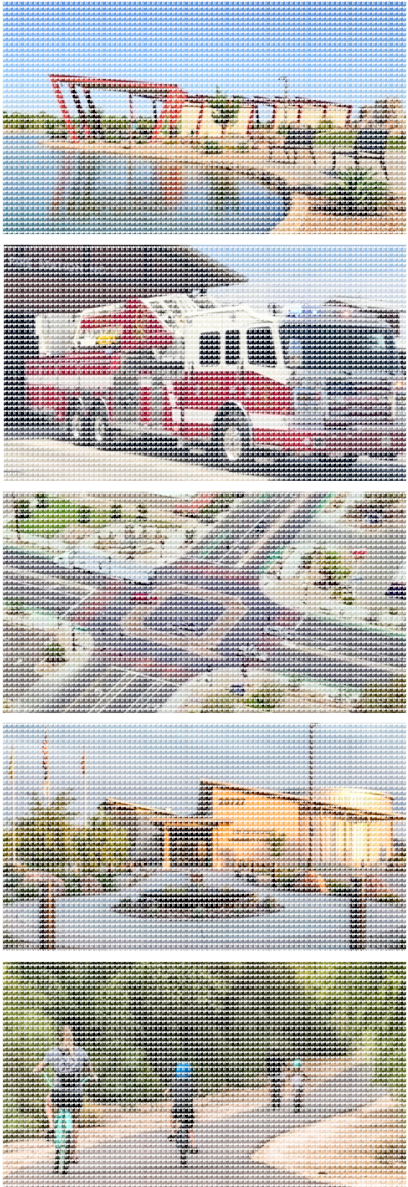
Infrastructure Budget Summary

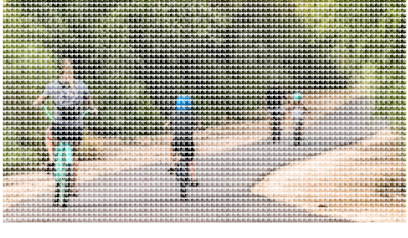
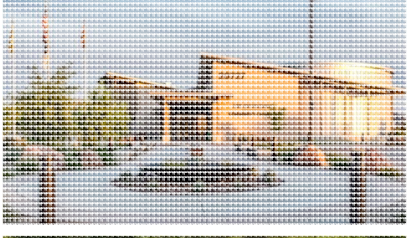
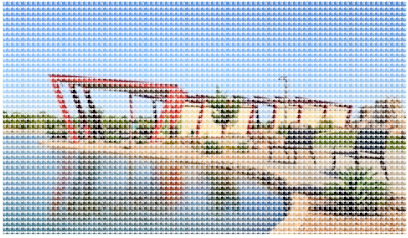
	Projects Under Contract	Priority Projects (1)	New Projects	FY 23-24 Tentative Budget
Transportation	□37.2M	□50.6M	-	□87.8M
Parks and Trails	□0.9M	□170.0M	-	□170.9M
Water	□10.5M	□38.6M	-	□49.1M
Wastewater	□2.3M	□23.1M	-	□25.4M
Water Resources	-	□168.1M	-	□168.1M
Fire	-	□17.7M	-	□17.7M
Police	-	□35.3M	-	□35.3M
Municipal Facilities	□2.0M	-	-	□2.0M
Contingencies	-	-	□50.0M	□50.0M
Total Infrastructure	\$52.9M	\$503.4M	\$50.0M	\$606.3M

(1) See next slide

Priority Projects

	FY 23-24 Tentative Budget
Police Master Plan / Joint PD-Fire Facility	□53.0M
Parks Master Plan Phase I & Related Projects	□170.0M
State Lands Infrastructure (Roads, Water, Wastewater)	□77.2M
Water / Wastewater Projects Funded by Pinal County	□35.1M
Water Resources	□168.1M
Total	\$503.4M





9. Debt Budgets

Debt

- Debt is Only Issued to Build Infrastructure
- The Issuance of Debt Accomplishes the Financial Objective of Spreading the Cost of Infrastructure over Multiple Generations (Intergenerational Equity)
- Two Types of Debt Outstanding
 1. General Government
 2. Water / Wastewater
- Debt is Paid Using Numerous Sources
 - Impact and Capacity Fees, Operating Budget, Dedicated Revenues, and Rates

Outstanding Debt: General Government

Purpose	Outstanding Amount 6/30/24	% of Total
Parks ⁽¹⁾	□153.5M	34%
Transportation	□118.1M	26%
Police ⁽²⁾	□109.5M	25%
Fire ⁽²⁾	□49.7M	11%
Library	□4.0M	1%
Recreation Annex	□3.4M	1%
HPEC	□3.2M	1%
Town Buildings	<u>□3.2M</u>	<u>1%</u>
TOTAL	\$444.6M	100%

(1) Includes \$21.7M new debt expected to be issued in FY 2023-24 for Parks & Recreation facilities.

(2) Includes \$130M new debt expected to be issued in FY 2023-24 (\$108M for PD, \$22M for Fire).

Annual Debt Payments: General Government

Funding Source	FY 23-24 Payment	% of Total Payment
Operating Budget	□19.4M	80%
Dedicated Transportation Sales Tax	□1.5M	6%
Town Center Sales Tax	□0.3M	1%
Transportation Impact Fees	□0.9M	4%
Fire Impact Fees	□1.1M	4%
Law Enforcement Impact Fees	□0.2M	1%
Library Impact Fees	□0.2M	1%
Town Building Impact Fees	□0.3M	1%
Parks Impact Fees	<u>□0.5M</u>	<u>2%</u>
TOTAL	\$24.4M	100%

Annual Debt Payment: Operating Budget

Purpose	FY 23-24 Payment	% of Total Payment
Parks and Recreation	☐8.6M	44%
Transportation	☐5.8M	30%
Police	☐2.8M	14%
Fire	☐1.4M	7%
HPEC	☐0.3M	2%
Town Buildings	☐0.3M	2%
Library	<u>☐0.2M</u>	<u>1%</u>
TOTAL	\$19.4M	100%

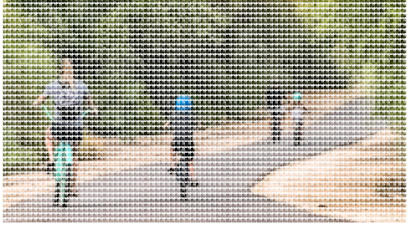
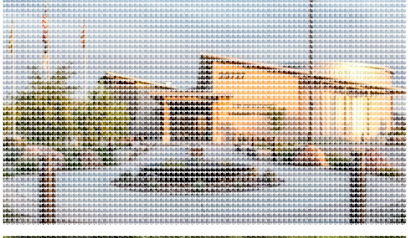
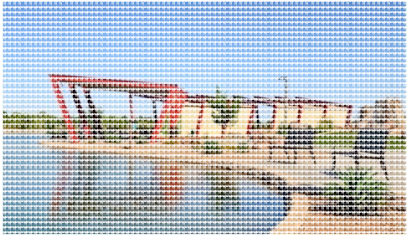
Outstanding Debt: Water and Wastewater

Purpose	Outstanding Amount 6/30/24	% of Total
Water ☐ Water Resources ⁽¹⁾	☐264.9M	57%
Water ☐ CIP Infrastructure Projects	☐104.5M	22%
Water ☐ Company Acquisitions	☐60.6M	13%
Wastewater ☐ CIP Infrastructure Projects	☐35.1M	7%
Wastewater ☐ GWRP Buy-in	<u>☐1.7M</u>	<u>0.4%</u>
TOTAL	\$466.8M	100%

(1) Includes \$168M new debt expected to be issued in FY 2023-24 for new water rights.

Annual Debt Payment: Water and Wastewater

Purpose	Total FY 23-24 Payment
Water ☐ Company Acquisitions	☐4.7M
Water ☐ Water Resources	☐3.9M
Water ☐ CIP	☐4.0M
Wastewater ☐ CIP	☐2.3M
Wastewater ☐ Treatment Plant	<u>☐0.4M</u>
TOTAL	\$15.3M



10. Other Major Budgets

Utility Funds

- Three Utility Funds
 1. Water
 2. Wastewater
 3. Solid Waste / Recycling
- Rates and Fees Pay for Expenses (Not Taxes)
- Size of Service Areas Vary
- Rate Study Underway

Utility Funds (concluded)

	Water	Wastewater	Solid Waste / Recycling
Operating Expenses ⁽¹⁾	□33.3M	□8.8M	□5.3M
Expense Increases	Personnel-Market and Merit 4.5 New FTEs Commodity Increases Due to Increased Accounts and Inflation (Electricity, Chemicals)	Personnel-Market and Merit No New FTE Commodity Increases Due to Increased Accounts and Inflation (Electricity, Chemicals)	Personnel-Market and Merit 1 New FTE for Environmental Monitoring Programs No Operating Expense Increases

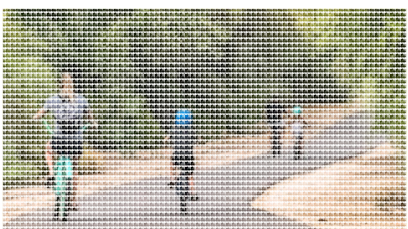
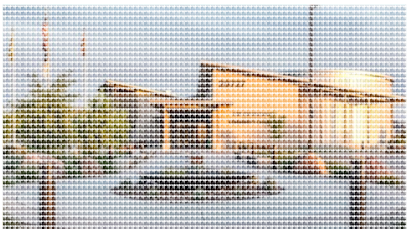
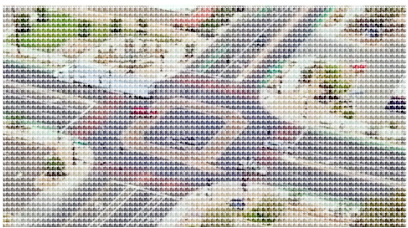
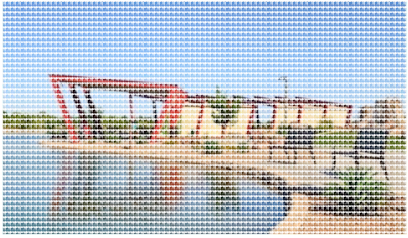
(1) Excludes Capital and Debt Service

Town Center Fund

- Dedicated 0.25% Sales Tax: □1.8M Annually
- Dedicated Tax to be Used for Infrastructure and Programming Needs of the Town Center
- Town Center Master Plan to be Updated
 - Constructing Drainage Improvements
 - New Transportation and Utilities Infrastructure (Budgeted Separately in Appropriate Funds)

Contingency Budgets

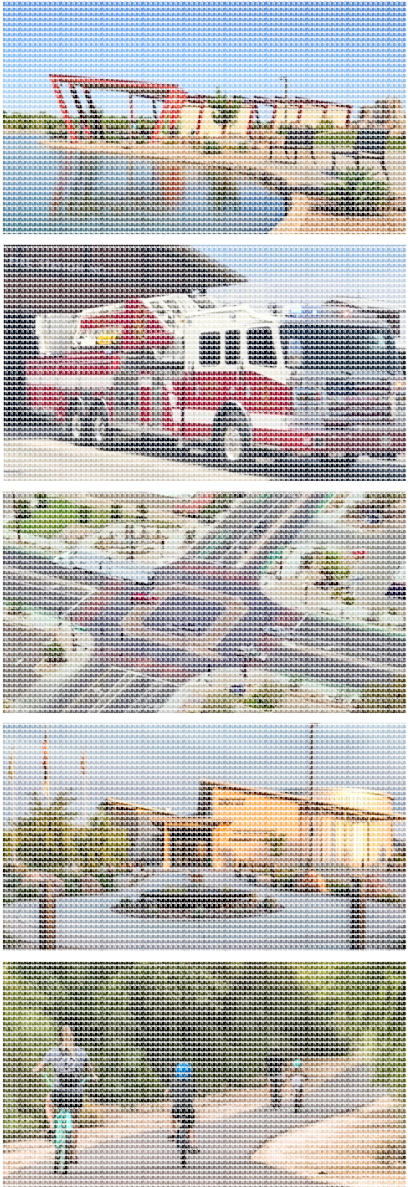
Purpose	Description	Amount
1. Projects Under Contract	Carryforward of approved contracts into FY 23-24	☐52.9M
2. New Construction Projects	Expenditure authority for new projects or unanticipated CIP costs	☐50.0M
	Total CIP Contingency	\$102.9
4. Grants Contingency	Expenditure authority for potential receipt of grants for PD, Fire, Traffic, Streets, and Trails	☐5.0M
5. Carry-Forward for Long-Lead Items	Expenditure authority for vehicles, equipment, projects and materials ordered in FY 22-23 but will not be received or completed until FY 23-24	☐10.0M
6. Recreation Capital Contingencies	Expenditure authority for possible long-lead items related to the Recreation/Aquatic Center that will be needed before the facility opens in FY 24-25	☐8.0M
7. Operating Contingencies	Expenditure authority for unanticipated operating costs in the Operating Budget and Utility Funds (set at 3% of budgeted expenses)	☐4.4M
	Total FY 23-24 Contingencies	<u>\$130.3M</u>



11. Calendar

Key Budget Dates

Date	Item
February 24-25	Council Strategic Planning Session
March 23	Town Manager Recommended Budget Released
March 27-30	Budget Briefings with Town Council
April 10	Budget Committee Meeting
May 3	Tentative Budget Approval
May 17	Final Budget Adoption
June 7	Property Tax Levy Adopted



12.

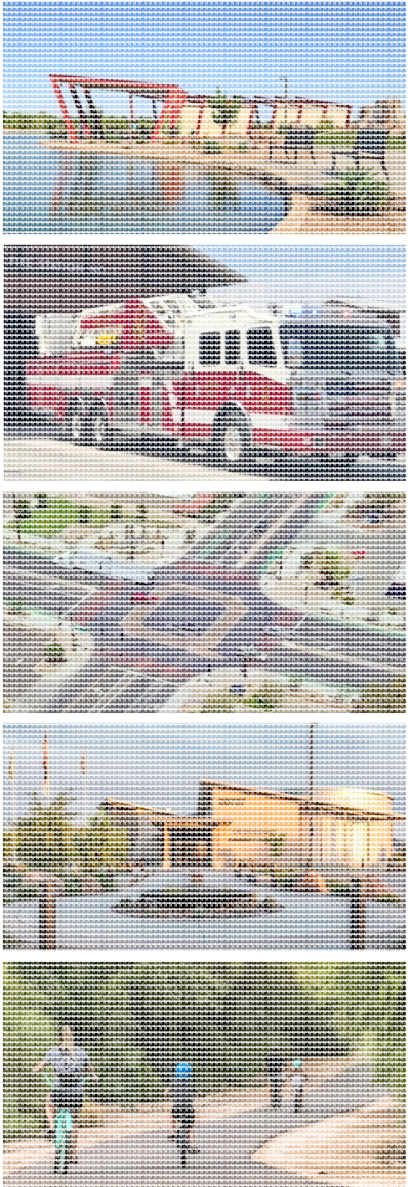
Discussion of FY 23-24 Remaining Policy Issues

Outstanding Strategic Financial Policy Issues

1. AAA' Bond Rating
 - Use of 2% Dedicated Construction Sales Tax
 - Update Debt Management Policy
 - Update Pension Funding Policy
 - Update Operating Budget Reserve Policy
2. New Water Supply Funding
3. New Infrastructure Funding
4. Impact and Capacity Fee Rate Study
5. Utility Rate Study (water, wastewater, solid waste/recycling monthly rates)
6. Initial Utility Bond Rating
7. Funding Infrastructure Replacement

Funding Needs

1. Police Master Plan (Phase 1): □130M
2. Transportation Master Plan (Supplemental): □105M
3. Water Supply Acquisition and Related: □200M
4. Field Operations Center: □TBD
5. Town Center Infrastructure: □TBD
6. Horseshoe Park: □TBD





Remaining FY 23-24 Policy Decisions

REPEAT

1. Consider a New Policy for Sworn Police Personnel Salary Market Increases
2. Consider a New Approach for Budgeting for Construction Projects



1. Sworn Police Personnel Salary Market Increase Policy

Objective: Ensure the salary ranges for Police sworn staff remain competitive within the local market

- Since QCPD started in January 2022, other agencies have aggressively increased compensation for sworn staff
 - Pay ranges, hiring bonuses, retention incentives
- QCPD has implemented bonuses and incentives, but salary ranges for sworn staff are currently at the bottom half of the market comparisons



1. Sworn Police Personnel Salary Market Increase Policy (concluded)

Procedure:

July 1: PD sworn staff receive the same market adjustment as all other Town employees (FY 23-24 □ 5%)

October 15th: HR compares QCPD salary ranges to market, identifies increases needed to rank mid-point of QCPD sworn positions in the top three of the market comparisons

January 1: PD sworn staff receive an additional adjustment based on market analysis (FY 23-24 □ 4% estimated, □280K)



2. New Approach Budgeting for Construction Projects

The Issue: The Adopted Budget and the Voter Approved Expenditure Limit are NOT the Same

- Expenditure Limit
 - FY 23-24: □631M
 - Voter Approved Permanent Base Adjustment in August 2022
 - Calculated Net of □Exclusions□
 - FY 23-24 will be the First Budget Under the New Expenditure Limit
- Adopted Budget
 - Much Larger than the Amount the Town will Ever Spend in One Year
 - Adopted Budget □ Spend + Contract Awards
 - Cannot be Increased Once Approved



2. New Approach for Budgeting for Construction Projects (continued)

The Objective: Create a Connection Between the Expenditure Limit and the Adopted Budget

- Two Issues Are Causing the Disconnection
 1. The Large Size of Construction Project Budgets (the Largest Component of the Budget)
 2. State Law Requires Budget Authorityto Enter Into Construction Contracts Even Though the Projects are Built Over Several Years
- Construction Projects Are Rarely Completed in One Year
- The Amount of the Construction Projects Carry Forward Continues to Grow



2. New Approach for Budgeting for Construction Projects (concluded)

Recommendation

1. Carry Forward Only Existing Projects Under Contract at June 30
 - Current Practice is to Carry Forward All Previously Approved Projects
2. Not All New Projects Will be Included in Adopted Budget
 - Priority Projects Will be Specifically Approved in Adopted Budget
 - 50M New Project Contingency will be Used for Non-Priority Projects that are Started During the Year
 - Town Council Approval Required

New Policy Approach

	Current Approach	New Approach	Reduction to Budget
Carry Forward Existing Projects that are Under Contract (excluding □Priority Projects□)	□134.1M	□52.9M	(□81.2M)
New Projects / □Priority Projects□	□566.9M	□503.4M	(□63.5M)
Project Contingency	<u>□50.0M</u>	<u>□50.0M</u>	_____ -
Total CIP Budget	□751.0M	□606.3M	(□144.7M)
Operating Budgets	<u>□260.8M</u>	<u>□260.8M</u>	_____ -
Total FY 23-24 Budget	\$1,011.8M	\$867.1M	(\$144.7M)

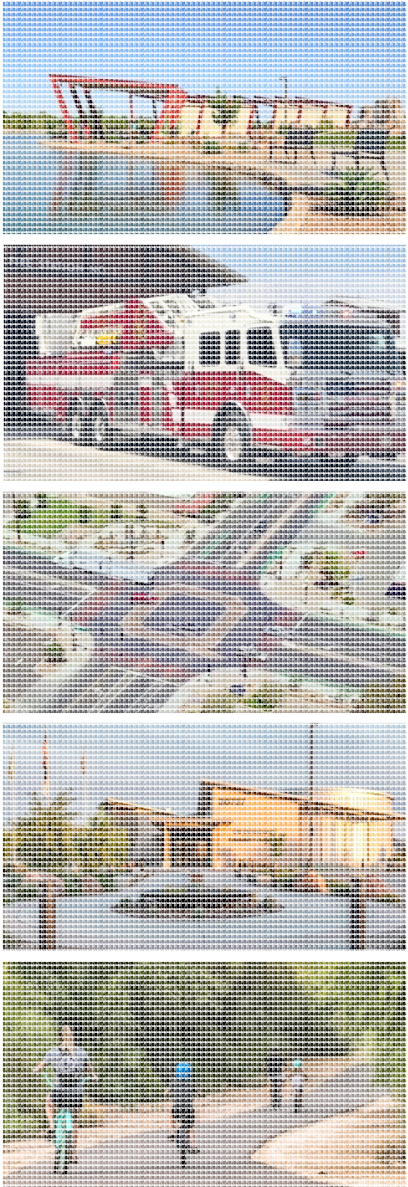
Compliance With Expenditure Limit of \$631.4M

		FY 23-24 Tentative Budget
Total Recommended Budget		\$867.1M
Less Exclusions:		
Use of Debt Proceeds (for CIP Projects and Water Resources)	□398.3M	
Debt Service Requirements	□44.9M	
Investment Income	□8.0M	
Amounts Received from State (Infrastructure Reimbursement)	□30.0M	
Transactions Between Funds (Healthcare Internal Service Fund)	□9.7M	
HURF Revenues	□5.3M	
Contracts with Other Local Governments (Pinal ARPA Projects)	<u>□35.1M</u>	
Total Exclusions		<u>\$531.3M</u>
Budget Amount Subject to the Expenditure Limit		□335.8M
FY 23-24 Expenditure Limit, per ADOR		<u>□631.4M</u>
Amount Under the Expenditure Limit		\$295.6M

Recommended Motion

Move to Approve the FY 2023-24 Tentative Budget of \$867.1M and Set May 17, 2023 at 6:30 p.m. as the date and time of the Public Hearing for the FY 2023-24 Final Budget as required under Arizona Revised Statutes.

- Sets the Maximum Budget Amount



Discussion and Questions

**Town of Queen Creek
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2024**

Fiscal year	S c h	Funds									
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds		
2023	Adopted/adjusted budgeted expenditures/expenses*	E	1	43,080,342	67,472,668	18,581,567	379,086,620	0	167,971,512	7,601,515	683,794,224
2023	Actual expenditures/expenses**	E	2	43,080,342	67,472,668	18,581,567	159,159,328	0	167,971,512	7,601,515	463,866,932
2024	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	116,071,334	55,469,609	1,569	235,351,920	0	60,099,203	0	466,993,635
2024	Primary property tax levy	B	4	13,285,644							13,285,644
2024	Secondary property tax levy	B	5								0
2024	Estimated revenues other than property taxes	C	6	108,314,542	63,175,067	1,689,858	164,485,096	0	286,133,408	9,631,219	633,429,190
2024	Other financing sources	D	7	0	0	0	0	0	0	0	0
2024	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2024	Interfund transfers in	D	9	0	25,615,986	27,864,091	24,794,461	0	15,390,882	0	93,665,420
2024	Interfund Transfers (out)	D	10	43,708,794	34,565,744	0	0	0	15,390,882	0	93,665,420
2024	Line 11: Reduction for fund balance reserved for future budget year expenditures										
	Maintained for future debt retirement										0
	Maintained for future capital projects		11								0
	Maintained for future financial stability										0
											0
											0
2024	Total financial resources available		12	193,962,726	109,694,918	29,555,518	424,631,477	0	346,232,611	9,631,219	1,113,708,469
2024	Budgeted expenditures/expenses	E	13	51,614,109	86,787,686	29,553,949	362,720,533	0	326,713,503	9,731,219	867,120,999

Expenditure limitation comparison

	2023	2024
1 Budgeted expenditures/expenses	\$ 683,794,224	\$ 867,120,999
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	683,794,224	867,120,999
4 Less: estimated exclusions		510,825,251
5 Amount subject to the expenditure limitation	\$ 683,794,224	\$ 356,295,748
6 EEC expenditure limitation	\$ 730,130,917	\$ 631,421,266

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

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

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Queen Creek
Tax levy and tax rate information
Fiscal year 2024

	2023	2024
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>18,819,008</u>	\$ <u>20,088,147</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>12,470,641</u>	\$ <u>13,285,644</u>
Property tax judgment _____	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment _____	_____	_____
C. Total property tax levy amounts	\$ <u>12,470,641</u>	\$ <u>13,285,644</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>12,470,641</u>	
(2) Prior years' levies	<u>13,573</u>	
(3) Total primary property taxes	\$ <u>12,484,214</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ <u>12,484,214</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.8257</u>	<u>1.7231</u>
Property tax judgment _____	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment _____	_____	_____
(3) Total city/town tax rate	<u>1.8257</u>	<u>1.7231</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

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

**Town of Queen Creek
Revenues other than property taxes
Fiscal Year 2024**

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
General Fund			
Local taxes			
City Sales Tax	\$ 38,318,568	\$ 40,069,544	\$ 44,520,829
Construction Sales Tax	13,092,900	15,000,000	16,991,250
Licenses and permits			
Business Licenses	75,000	75,000	90,000
Liquor Licenses	10,500	10,500	10,500
Building Revenue	10,486,700	6,640,000	5,740,000
Intergovernmental			
State Sales Tax	8,385,700	9,333,521	10,039,900
Urban Revenue Sharing	9,421,900	12,585,940	18,692,200
Charges for services			
Recreation User Fees	689,687	689,687	1,151,500
Interest on Investments			
Interest Income	500,000	2,350,000	3,707,500
Miscellaneous			
Telecommunications	175,000	175,000	175,000
Gas Franchises	135,000	135,000	135,000
Cable Licenses	360,000	360,000	360,000
Miscellaneous	101,000	616,000	1,148,140
Departmental Support Revenue	3,929,880	3,929,880	5,105,923
Fleet Charges Internal			446,800
Total General Fund	\$ 85,681,835	\$ 91,970,072	\$ 108,314,542

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

**Town of Queen Creek
Revenues other than property taxes
Fiscal Year 2024**

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
Special revenue funds			
Highway User Revenue Fund			
Highway User Revenue	\$ 4,321,500	\$ 5,172,750	\$ 5,271,853
Pinal County Taxes	30,000	30,000	30,000
Vehicle License Tax	3,138,200	3,387,826	3,926,600
Total Highway User Revenue Fund	\$ 7,489,700	\$ 8,590,576	\$ 9,228,453
Municipal Town Center Fund			
City Sales Tax	\$ 1,280,750	\$ 1,671,743	\$ 1,805,482
Building Lease Revenue	83,868	83,868	86,384
Signage Revenue	20,000	20,000	20,000
Total Municipal Town Center Fund	\$ 1,384,618	\$ 1,775,611	\$ 1,911,866
Construction Sales Tax Fund			
2% Construction Sales Tax	\$ 13,092,900	\$ 15,000,000	\$ 16,991,250
Interest Income	50,000	50,000	
Total Construction Sales Tax Fund	\$ 13,142,900	\$ 15,050,000	\$ 16,991,250
Grants & Contingency Fund			
Grants	\$ 10,000,000	\$ 10,000,000	\$ 5,000,000
Total Grants & Contingency Fund	\$ 10,000,000	\$ 10,000,000	\$ 5,000,000
Parks Development Fund			
Parks Development Fee	\$ 7,083,843	\$ 5,300,000	\$ 4,700,000
Interest Income	143,740	143,740	500,000
Total Park Development Fund	\$ 7,227,583	\$ 5,443,740	\$ 5,200,000
Town Building Fund			
Town Building & Vehicle Development Fee	\$ 168,568	\$ 20,000	\$
Interest Income	3,000	3,000	51,000
Total Building Fund	\$ 171,568	\$ 23,000	\$ 51,000
Transportation Development Fee Fund			
Transportation Development Impact Fee	\$ 5,292,250	\$ 4,600,000	\$ 3,300,000
Interest Income	5,000	5,000	320,000
Total Transportation Development Fee Fund	\$ 5,297,250	\$ 4,605,000	\$ 3,620,000
Library Development Fee Fund			
Library Development Impact Fee	\$ 370,929	\$ 225,000	\$ 120,000
Interest Income	3,000	3,000	60,000
Total Library Development Fee Fund	\$ 373,929	\$ 228,000	\$ 180,000
Public Safety Development Fee Fund			
Public Safety Development Fees	1,553,557	1,300,000	1,000,000
Interest Income			25,000
Total Public Safety Development Fee Fund	\$ 1,553,557	\$ 1,300,000	\$ 1,025,000

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

**Town of Queen Creek
Revenues other than property taxes
Fiscal Year 2024**

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
Emergency Services Fund			
City Sales Tax	4,789,821	5,008,693	5,565,104
Construction Sales Tax	1,636,600	1,875,000	2,123,906
County Island Fire District	1,500,000	1,787,668	2,238,852
Fire Inspections	75,000	75,000	130,000
PSPRS Premium Tax Credit	180,000	180,000	244,163
ROI Utility Revenue	3,887,150	3,715,760	3,834,740
Intergovernmental	42,332	175,000	265,000
IGA - School District	155,000	155,000	181,715
Wildland Reimbursement	15,000	15,000	15,000
Building Lease Revenue	28,000	28,000	
Police Department Revenue		30,000	34,250
ETS Ambulance Revenue			1,900,000
Miscellaneous	40,000	40,000	11,500
Total Emergency Services Fund	\$ 12,348,903	\$ 13,085,121	\$ 16,544,230
Fire Development Fee Fund			
Fire Development Fee Fund	2,852,113	2,400,000	1,800,000
Interest Income	5,000	5,000	60,000
Total Fire Development Fee Fund	\$ 2,857,113	\$ 2,405,000	\$ 1,860,000
Streetlight Improvement Districts			
Special Assessment	150,000	150,000	
Miscellaneous			200,000
Total Streetlight Improvement Districts	\$ 150,000	\$ 150,000	\$ 200,000
Horseshoe Park & Equestrian Center Fund			
Park Revenues	744,340	744,340	1,042,314
Sponsorships	31,415	31,415	320,954
Total Horseshoe Park Equestrian Fund	\$ 775,755	\$ 775,755	\$ 1,363,268
Total special revenue funds	\$ 62,772,876	\$ 63,431,803	\$ 63,175,067

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

**Town of Queen Creek
Revenues other than property taxes
Fiscal Year 2024**

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
Debt service funds			
Special Assessment Fund			
Property Assessments	\$ 1,732,010	\$ 1,732,010	\$ 1,689,858
Total Special Assessment Fund	\$ 1,732,010	\$ 1,732,010	\$ 1,689,858
Total debt service funds	\$ 1,732,010	\$ 1,732,010	\$ 1,689,858
Capital projects funds			
Drainage & Transportation Fund			
Reimbursement from Government Agency	\$ 16,828,633	\$ 16,828,633	\$ 30,000,000
Interest Income	150,000	460,000	899,420
Miscellaneous	59,500,000	59,500,000	
Total Drainage & Transportation Fund	\$ 76,478,633	\$ 76,788,633	\$ 30,899,420
General CIP			
Reimbursement from Government Agency	\$	\$	\$ 1,875,676
Other Funding	624,358	624,358	
Bond/Loan Proceeds			130,000,000
Interest Income		1,140,000	1,710,000
Miscellaneous	3,000,000	3,000,000	
Total General CIP	\$ 3,624,358	\$ 4,764,358	\$ 133,585,676
Total capital projects funds	\$ 80,102,991	\$ 81,552,991	\$ 164,485,096

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

**Town of Queen Creek
Revenues other than property taxes
Fiscal Year 2024**

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
Enterprise funds			
Sewer Utility Funds			
User Fees	\$ 9,229,590	\$ 9,229,590	\$ 11,705,100
Miscellaneous	1,106,154	1,106,154	1,311,780
Reimbursement from Government Agency			8,500,000
Bond / Loan Proceeds			6,139,935
Capacity Fee	4,647,268	4,647,268	2,195,990
Interest Income	100,000	100,000	260,770
Total Sewer Utility	\$ 15,083,012	\$ 15,083,012	\$ 30,113,575
Water Fund			
Water Revenues / User Fees	\$ 32,583,756	\$ 32,583,756	\$ 30,211,350
Capacity Fee	5,330,154	5,330,154	2,684,510
Miscellaneous	11,968	11,968	
Interest Income	380,100	380,100	415,250
Government Agency Reimbursement			34,559,362
Refunds/Reimbursements	17,377	17,377	
Bond / Loan Proceeds	60,000,000	60,000,000	183,420,321
Total Water Fund	\$ 98,323,355	\$ 98,323,355	\$ 251,290,793
Solid Waste Fund			
User Fees	\$ 4,366,122	\$ 4,366,122	\$ 4,584,140
Recycling	8,934	8,934	10,600
Cart Fees	267,900	267,900	120,300
Interest Income	3,700	3,700	14,000
Miscellaneous			
Total Solid Waste Fund	\$ 4,646,656	\$ 4,646,656	\$ 4,729,040
Total enterprise funds	\$ 118,053,023	\$ 118,053,023	\$ 286,133,408

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

**Town of Queen Creek
Revenues other than property taxes
Fiscal Year 2024**

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
Internal service funds			
Healthcare Self-Insurance			
Premiums	\$ 7,501,515	\$ 7,501,515	\$ 9,531,219
Stop Loss Reimbursement	100,000	100,000	100,000
Total Healthcare Self-Insurance	\$ 7,601,515	\$ 7,601,515	\$ 9,631,219
Total internal service funds	\$ 7,601,515	\$ 7,601,515	\$ 9,631,219
Total all funds	\$ 355,944,250	\$ 364,341,414	\$ 633,429,190

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

Town of Queen Creek
Other financing sources/(uses) and interfund transfers
Fiscal year 2024

Fund	Other financing 2024		Interfund transfers 2024	
	Sources	(Uses)	In	(Out)
General Fund				
Debt Service	\$	\$	\$	\$ 14,692,808
Interfund Loan				
Infrastructure (CIP)				3,400,000
Emergency Services Fund				23,629,591
Horseshoe Park & Equestrian Center Fund				1,986,395
HURF				
Community Events				
Total General Fund	\$	\$	\$	\$ 43,708,794
Special revenue funds				
Library Development Fee Fund	\$	\$	\$	\$ 231,599
Emergency Services Fund			23,629,591	4,335,950
Grants Fund				
Parks Development				509,878
Public Safety Development Fee Fund				2,939,175
Town Buildings & Vehicles Development Fund				289,045
Fire Development Fee Fund				1,687,863
Transportation Development Fund				12,034,240
Construction Sales Tax				11,650,682
Town Center				331,806
HURF				263,777
Community Events				
Horseshoe Park & Equestrian Center Fund			1,986,395	291,729
Total special revenue funds	\$	\$	\$ 25,615,986	\$ 34,565,744
Debt service funds				
Special Assessment Fund	\$	\$	\$	\$
Debt service			27,864,091	
Total debt service funds	\$	\$	\$ 27,864,091	\$
Capital projects funds				
Transportation CIP	\$	\$	\$ 24,634,461	\$
General CIP			160,000	
Total capital projects funds	\$	\$	\$ 24,794,461	\$
Enterprise funds				
Water Fund	\$	\$	\$	\$ 10,372,693
Water Capacity				2,260,683
Water CIP				
Water Debt			12,633,376	
Sewer / Wastewater Fund				2,143,098
Sewer / Wastewater Capacity				614,408
Sewer / Wastewater CIP				
Sewer / Wastewater Debt			2,757,506	
Total enterprise funds	\$	\$	\$ 15,390,882	\$ 15,390,882
Total all funds	\$	\$	\$ 93,665,420	\$ 93,665,420

**Town of Queen Creek
Expenditures/expenses by fund
Fiscal year 2024**

Fund/Department	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
General Fund				
Town Council	\$ 451,445	\$	\$ 451,445	\$ 493,552
Town Manager	1,057,830		1,057,830	1,283,132
Legal Services	796,000		796,000	945,000
Town Clerk	368,406		368,406	382,805
Finance	2,909,485	399,819	3,309,304	3,568,836
Human Resources	956,092	450	956,542	1,130,617
Information Technology	7,404,218	35,193	7,439,411	8,422,333
Community Services	8,250,132	310,596	8,560,728	12,561,720
Economic Development	1,303,498		1,303,498	1,357,471
Development Services	4,390,526	252,550	4,643,076	5,506,652
Public Works	6,979,684	3,039,175	10,018,859	9,218,991
Centralized Services	5,905,600	(1,730,357)	4,175,243	6,743,000
Total General Fund	\$ 40,772,916	\$ 2,307,426	\$ 43,080,342	\$ 51,614,109
Special revenue funds				
HURF	\$ 8,261,435	\$ 882,989	\$ 9,144,424	\$ 9,472,169
Municipal Town Center Fund	752,000		752,000	1,580,060
Streetlight Improvement District	300,000		300,000	232,059
Grants & Contingency Fund	19,000,000	(16,984,707)	2,015,293	23,000,000
Construction Sales Tax Fund				
Parks Development Fund	80,000		80,000	80,000
Town Buildings & Vehicles Fund	20,000		20,000	
Transporation Development Fund	125,000		125,000	125,000
Library Development Fund	20,000		20,000	20,000
Public Safety Development Fund	40,000		40,000	40,000
Fire Development Fund	40,000		40,000	40,000
Emergency Services Fund	41,207,620	11,335,744	52,543,363	49,140,464
Horseshoe Park & Equestrian Fund	3,123,075	(830,487)	2,292,588	3,057,934
LTAf	100,000		100,000	
Community Events Fund				
Total special revenue funds	\$ 73,069,129	\$ (5,596,461)	\$ 67,472,668	\$ 86,787,686
Debt service funds				
Debt Service Fund	\$ 16,737,426	\$ 62,470	\$ 16,799,896	\$ 27,864,091
Special Assessment Fund	1,732,010	49,661	1,781,671	1,689,858
Total debt service funds	\$ 18,469,436	\$ 112,131	\$ 18,581,567	\$ 29,553,949
Capital projects funds				
Drainage & Transportation	\$ 180,551,680	\$ (5,242,928)	\$ 175,308,752	\$ 141,905,241
Carryforward Allowance			(72,972,000)	
General CIP	196,462,824	7,315,044	203,777,868	220,815,292
Carryforward Allowance			(146,955,292)	
Total capital projects funds	\$ 377,014,504	\$ 2,072,116	\$ 159,159,328	\$ 362,720,533

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

**Town of Queen Creek
Expenditures/expenses by fund
Fiscal year 2024**

Fund/Department	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
Enterprise funds				
Sewer/Wastewater Funds				
Sewer Operating	\$ 6,413,422	\$ 514,819	\$ 6,928,241	\$ 13,366,151
Sewer Capacity		27,133	27,133	50,000
Sewer Capital	25,272,881	(570,631)	24,702,250	25,893,739
Sewer Debt	1,204,700		1,204,700	2,757,506
Carryforward Allowance			(11,926,459)	
Subtotal Sewer/Wastewater	\$ 32,891,003	\$ (28,679)	\$ 20,935,866	\$ 42,067,396
Water Funds				
Water Operating	\$ 95,321,016	\$ 1,164,503	\$ 96,485,519	\$ 44,876,994
Water Capacity		27,133	27,133	50,000
Water Capital	68,883,471	(76,011)	68,807,460	221,677,639
Water Debt	10,968,183		10,968,183	12,633,376
Carryforward Allowance			(34,410,234)	
Subtotal Water	\$ 175,172,670	\$ 1,115,625	\$ 141,878,061	\$ 279,238,009
Solid Waste Fund				
Solid Waste	\$ 5,139,743	\$ 17,842	\$ 5,157,585	\$ 5,408,098
Subtotal Solid Waste	\$ 5,139,743	\$ 17,842	\$ 5,157,585	\$ 5,408,098
Total enterprise funds	\$ 213,203,417	\$ (45,231,905)	\$ 167,971,512	\$ 326,713,503
Internal service funds				
Healthcare Self-Insurance	\$ 7,601,515		\$ 7,601,515	\$ 9,731,219
Total internal service funds	\$ 7,601,515		\$ 7,601,515	\$ 9,731,219
Total all funds	\$ 730,130,917		\$ 463,866,932	\$ 867,120,999

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

**Town of Queen Creek
Expenditures/expenses by department
Fiscal year 2024**

Department/Fund	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
	2023	2023	2023	2024
Town Council				
General Fund	\$ 451,445	\$	\$ 451,445	\$ 493,552
Town Council Total	<u>\$ 451,445</u>	<u>\$</u>	<u>\$ 451,445</u>	<u>\$ 493,552</u>
Town Manager				
General Fund	\$ 1,057,830	\$	\$ 1,057,830	\$ 1,283,132
Town Manager Total	<u>\$ 1,057,830</u>	<u>\$</u>	<u>\$ 1,057,830</u>	<u>\$ 1,283,132</u>
Legal Services				
General Fund	\$ 796,000	\$	\$ 796,000	\$ 945,000
Legal Services Total	<u>\$ 796,000</u>	<u>\$</u>	<u>\$ 796,000</u>	<u>\$ 945,000</u>
Town Clerk				
General Fund	\$ 368,406	\$	\$ 368,406	\$ 382,805
Town Clerk Total	<u>\$ 368,406</u>	<u>\$</u>	<u>\$ 368,406</u>	<u>\$ 382,805</u>
Finance				
General Fund	\$ 2,909,485	\$ 399,819	\$ 3,309,304	\$ 3,568,836
Finance Total	<u>\$ 2,909,485</u>	<u>\$ 399,819</u>	<u>\$ 3,309,304</u>	<u>\$ 3,568,836</u>
Community Services				
General Fund	\$ 8,250,132	\$ 310,596	\$ 8,560,728	\$ 12,561,720
Parks Development Fund	80,000		80,000	80,000
Library Development Fund	20,000		20,000	20,000
Community Events Fund				
Community Services Total	<u>\$ 8,350,132</u>	<u>\$ 310,596</u>	<u>\$ 8,660,728</u>	<u>\$ 12,661,720</u>
Development Services				
General Fund	\$ 4,390,526	\$ 252,550	\$ 4,643,076	\$ 5,506,652
Development Services Total	<u>\$ 4,390,526</u>	<u>\$ 252,550</u>	<u>\$ 4,643,076</u>	<u>\$ 5,506,652</u>
Public Works				
General Fund	\$ 6,979,684	\$ 3,039,175	\$ 10,018,859	\$ 9,218,991
HURF	8,261,435	882,989	9,144,424	9,472,169
Solid Waste Fund	5,139,743	17,842	5,157,585	5,408,098
LTAf	100,000		100,000	
Transportation Development Fund	125,000		125,000	125,000
Drainage & Transportation Fund	180,551,680	\$ (5,242,928)	\$ 175,308,752	\$ 141,905,241
Carryforward Allowance			(72,972,000)	
Public Works Total	<u>\$ 201,157,542</u>	<u>\$ (1,302,921)</u>	<u>\$ 126,882,621</u>	<u>\$ 166,129,499</u>
Human Resources				
General Fund	\$ 956,092	\$ 450	\$ 956,542	\$ 1,130,617
Human ResourceTotal	<u>\$ 956,092</u>	<u>\$ 450</u>	<u>\$ 956,542</u>	<u>\$ 1,130,617</u>
Information Technology				
General Fund	\$ 7,404,218	\$ 35,193	\$ 7,439,411	\$ 8,422,333
Information Technology Total	<u>\$ 7,404,218</u>	<u>\$ 35,193</u>	<u>\$ 7,439,411</u>	<u>\$ 8,422,333</u>
Economic Development				
General Fund	\$ 1,303,498	\$	\$ 1,303,498	\$ 1,357,471
Municipal Town Center Fund	752,000		752,000	1,580,060
Horsehoe Park Fund	3,123,075	(830,487)	2,292,588	3,057,934
Economic Development Total	<u>\$ 5,178,573</u>	<u>\$ (830,487)</u>	<u>\$ 4,348,086</u>	<u>\$ 5,995,465</u>
Emergency Management Services (EMS)				
Emergency Services Fund	\$ 41,207,620	\$ 11,335,744	\$ 52,543,363	\$ 49,140,464
Public Safety Development Fund	40,000		40,000	40,000
Fire Development Fund	40,000		40,000	40,000
EMS Total	<u>\$ 41,287,620</u>	<u>\$ 11,335,744</u>	<u>\$ 52,623,363</u>	<u>\$ 49,220,464</u>

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

**Town of Queen Creek
Expenditures/expenses by department
Fiscal year 2024**

Department/Fund	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
	2023	2023	2023	2024
Utilities Department				
Sewer Utility Fund	\$ 6,413,422	\$ 514,819	\$ 6,928,241	\$ 13,366,151
Sewer Capacity Fund		27,133	27,133	50,000
Sewer Capital Fund	25,272,881	(570,631)	24,702,250	25,893,739
Sewer Debt Fund	1,204,700		1,204,700	2,757,506
Carryforward Allowance			(11,926,459)	
Water Operating Fund	95,321,016	1,164,503	96,485,519	44,876,994
Water Capacity Fund		27,133	27,133	50,000
Water Capital Fund	68,883,471	(76,011)	68,807,460	221,677,639
Water Debt Fund	10,968,183		10,968,183	12,633,376
Carryforward Allowance			(34,410,234)	
Utilities Department Total	\$ 208,063,673	\$ 1,086,946	\$ 162,813,926	\$ 321,305,405
Centralized Service / General Operations				
General Fund	\$ 5,905,600	\$ (1,730,357)	\$ 4,175,243	\$ 6,743,000
General CIP	196,462,824	7,315,044	203,777,868	220,815,292
Carryforward Allowance			(146,955,292)	
Town Buildings & Vehicle Development	20,000		20,000	
Grants & Contingency Fund	19,000,000	(16,984,707)	2,015,293	23,000,000
Streetlight Improvement Districts	300,000		300,000	232,059
Special Assessments Fund	1,732,010	49,661	1,781,671	1,689,858
Debt Service Fund	16,737,426	62,470	16,799,896	27,864,091
Healthcare / Self-Insurance	7,601,515		7,601,515	9,731,219
Centralized Svcs / General Ops. Total	\$ 247,759,375	\$ (11,287,889)	\$ 89,516,194	\$ 290,075,519
Total All Departments	\$ 730,130,917	\$	\$ 463,866,932	\$ 867,120,999

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

Town of Queen Creek
Full-time employees and personnel compensation
Fiscal year 2024

Fund	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
	2024	2024	2024	2024	2024	2024
General Fund						
Town Council	\$ 7.00	\$ 213,034	\$	\$ 90,411	\$ 52,137	\$ 355,582
Town Manager	5.00	892,665	115,983	74,798	100,456	1,183,902
Town Clerk	2.00	208,664	25,621	22,480	18,160	274,925
Finance	43.98	2,320,097	283,117	310,125	195,532	3,108,871
Community Services	67.43	4,933,667	544,408	933,755	467,782	6,879,612
Development Services	31.00	3,020,776	363,610	329,235	293,216	4,006,837
Public Works	34.00	2,685,012	313,775	395,123	257,326	3,651,236
Human Resources	7.00	730,659	90,583	69,933	68,052	959,227
Information Technology	20.00	1,975,062	242,798	251,762	166,474	2,636,096
Economic Development	5.00	629,050	78,442	62,898	56,031	826,421
Non-Departmental						
Total General Fund	\$ 222.41	\$ 17,608,686	\$ 2,058,337	\$ 2,540,520	\$ 1,675,166	\$ 23,882,709
Special revenue funds						
Emergency Services	220.00	\$ 24,261,730	\$ 2,753,658	\$ 3,210,214	\$ 2,559,522	\$ 32,785,124
HPEC	9.00	688,653	80,477	90,970	74,866	934,966
HURF	21.00	1,568,597	181,307	254,597	157,147	2,161,648
Total special revenue funds	250.00	\$ 26,518,980	\$ 3,015,442	\$ 3,555,781	\$ 2,791,535	\$ 35,881,738
Capital projects funds						
CIP Administration	18.00	\$ 1,970,364	\$ 241,765	\$ 224,736	\$ 182,537	\$ 2,619,402
Total capital projects funds	18.00	\$ 1,970,364	\$ 241,765	\$ 224,736	\$ 182,537	\$ 2,619,402
Enterprise funds						
Sewer Utility Fund	6.00	\$ 586,629	\$ 69,613	\$ 78,933	\$ 62,844	\$ 798,019
Water Fund	61.50	7,225,138	840,192	1,014,527	710,267	9,790,124
Solid Waste Fund	5.00	517,315	61,035	85,487	45,159	708,996
Total enterprise funds	72.50	\$ 8,329,082	\$ 970,840	\$ 1,178,947	\$ 818,270	\$ 11,297,139
Total all funds	562.91	\$ 54,427,112	\$ 6,286,384	\$ 7,499,984	\$ 5,467,508	\$ 73,680,988

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: BRUCE GARDNER, TOWN MANAGER
FROM: SCOTT MCCARTY, FINANCE DIRECTOR
RE: FY 23-24 BUDGET COMMITTEE FOLLOW-UP MEMO
DATE: April 24, 2023

During budget briefings with the Town Council, as well as during the Budget Committee Meeting on April 10, several questions and comments were raised regarding the FY 23-24 Town Manager’s Recommended Budget. This memo is intended to address those items for the benefit of the full Town Council.

1. Regarding the Town’s policy for using specific indices to inform an annual market adjustment recommendation, did the Consumer Price Index (CPI) change after December 2022?

The following chart displays the CIP-Western Region index monthly changes:

CPI-U All Items 12-Mo. % Change Western Region	
December 2022	6.20%
January 2023	6.30%
February 2023	6.00%
March 2023	5.12%

2. How does the Town’s staff attrition (turnover) rate compare to other cities in the region?

The Town’s employee turnover rate continues to be among the lowest in the valley and is currently trending towards 5% for the current fiscal year. The following table shows attrition rates for the Town and our neighboring communities for the prior three fiscal years:

	FY 19-20	FY 20-21	FY 21-22
Queen Creek	3.5%	6.5%	4.8%
Gilbert	9.4%	8.8%	14.7%
Chandler	11.4%	10.5%	14.0%
Mesa	9.0%	11.0%	12.7%

3. What recruitment efforts are we making for the Police Department? Are we attending job fairs or large recruitment events? Are we offering referral bonuses?

Currently the Town is not offering referral bonuses for PD or elsewhere in the organization. In March 2022, the Police Department established several incentives for sworn and professional staff: hiring and education bonuses, alternative vacation accrual rates and front-loading vacation and sick time for lateral hires, and moving & travel expense allowances.

In 2022, HR began ramping up recruitment efforts for town-wide opportunities, including PD. We have been attending in-person career fairs, locally sponsored career events, and Town-sponsored events. Additionally, HR ordered a "We Are Hiring" banner that is currently being hung over Old Ellsworth Road.

4. How do sworn Fire salaries compare to the current market? Should the Fire Department be included in the mid-year compensation adjustment policy similar that is being proposed for the Police Department?

Rankings for the Fire Department's sworn staff, compared to the same cities and towns used for the Police analysis, are as follows:

- Firefighter - #4
- Engineer - #6
- Captain - #4

The Fire Department is not included in the proposed policy for annual mid-year compensation adjustments because it is not competing for staff with other jurisdictions at the same level as the Police Department. The Fire Department is not experiencing significant turnover nor facing rapid growth that would require a more aggressive compensation structure than what is already in place for Fire sworn staff. Also, fire departments do not heavily recruit lateral positions; rather, when a vacancy occurs, it is typically filled with a promotion from within the ranks and then back-filled by seeking a new recruit. Police departments, in contrast, are constantly seeking both laterals and new recruits to fill vacancies, which creates a much more competitive environment for police departments than fire departments.

The proposed policy for the Police Department addresses a unique situation driven by the Town's decision to start a police department last year. Neighboring cities reacted to the Town's aggressive recruitment efforts by increasing their sworn staff compensation levels such that Queen Creek is now in the lower half of the rankings. For example, QCPD's Police Officer position ranks #7 out of the 12 comparable jurisdictions in the region.

The Police Department also expects to keep growing significantly, anticipating a need to hire 20+ personnel each year for the next five years. To be successful in filling these positions while competing with neighboring cities, staff recommended a compensation adjustment policy for Police sworn staff to help ensure the Town can attract and retain the best personnel to fill its needed vacancies in the next few years.

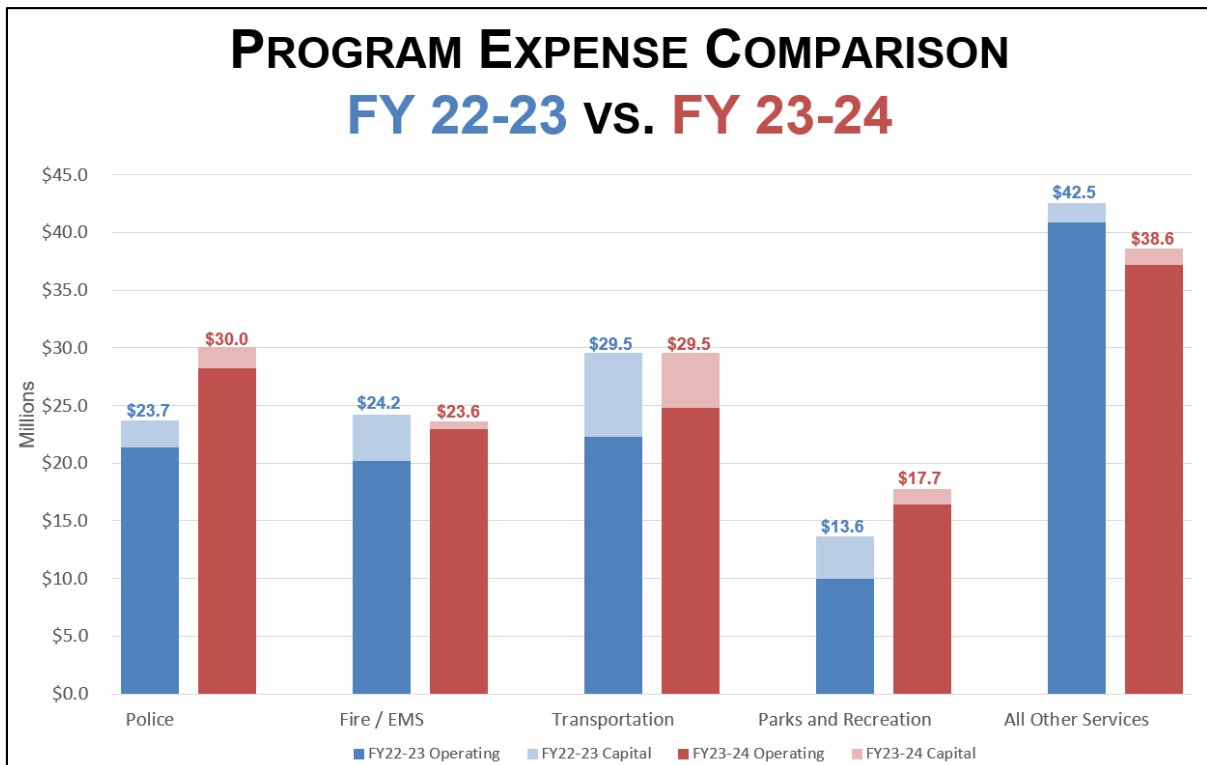
All that said, Town staff will be looking into the step ranges of sworn fire positions. If we recommend a change, that change will be discussed with the Town Council at the same time we communicate the January 1, 2024 Police increase, per the new policy.

5. Do other communities have policies on adjusting compensation for sworn public safety staff based on a market analysis of the region?

Town staff is not aware of any other city or town in the region that has a formal policy for setting or adjusting sworn public safety staff compensation based on comparisons to other jurisdictions in the region.

6. Slide 62 of the Budget Committee presentation showed Fire expenses going down in FY 23-24 compared to the prior year. What explains the decrease? Can we add context to the slide so that it doesn't give the impression that we are "cutting" the Fire Department's budget?

The FY 22-23 budget for the Fire/Medical Department includes the purchase and upfitting of a fire truck and five ambulances for a total of \$4.0 million. By comparison, the Fire/Medical Department's capital budget for FY 23-24 is \$566K, a decrease of \$3.4M. One-time capital purchases can fluctuate from year to year and are based on a department's specific needs in any given year. Excluding capital items, the Fire/Medical Department's FY 23-24 budget increases \$2.8M due to a combination of market and compensation increases, hiring a new Fire Inspector, and increasing debt service for the joint Police/Fire Complex that is currently under design. The following alternative presentation differentiates between operating and capital expenses for the Town's major programs in the Operating Budget:



- 7. This year staff has recommended a new approach to budgeting for CIP/Infrastructure projects. Rather than carry forward the uncommitted budgets for existing projects, and then adding new budget for additional new projects, staff is recommending a \$50 million Contingency amount that will be tapped when these projects are actually ready to move forward. Please provide a list of projects that are not specifically funded but could potentially come to the Town Council during FY 23-24.**

Attachment A displays the list of CIP projects that were originally proposed for the FY 23-24 budget but are not specifically funded in the FY 23-24 budget.

The first column displays the amount of remaining budget that was previously approved by the Town Council but has not yet been committed under a design or construction contract. The second column shows the amount of new funding for FY 23-24 that was originally proposed when the budget was being developed. The amount of projects not specifically funded totals \$167.3 million. These projects may come to the Town Council for approval during FY 23-24 as they are ready to move forward. As they are approved, they will be funded from the \$50 million CIP Contingency allocated for that purpose in the FY 23-24 budget.

Given our historical contracting and spending rates for CIP projects, staff does not believe that the Town would be able to commit all \$167.3 million to contracts during a single fiscal year, on top of the five “priority projects” identified in the Budget Committee presentation and the number of other projects already underway. Staff therefore recommended the new CIP funding policy in an effort to reduce the size of the Town’s overall budget.

- 8. Does the new approach to budgeting for CIP/Infrastructure projects give the Town Council less or more oversight over which projects move forward?**

The new approach for CIP projects ensures the Town Council will have to formally approve a budget adjustment for any project that is not specifically funded in the FY 23-24 budget. Under the old approach, some projects that were already under a delegation resolution could have continued to have contracts signed by the Town Manager and CIP Department Director, rather than approved by the Town Council, as long as sufficient budget authority was in place. With the new approach, staff will now be required to request a budget adjustment to reinstate spending authority under an existing delegation resolution once a project is ready to move forward. Staff will attempt to minimize the impact to timing of CIP projects as the delegation resolution process has generated significant efficiencies to CIP construction timelines since it was approved by the Town Council in 2018, and we desire to maintain those efficiencies.

- 9. During the Budget Committee meeting, staff commented that the Town Council may want to consider increasing the Town’s current 25% Operating Reserve amount to bolster our credit rating. What level of reserves does staff recommend for such an increase?**

The comment was made in the context of discussing several outstanding strategic policy issues that staff is currently working on, as presented in the following slide:

Outstanding Strategic Financial Policy Issues

1. 'AAA' Bond Rating
 - Use of 2% Dedicated Construction Sales Tax
 - Update Debt Management Policy
 - Update Pension Funding Policy
 - Update Operating Budget Reserve Policy
2. New Water Supply Funding
3. New Infrastructure Funding
4. Impact and Capacity Fee Rate Study
5. Utility Rate Study (water, wastewater, solid waste/recycling monthly rates)
6. Initial Utility Bond Rating
7. Funding Infrastructure Replacement

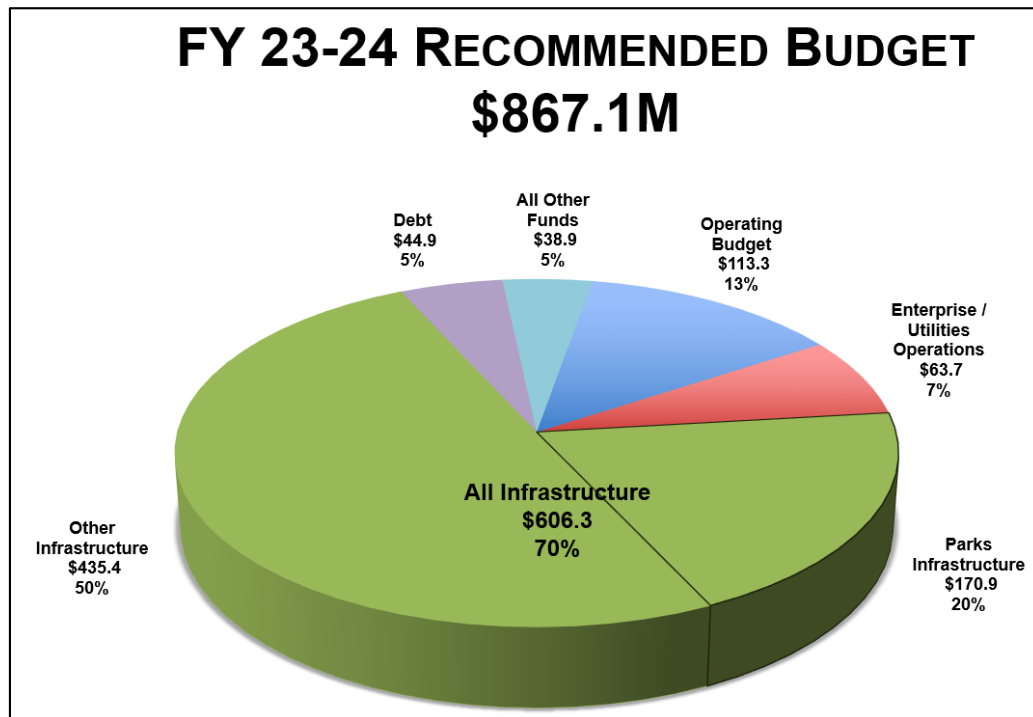
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Staff does not currently have a recommendation on revised reserve levels; however, these policies are all inter-connected, meaning that a decision on one policy will affect the options for the other policies. For example, increasing the Operating Reserve amount from 25% to 50% would require an additional \$39M be set aside into the Reserve. This amount would then be unavailable to fund infrastructure, water supply, or asset replacements, which in turn would change the options for addressing those other policy issues.

Staff expects to have initial thoughts on these policy issues later in Fall 2023.

10. Please break out Parks Infrastructure from Other Infrastructure on slide 41 of the Budget Committee Presentation.

The chart below shows the Parks Infrastructure as a separate component of the budget:



11. What was the original Level of Service (LOS) for Parks facilities adopted by the Town Council and in what year was it approved? Also, when did the Town Council approve reductions to the original LOS and to what level was the LOS reduced?

In 2005 the Town Council adopted the Parks, Trails and Open Space Master Plan, which set the level of service for park acres at 61 per 10,000 residents. In 2018, during discussions on the Final Action Item to adopt the 2018 Parks and Recreation Master Plan Update, the Town Council approved a reduced level of service for park acres at 51 per 10,000 residents. The Town Council also discussed the difficulty of meeting that goal in the 10 year span covered by the updated plan, and therefore added a "transitional goal" or "interim" level of service at 40 acres per 10,000 residents to the adopted plan language.

12. This year's property tax revenue shows an increase of \$0.8 million, which is all due to new construction. What was the increase last fiscal year from new construction?

Last fiscal year, the assessed value (AV) for new construction was \$45.0M. With a tax rate of \$1.83, the property tax attributed to new construction was estimated at \$822K.

For FY 23-24, the AV for new construction is \$47.3M. With a calculated tax rate of \$1.72, the total amount of property tax attributed to new construction is \$815K.

Both years are similar because assessed values for new construction reflect permits that were issued one and two years ago, and permit issuance was very strong during those timeframes. There can also be a lag of up to a year in the time between completed construction and when the full value shows up on the tax rolls, due to the county assessors' cut-off dates for new valuations. Given the Town's strong permit activity through June 2022, plus the time it takes to complete construction (e.g., homes 8-10 months, commercial 1 year or more), the Town still has a significant amount of permitted construction that has yet to come onto the tax rolls.

13. When will the Utility Rate Study be finished?

The Town has contracted with Stantec Consulting Services Inc. to conduct a utility rate study for the Town's Water, Wastewater, and Solid Waste Utilities. The utility rate study began earlier this year and is anticipated to take 18 months. The primary goal of the rate study is to develop cost-based monthly rates that will allow the Town to meet its ongoing operations and maintenance and capital costs (including water supply acquisition) and to maintain industry-standard and financially prudent cash reserves for the utilities. There are several major policy issues related to completing this rate study and therefore the study is expected to take some time to complete.

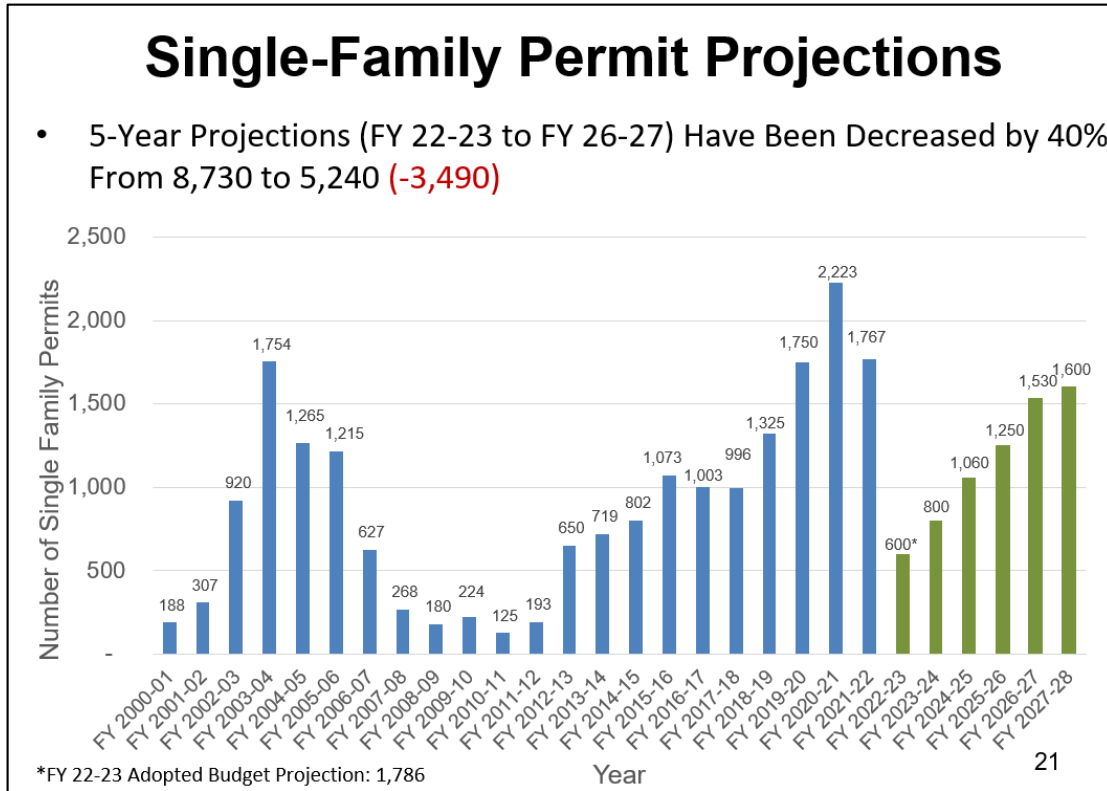
14. Please break out the various contracts and memberships included in the Centralized Services budget for FY 23-24.

Following are the contracts and memberships included in this budget:

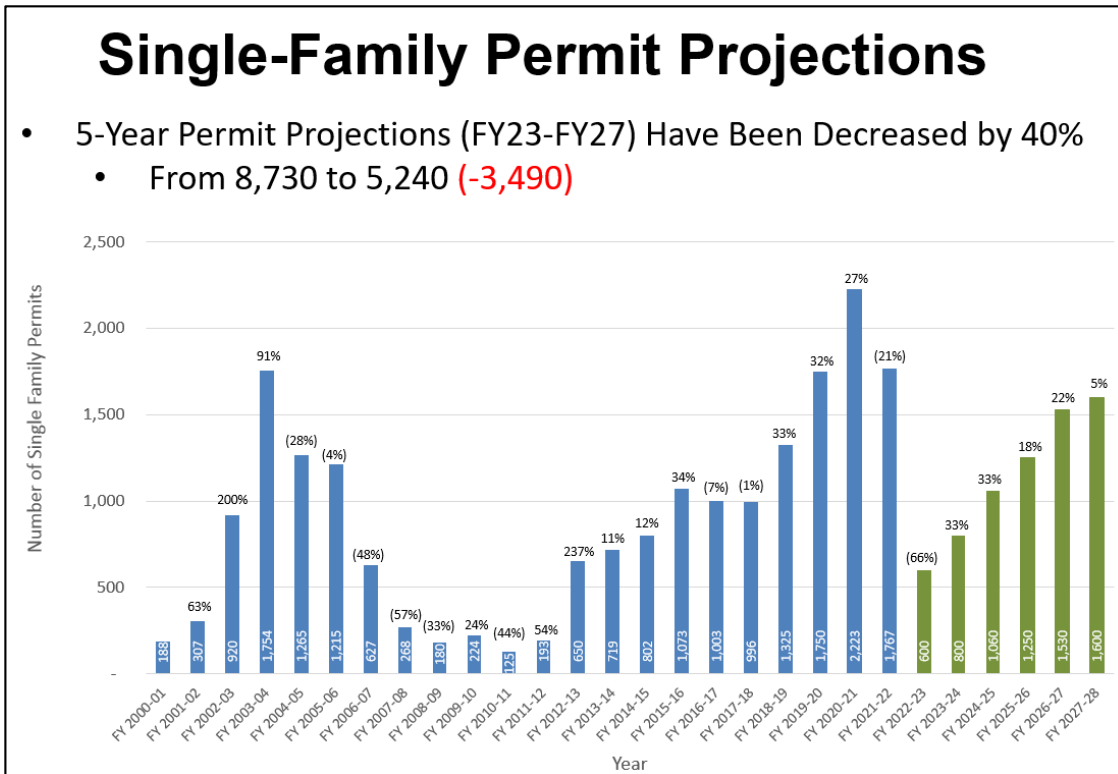
Contracts:	
Kutak Rock - lobbyist services	\$ 60,000
Periscope - procurement policy update	60,000
Inventory analysis (no specific vendor)	50,000
ADOR assessment for new tax system	50,000
AI Holler - sales tax auditing services	48,000
Capital Edge - grant research services	36,000
Iron Mountain - shredding services	5,000
	<hr/>
	\$ 309,000
Dues, Memberships, and Contributions:	
Phx-Mesa Gateway Airport	\$ 130,000
AZ League of Cities & Towns	36,000
Maricopa Assoc. of Governments (MAG)	16,000
San Tan Historical Society	13,000
Central AZ Assoc. of Governments (CAAG)	8,000
East Valley Partnership / EV Marketing	3,500
AZ Alliance for Innovation	2,550
Arizona Forward	2,500
National League of Cities	2,100
Pinal Partnership	1,500
Urban Land Institute	850
	<hr/>
	\$ 216,000

15. Please provide a slide with annual percentage changes to our single-family permits, to accompany the slide showing actual permits issued each year since 2001.

The following chart was included as slide 21 of the Budget Committee presentation:



Here is the same slide showing the annual percent increase (decrease) from the prior year:



ATTACHMENT A - CIP PROJECTS NOT SPECIFICALLY FUNDED IN THE FY23-24 BUDGET

Project	FY23	FY24	TOTAL
	Remaining Uncommitted Budget	Originally Proposed New Budget	
TRANSPORTATION PROJECTS:			
A0115 - OCOTILLO: 226TH TO IRONWOOD	2,143,423	-	2,143,423
A0207 - ELLSWORTH: RITTENHOUSE TO UPRR-N	105,000	-	105,000
A0210 - QUEEN CREEK RD: ELLSWORTH TO 206TH	92,377	-	92,377
A0401 - HAWES RD-RITTENHOUSE TO OCOTILLO	6,041,173	-	6,041,173
A0603 - CHANDLER HTS:SOSSAMAN TO POWER	442,216	-	442,216
A0605 - SIGNAL:CHANDLER HTS AT 180TH	102,691	-	102,691
A0801 - SIGNAL BUTTE: OCOTILLO TO QC RD	4,059,006	-	4,059,006
A1001 - QUEEN CREEK RD:ELLSWORTH TO CRISMON	175,433	-	175,433
A1002 - QC RD-ELLSWORTH TO SIGNAL BUTTE	339,127	-	339,127
A1406 - POWER: RIGGS TO HUNT HWY	78,356	-	78,356
A1505 - MERIDIAN: COMBS TO QC WASH	927,378	-	927,378
A1507 - MERIDIAN ROAD: QC ROAD TO GERMANN	812,830	-	812,830
I0037 - TS: GARY RD & GRANGE PARKWAY	270,742	-	270,742
A0116 - OCOTILLO: SOSSAMAN TO HAWES	3,785,564	618,070	4,403,634
A0602 - CHANDLER HGTS-HAWES TO SOSSAMAN	2,334,738	18,000,000	20,334,738
A0904 - SOSSAMAN RAILROAD CROSSING @ GERMAN	19,311	75,000	94,311
A1005 - CRISMON: CLOUD TO RIGGS	1,744,654	3,500,000	5,244,654
A1006 - CLOUD & ELLSWORTH RD DECEL LANES	282,000	5,000,000	5,282,000
A1405 - POWER: CHANDLER HTS TO RIGGS	6,883,255	5,803,000	12,686,255
A1702 - 220TH: RYAN RD TO QUEEN CREEK RD	1,302,968	2,500,000	3,802,968
A2001 - RYAN: CRISMON TO 220TH	8,229,994	426,497	8,656,491
AR050 - TOWN CENTER: ALDECOA-MUNOZ-SUMMERS	763,599	370,605	1,134,204
I0038 - TS: GERMANN RD & 196TH ST	-	1,500,000	1,500,000
I0039 - TS: ELLSWORTH LOOP @ WALNUT DR	400,000	-	400,000
I0043 - TS: CLOUD @ ELLSWORTH	450,000	1,000,000	1,450,000
D0013 - VIA JARDINES WASH CROSSING	500,000	2,000,000	2,500,000
D0001 - DRAINAGE IMPROVEMNETS	-	500,000	500,000
I0051 - TS: COMBS @ SANGRIA	-	1,500,000	1,500,000
I0052 - TS: 220TH @ QC ROAD	-	1,250,000	1,250,000
I0064 - TS: POWER @ SAN TAN BLVD	-	420,000	420,000
I0063 - TS: HARVEST QC SIGNAL BUTTE @ RIGGS	-	1,500,000	1,500,000
I0082 - TS: HARVEST QC HARVEST @ RIGGS	300,000	1,200,000	1,500,000
Total Transportation Projects	42,585,835	47,163,172	89,749,007
TRAIL PROJECTS:			
TE100 - QC WASH TRAIL: CRISMON-RITTENHOUSE	1,980,935	-	1,980,935
TE101 - QC WASH TRAIL: RITTENHOUSE-MERIDIAN	-	1,300,000	1,300,000
TE201 - SONOQUI WASH - HAWES:CRISMON CONSTR	236,262	-	236,262
Total Trails Projects	2,217,197	1,300,000	3,517,197
OTHER PROJECTS:			
HP300 - HPEC BARN & STALL REPLACEMENT	677,744	-	677,744
HP301 - HPEC RV STALLS EXPANSION	216,562	-	216,562
HP302 - HPEC RV DUMP STATIONS NEW	72,836	-	72,836
MF012 - STREET SWEEPER WASHOUT FACILITY	949,592	-	949,592
MF018 - PW FIELD OPS FACILITY PHASE 2	4,963,463	-	4,963,463
FP004 - FLAG POLES PROJECT	39,970	-	39,970
XX054 - GROUNDS MAINTENANCE FACILITY	65,847	-	65,847
MF017 - FOF FUEL YARD	490,630	-	490,630
MF026 - FOF FLEET EXPANSION (non-PD portion)	-	700,000	700,000
Total Other Projects	7,476,644	700,000	8,176,644

ATTACHMENT A - CIP PROJECTS NOT SPECIFICALLY FUNDED IN THE FY23-24 BUDGET

Project	FY23	FY24	TOTAL
	Remaining Uncommitted Budget	Originally Proposed New Budget	
WATER PROJECTS:			
A0116 - OCOTILLO: SOSSAMAN TO HAWES	274,516	-	274,516
WA020 - BARNEY WELL, RESERVOIR, BOOSTER	500,000	-	500,000
WA037 - BELL ROAD PUMP STATION	170,864	-	170,864
WA107 - NEW UTILITIES BILLING SOFTWARE	335,638	-	335,638
WA195 - OCOTILLO: MERIDIAN TO IRONWOOD	83,754	-	83,754
WA250 - SCHNEPF: QC WASH PAST COMBS	1,253,110	-	1,253,110
WA276 - DIVERSIFIED: UPFIT WELL #1	1,247,922	-	1,247,922
WA277 - DIVERSIFIED: UPFIT COMBS RANCH WELL	1,530,818	-	1,530,818
WA288 - UTILITIES ADMIN BUILDING (FOF)	2,624,450	-	2,624,450
WA291 - HOME PLACE NORTH WELL	264,170	-	264,170
WA022 - PIMA RD: MERIDIAN TO IRONWOOD	57,497	506,354	563,851
WA270 - SCHNEPF: COMBS TO HASHKNIFE/ROLLING RIDGE	1,826,605	782,400	2,609,005
WA271 - SCHNEPF: HASHKNIFE TO SKYLINE	397,206	158,696	555,902
WA202 - HARVEST TANK & SITE PHASE 1	-	2,646,757	2,646,757
WA208 - HARVEST TANK & SITE PHASE 2	2,000,000	-	2,000,000
WA209 - HARVEST TANK & SITE PHASE 3	2,000,000	-	2,000,000
WA211 - HARVEST TANK & SITE PHASE 4	997,122	-	997,122
WA273 - LAREDO 750' EAST OF SCHNEPF	168,058	-	168,058
WA295 - QUAIL RUN: SKYLINE TO ROLL.RIDGE RD	590,823	-	590,823
WA296 - ROLLING RIDGE: QUAIL RUN-SIERRA VST	1,204,370	-	1,204,370
WA011 - HOMEPLACE LAKE FILL	476,700	-	476,700
WA012 - DIVERSIFIED WELL #1 TANK & PUMP STN	3,000,000	-	3,000,000
WA006 - STAGECOACH PASS: SCHNEPF-KENWORTHY	590,823	-	590,823
WA013 - WARE FARMS LAKE FILL	908,000	-	908,000
WA014 - WARE FARMS 1 WELL	-	1,500,000	1,500,000
WA025 - WARE FARMS 2 WELL	-	1,500,000	1,500,000
WA007 - SOSSAMAN WELL, BOOSTERS, SITE & TANK	-	60,063	60,063
WA015 - CORTINA ZONE PRV's: R1, R2, & R3	-	908,000	908,000
WA019 - BROOKS FARM ZONE PRV's: R4 & R5	-	327,600	327,600
WA023 - SIGNAL BUTTE FCV STATION	-	75,000	75,000
WA024 - ROLLING RIDGE RD: SCHNEPF TO SIERRA VISTA (TRFSR)	-	1,726,063	1,726,063
WA026 - SLVER CREEK TO VIA DEL JARDINE & WEST TO SOSS. TANK	-	1,204,370	1,204,370
WA028 - SOSSAMAN, SITE, TANK & BOOSTER	-	2,934,126	2,934,126
WA029 - DIVERSIFIED WELL 4 (WELL 0)	-	1,500,000	1,500,000
WA065 - SOSSAMAN RD: VIA DEL JARDINE TO EMPIRE TRANSM.	-	3,359,600	3,359,600
WA167 - CHANDLER HEIGHTS: SOSSAMAN TO HAWES (PWP)	-	902,325	902,325
WA205 - SR-24 CROSSING	-	175,000	175,000
WA298 - SIERRA VISTA: SKYLINE SO. 1/2 MILE	428,753	1,366,440	1,795,193
Total Water Projects	22,931,200	21,632,794	44,563,994
WASTEWATER PROJECTS:			
WW073 - OCOTILLO: SIGNAL BUTTE TO MERIDIAN	78,272	-	78,272
WW075 - UTILITIES CORP YARD & IMPROVEMENTS	726,563	-	726,563
WW100 - RITTENHOUSE & UPRR @ ACERO APPTS	2,505,147	-	2,505,147
WW071 - WATER RESOURCES MASTER PLAN	8,563	350,000	358,563
WW102 - KENWORTHY RD: COMBS TO QC WASH	733,600	-	733,600
WW501 - RECHARGE LAKE CONSTRUCTION	900,000	-	900,000
WW099 - BARNEY 80 WW PROJECT	282,260	199,774	482,034
WW274 - RWCD BASIN	1,000,000	1,800,000	2,800,000
WW006 - SUNDANCE RD: SAN TAN FLATS TO BORGATA	-	326,717	326,717
WW046 - E HASHKNIFE DRAW RD: N SCHNEPF RD TO CANAL	-	2,118,505	2,118,505
WW047 - PUMP STATION @ RWCD DELIVERY POINT	-	1,829,000	1,829,000
WW059 - SEWER DOSING SITES	-	104,089	104,089
WW074 - CHANDLER HEIGHTS: HAWES TO ELLSWORTH (PWP)	-	82,378	82,378
WW256 - KENWORTHY: COMBS TO HASHKNIFE	-	269,996	269,996
WW258 - COMBS: SCHNEPF TO SIERRA VISTA REIMBURSEMENT	-	150,000	150,000
WW502 - FRISBEE PARK RECHARGE FACILITY	-	1,350,000	1,350,000
WW503 - FRISBEE PARK TRANSMISSION LINE	-	1,000,000	1,000,000
WW640 - GRAVEL PIT RECHARGE (ENCANTERRA AGREEMENT)	-	4,000,000	4,000,000
WW103 - WALES GRAVEL PIT (Town portion)	-	1,500,000	1,500,000
Total Wastewater Projects	6,234,405	15,080,459	21,314,864
GRAND TOTAL	81,445,280	85,876,425	167,321,705