



AGENDA

Queen Creek Town Council Regular Session
Community Chambers, 20727 E Civic Parkway
July 19, 2023
6:30 PM

Pursuant to A.R.S. §§ 38-431.02 and 38-431.03, notice is hereby given to the members of the Town Council and the general public that, at this Regular Meeting, the Town Council may vote at any time during the Council Meeting to go into Executive Session, which will not be open to the public, for legal advice and discussion with the Town Attorney(s) for legal advice on any item listed on the following agenda, pursuant to A.R.S. § 38-431.03(A)(3).

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

In addition to attending in-person, residents may submit public comment for this Town Council meeting by submitting their comments via email to PublicComment@QueenCreekAZ.gov. Every email, if received by the deadline of 5:00 p.m., the day of the meeting will be entered into the official record. Please include your name, address, comment and note if your comment is for call to the public. Comments without identifying name and address will not become part of the written record.

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

- 1. Call to Order:**
- 2. Roll Call:** *(Members of the Town Council may attend electronically and/or telephonically)*
- 3. Pledge of Allegiance:**
- 4. Invocation/Moment of Silence:** Gil Nisleit, Associate Campus Pastor, Central Christian Church
- 5. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
 - A. None.
- 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 June 7, 2023 Regular Session minutes.
 - B. Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy. (FY 23/24 Budget Items)
 - 1. A to Z Equipment, A & G Turf, Stotz Equipment, Vermeer Mountain West, Simpson Norton, Northern Safety Co Inc. - Large Grounds Maintenance and Landscaping Equipment, Tools and Other Miscellaneous Equipment for the opening of Mansel Carter Park Phase II and Frontier Family Park: \$629,339 (Community Services)
 - 2. Home Depot - Small Grounds Maintenance Equipment and Tools and other Miscellaneous Equipment for the opening of Mansel Carter Park Phase II and Frontier Family Park: \$45,700
 - 3. Anova - 75 Trash Receptacles for the opening of Mansel Carter Park Phase II and Frontier Family Park: \$178,425 (Community Services)
 - C. Consideration and possible approval of FY 22-23 budget amendments totaling \$15,584,735 in revenue adjustments, \$378,383 in expenditure reallocations including \$253,383 from contingencies, and \$5,090,737 in adjustments to transfers.
 - D. Consideration and possible approval of an On-Call Project Order with Sunrise Engineering, Contract 2023-003 in an amount not to exceed \$75,000 for engineering services as needed. (FY 24 Budgeted Item)
 - E. Consideration and possible approval of an Intergovernmental Agreement with Pinal County to define responsibilities for the utility relocation design and construction with improvement to Kenworthy and Combs Road in an amount not to exceed \$718,149 and related budget adjustments.
 - F. Consideration and possible approval of the Agreement to Share Costs for the Salt River Project – Central Arizona Project Interconnection Facility among Cost-Share Partners and Salt River Project Agricultural Improvement and Power District and authorizing the Mayor, Town Manager, Town Attorney and Town Clerk to negotiate, finalize and execute the Agreement and all documents necessary to facilitate the transaction. The Town of Queen Creek’s portion of the cost share estimate for the Technical Review Phase is \$8,371. (FY24 Budgeted Item - Water Operating Fund)

- G. Consideration and possible approval of Amendment #1 for the Intergovernmental Agreement (IGA) between Arizona Game and Fish for participation in the Community Fishing Program at Mansel Park.
 - H. Consideration and possible approval of a one-year Professional Services Contract, with up to four possible one-year renewals, with AZ Code Consultants, Shums Coda Associates Inc., and Wildan Engineering for building safety plan review and inspection services on an as- needed basis not to cumulatively exceed \$200,000 annually.
9. **Public Hearing Consent Agenda: Matters listed under the Public Hearing Consent Agenda** are considered *to be routine and will be* enacted by one motion and one vote. Please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.
- A. Consideration and possible recommendation of approval on a new Series 012 Restaurant Liquor License application submitted by Kimberlee Ann Mallery on behalf of The Bistro Queen Creek located at 22721 S Ellsworth, #107, Queen Creek.
 - B. Consideration and possible recommendation of approval on a new Series 012 Restaurant Liquor License application submitted by Andrea Dahlman Lewkowitz on behalf of MOD Pizza located at 200 W Combs Road, #107, Queen Creek.
 - C. Consideration and possible recommendation of approval on a new Series 012 Restaurant Liquor License application submitted by Travis Cade Taylor on behalf of Caldwell County BBQ at Pecan Lake located at 25000 N 206th Street, Queen Creek.
10. **Public Hearings:** *If you wish to speak to the Town Council on any of the items listed as a Public Hearing, please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*
- A. None.
11. **Items for Discussion:** *These items are for Town Council discussion only and no action will be taken. In general, no public comment will be taken.*
- A. Presentation on the Town of Queen Creek's Assured Water Supply
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. None.

13. Adjournment:

I, Maria Gonzalez, do hereby certify that I caused to be posted this 10th day of July, the Agenda for the July 19, 2023 Regular and Possible Executive Session of the Queen Creek Town Council at Town Hall and on the Town's website at www.QueenCreekAZ.gov.

Maria E. Gonzalez, MMC
Town Clerk

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



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 JUNE 7, 2023 REGULAR SESSION MINUTES.
DATE: July 19, 2023

Suggested Action:

To approve the draft minutes as presented.

Alternatives:

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

Attachment(s):

1. [Minutes](#)



Minutes
Town Council Regular Session
Community Chambers, 20727 E. Civic Parkway
Wednesday, June 7, 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
Travis Padilla, Council Member

ABSENT:

Dawn Oliphant, Council Member

Council Members Padilla and McClure attended electronically.

3) Pledge of Allegiance:

Led by Council Member Martineau.

4) Invocation/Moment of Silence:

Queen Creek Fire and Medical Department Chaplain Philip Stowell provided the invocation.

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

5.A) Recognition of State Senator Jake Hoffman for his efforts in securing state appropriations towards the continued construction of State Route 24.

Council recognized state Senator Jake Hoffman for his efforts at the State Legislature. Senator Hoffman helped to secure \$87.5 million as part of the state budget for State Route 24. Mayor Wheatley discussed the importance of State Route 24 in regards to the Town's economic development corridor and high-wage job opportunities, and for the overall regional transportation system. Mayor Wheatley presented Senator Hoffman with a letter of appreciation and photos were taken.

5.B) Introduction of Shea Joachim, Assistant Town Manager

Town Manager Bruce Gardner introduced new Assistant Town Manager Shea Joachim and provided a brief history of Mr. Joachim's work history and outlined the duties he will be focused on in Queen Creek.

Mr. Joachim thanked the Mr. Gardner and said he is grateful for the opportunity and looks forward to working in Queen Creek.

5.C) Proclamation: Queen Creek Dust Awareness Week (June 1-7)

Council Member Benning read the proclamation for Dust Awareness Week and said the Town is taking an active role in the reduction of dust control.

5.D) Proclamation: Southwest Monsoon Awareness Week (June 12-18)


Council Member Martineau read the proclamation for Monsoon Awareness Week and gave important safety tips to stay safe during monsoon season.

5.E) Proclamation: Parks and Recreation Month (July)

Vice Mayor Brown read the proclamation for Parks and Recreation Month and provided information on new parks that have recently broke ground in Queen Creek.

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.

6A - Committee Reports.pdf 

Mayor Wheatley commented on the Poppin' into QC event and thanked staff and residents for attendance.

6.B) Committee and outside agency reports (only as scheduled):
1. Economic Development Commission (May 24, 2023)

Vice Mayor Brown provided the report. The Commission heard a presentation from Adam Robinson on new Queen Creek parks and James Smith from Pinal County presented an overview of current projects and programs in Pinal County. The next meeting is scheduled for July.

7) Public Comments:

None.

8) Consent Agenda:

8.A) Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy and to authorize the purchase from a new awarded vendor/contract based on the expiration of the current contract and authorize the purchase from another approved vendor/contract based on availability and price. (FY22/23 and FY 23/24 Budget Items)

Department: Finance

Staff Report 

FY23 & FY24 Expenditures.pdf 

8.B) Consideration and possible approval of the "Final Plat" of North Creek Phase II Parcels 9A, 9B, 10A, 10B, 11A, 11B, 12, and the Infrastructure Road, a request by Woodside Homes Sales AZ, LLC.

Department: Development Services

Staff Report 

Aerial Exhibit - North Creek Phase II.pdf 

Final Plat - North Creek Parcel 9A.pdf 


Final Plat - North Creek Parcel 9B.pdf 


Final Plat - North Creek Parcel 10A.pdf 

[Final Plat - North Creek Parcel 10B.pdf](#) 

[Final Plat - North Creek Parcel 11A.pdf](#) 

[Final Plat - Creek Parcel 11B.pdf](#) 

[Final Plat - North Creek Parcel 12.pdf](#) 

[Final Plat - North Creek Infrastructure Road.pdf](#) 

- 8.C) Consideration and possible approval for the authorization of the Town Manager and Town Attorney to take all necessary actions relative to any agreements with Western Area Power Administration (WAPA) in this second phase of the Relocation of a 230 kV power line (CIP Project AD110 WAPA Lines Relocation) in an amount not to exceed \$205,000 (This is a FY 2022/23 budgeted item).

Department: Capital Improvement Projects

[Staff Report](#) 

[AD110 Project Site Location](#) 

- 8.D) Consideration and possible approval of the procurement for replacement of the A/C System at Horseshoe Park & Equestrian Centre concession stand by Midstate Mechanical in an amount not to exceed \$65,990.

Department: Economic Development


[Staff Report](#) 


[JOB ORDER NUMBER 01, CONTRACT 1GPA-22-14PV-04](#) 

- 8.E) Consideration and possible approval of a contract with Queen Creek Irrigation District (QCID), for the design services of the QCID pipeline 1 relocation and pipeline 4 replacement with QCID/USBR right-of-way relocation and crossing (CIP Project No. A1006) in the amount of \$57,268. (This is a FY 2022/23 Budgeted Item).

Department: Capital Improvement Projects

[Staff Report](#) 


[A1006 Project Site Exhibit](#) 

[Queen Creek Irrigation District Design Services Contract](#) 

- 8.F) Consideration and possible approval of a one-year Professional Services Contract not to exceed \$100,000 for FY23/24, with up to four possible one-year renewals, with Truepoint Solutions for IT consulting services on the operations and maintenance of the Town's Accela Automation software on an as needed basis.

Department: Information Technology

[Staff Report](#) 

[Truepoint Solutions 2024-2028 - PSA.pdf](#) 

- 8.G) Consideration and possible approval of a contract with Kimley-Horn in the amount not to exceed \$437,570 for consultant services for a comprehensive fiber asset inventory of the Town of Queen Creek. (This is a FY2022/23 Budgeted Item)

Department: Capital Improvement Projects

[Staff Report](#) 

[Kimley-Horn Contract.pdf](#) 

- 8.H) Consideration and possible approval of the Intergovernmental Agreement (IGA) between the Maricopa County Library District - Library Assistance Program and the Town of Queen Creek

Department: Community Services


Staff Report 

IGA--MCLD--QUEEN CREEK April 2023 FINAL.pdf 

- 8.I) Consideration and possible approval of an Intergovernmental Agreement (IGA) for FY 2024-2033 between Maricopa County and the Town of Queen Creek for the purpose of Regional Emergency Operations Management and Disaster Services in the amount of \$3,363 for FY2024.

Department: Fire & Medical

Staff Report 

Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services 

- 8.J) Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Queen Creek Unified School District for a School Resource Officer (SRO) at the Queen Creek High School. (This is an FY23-24 Budgeted FTE)

Department: Police

Staff Report 

- 8.K) Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Chandler Unified School District for a School Resource Officer (SRO) at the Casteel High School (this is an FY23-24 budgeted FTE).

Department: Police

Staff Report 

- 8.L) Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Queen Creek Unified School District for a School Resource Officer (SRO) at the Crismon High School (this is an FY23-24 budgeted FTE).

Department: Police


Staff Report 

- 8.M) Consideration and possible approval of an Amendment #1 to Intergovernmental Agreement IGA 21-0008126-I between the State of Arizona and the Town of Queen Creek for ADOT Project No. T030802D/03D/01C, Queen Creek Wash Trail Extension Phase 1, Town CIP Project No. TE100. (This is a FY 2022/23 Budgeted Item)

Department: Capital Improvement Projects

Staff Report 

TE100 Project Site Exhibit 

Intergovernmental Agreement 21-0008126-I Amendment #1 Exhibit A 

- 8.N) Consideration and possible approval of a Relocation and Site Agreement for Cellular Provider with Diamond Infrastructure, LLC for lease of a 50' x 50' cell tower site located at Frontier Family Park and authorizing the Mayor, Town Manager and Town Attorney to negotiate, finalize and execute all documents necessary to complete the transaction.

Department: Capital Improvement Projects

Staff Report 

Maps

Cellular Tower Lease Agreement Diamond Communications 6-7-23.pdf

- 8.O) Consideration and possible approval of a two-year lease agreement with the Maricopa County Community College District for approximately 2,346 square feet on the second floor of the Community Building located at 21740 S. Ellsworth Road, Queen Creek, AZ 85142, beginning July 1, 2023. The annual cost for base rent, security, and other incidentals shall not exceed \$95,000. (FY23-24 Budgeted Item)

Department: Police

Staff Report

- 8.P) Consideration and possible approval of the Service and License Agreement between the Queen Creek Chamber of Commerce and the Town of Queen Creek in the amount of \$75,000 for Fiscal Year 2023-2024.

Department: Economic Development

Staff Report

Service and License Agreement

- 8.Q) Consideration and possible approval of the Agreement between the Queen Creek Cultural Foundation (QCCF) and the Town of Queen Creek in the amount of \$135,000 for Fiscal Year 2023 - 2024.

Department: Economic Development

Staff Report

Agreement between the Town of Queen Creek and Queen Creek Cultural Foundation.

- 8.R) Consideration and possible approval of the Agreement between the Greater Phoenix Economic Council and the Town of Queen Creek in the amount of \$36,186 for Fiscal Year 2023-2024.

Department: Economic Development

Staff Report

Annual Agreement and related Exhibits

Exhibit A - GPEC Action Plan

Exhibit B - GPEC Performance Measures

Exhibit C - Targeted Industries

Exhibit D - Reporting Mechanism for Contract Fulfillment

Exhibit E - Insurance Requirements

Exhibit F - Regional Cooperation Protocol

- 8.S) Consideration and possible approval of an Amendment #2 Delegation Resolution #1468-22 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of Arizona State Land Infrastructure Improvements project (CIP Project No. AR100) increasing the original Delegation Resolution amount by \$20,470,305 for a total amended amount not to exceed \$76,921,703. (This is a FY 22/23 and FY23/24 Budgeted Item)

Department: Capital Improvement Projects

Staff Report

[AR100 Project Site Exhibit](#)

[Amendment #2 Delegation Resoluton 1468-22- Exhibit 1](#)

- 8.T) Consideration and possible approval of Resolution 1522-23 and the Recovered Reclaimed Water Agreement and Water Services Agreement between the Town and Lennar Arizona, LLC to facilitate development of approximately ± 136 acres located outside of the municipal boundary of Town, but within the Town's Water Service Area and generally known as Wales Ranches Phase 2.

Department: Utilities

[Staff Report](#)

[Resolution 1522-23](#)

[Water Services Agreement Wales Ranches - Phase 2](#)

[Recovered Reclaimed Water Agree Wales Ranches - Phase 2](#)

- 8.U) Consideration and possible approval of Delegation Resolution #1524-23 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 Crismon Road for approximately one half mile north of Riggs Road (CIP Project No. A1005) in an amount not to exceed \$5,244,654 and related budget adjustments.

Department: Capital Improvement Projects

[Staff Report](#)

[A1005 Project Site Exhibit](#)

[Delegation Resolution #1524-23 Exhibit 1](#)

- 8.V) Consideration and possible approval of Delegation Resolution #1525-23 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 Germann Road and 196th Street traffic signal improvements (CIP Project No. I0038) in an amount not to exceed \$1,500,000 and related budget adjustments.

Department: Capital Improvement Projects

[Staff Report](#)

[I0038 Project Site Exhibit](#)

[Delegation Resolution 1525-23 Exhibit 1](#)

- 8.W) Consideration and possible approval of Resolution 1526-23 designating the Town's Finance Director as the Chief Fiscal Officer (CFO) for purposes of submitting the Town's Annual Expenditure Limitation Report to the Auditor General for Fiscal Year 2023-24.

Department: Finance

[Staff Report](#)

[Resolution 1526-23](#)

[Auditor General CFO Designation Form](#)

- 8.X) Consideration and possible approval of Resolution 1527-23 approving changes to the financial policies and governing guidance included with the FY 2023-24 Budget.

Department: Finance

[Staff Report](#)

[Resolution 1527-23](#)

[Queen Creek Financial Policies, with amendments identified](#)

8.Y) Consideration and possible approval of the May 17, 2023 Regular Session minutes.

Department: Town Clerk's Office

[Staff Report](#)

[Minutes](#)

MOTION:	To approve the Consent Agenda, less items 8(A7, A12, A13, A45 & A46); 8(D), 8(P), 8(Q) & 8(R).
RESULT:	Approved unanimously (6-0)
MOVER:	Jeff Brown, Vice Mayor
SECONDER:	Leah Martineau, Council Member
AYES:	Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Travis Padilla, Council Member
ABSENT:	Dawn Oliphant, Council Member

MOTION:	To approve Consent Agenda Items 8(A7, A12, A13, A45 & A46); 8(D), 8(P), 8(Q) & 8(R)
RESULT:	Approved (4-2)
MOVER:	Jeff Brown, Vice Mayor
SECONDER:	Robin Benning, Council Member
AYES:	Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Bryan McClure, Council Member
NAYS:	Leah Martineau, Council Member, Travis Padilla, Council Member
ABSENT:	Dawn Oliphant, Council Member

Council Member Martineau pulled Items 8(A7, A12, A13, A45 & A46); 8(D), 8(P), 8(Q) & 8(R) for a separate vote. Council Member Martineau explained the items that were pulled were for a philosophical view regarding the proper role of government.

9) **Public Hearing Consent Agenda:**

Mayor Wheatley opened the public hearing. There were no comments and the public hearing was closed.

9.A) Consideration and possible recommendation of approval on a Series 7 Beer and Wine Bar Liquor License application submitted by Kevin Nghia Le on behalf of Gallery Nails, LLC located at 20008 S Ellsworth Road, Queen Creek.

Department: Town Clerk's Office

[Staff Report](#)

[Rule R19-1-702 \(9-24-22\).pdf](#)


[LGB Report](#)


[QCPD Report](#)


9.B) Public Hearing and possible action on Ordinance 815-23, P22-0256 Rittenhouse Commons 2 PAD Rezone, a request from Greg Davis (iPlan Consulting) to PAD Rezone from C-2 (General Commercial) to MDR/PAD (Medium Density Residential) for a 166 lot single-family townhome development on approximately 16.5 acres located at the northeast corner of Sossaman and Rittenhouse roads.


Department: Development Services


[Staff Report](#) 

[Aerial Exhibit.pdf](#) 

[General Plan Exhibit.pdf](#) 


[Current Zoning Exhibit.pdf](#) 


[Proposed Zoning Exhibit.pdf](#) 


[Development Plan.pdf](#) 


[Typical Alley Exhibit.pdf](#) 


[Conceptual Elevations.pdf](#) 


[Project Narrative.pdf](#) 

[Landscape Plan.pdf](#) 

[Neighborhood Meeting Summary.pdf](#) 

[Public Comment.pdf](#) 


[Ordinance 815-23.pdf](#) 


[Rittenhouse Commons 2 - Staff Presentation.pptx](#) 


- 9.C) Public Hearing and possible action on P22-0072 and P22-0073 Cobblestone Carwash and Gravity Coffee Site Plan and Conditional Use Permit, a request from Jesse Macias (M3 Design) for a Site Plan and Conditional Use Permit for a carwash and drive-thru coffee shop on approximately 2.91 acres located at the northeast corner of Ellsworth Road and Hunt Highway.


Department: Development Services


[Staff Report](#) 


[Aerial Exhibit.pdf](#) 


[General Plan Exhibit.pdf](#) 


[Current Zoning Exhibit.pdf](#) 

[Project Narrative.pdf](#) 

[Landscape Plan.pdf](#) 

[Building Elevations and Renderings.pdf](#) 

[Site Plan.pdf](#) 

[Neighborhood Meeting Summary.pdf](#) 

[Public Comments.pdf](#) 

[Cobblestone, Gravity Coffee Site Plan & CUP - Staff Presentation](#) 

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


10) Public Hearings:


10.A) Public Hearing and possible action on Ordinance 814-23, P22-0260 Pecan Lake Entertainment Center PAD Rezone, a request from Greg Davis (iPlan Consulting) to rezone approximately 2 acres from R1-43 to AT (Agritainment) to be incorporated into the larger 12-acre Pecan Lake Planned Area Development (PAD) and a request to update the Pecan Lake PAD development plan to incorporate a variety of new entertainment uses. The subject site is located west and north of the northwest corner of 206th Street and Riggs Road.


Department: Development Services


[Staff Report](#) 

[Aerial Exhibit.pdf](#) 


[General Plan Exhibit.pdf](#) 


[Current Zoning Exhibit.pdf](#) 


[Proposed Zoning Exhibit.pdf](#) 


[PAD Narrative.pdf](#) 

[Conceptual Site Plan.pdf](#) 

[Neighborhood Meeting Summaries.pdf](#) 

[Emails Opposition Combined.pdf](#) 

[Emails Support Combined.pdf](#) 

[Ordinance 814-23.docx](#) 

Planning Manager Erik Swanson introduced the item and commended the neighbors on both sides of the issue for their professionalism throughout this case.

Mr. Swanson presented an overview of the Pecan Lake Entertainment Center (PLEC) PAD Rezone request. He gave a brief history of the unique Agritainment Zoning District and said the site was approved in 2018 as a conceptual plan which was meant to evolve over time. He said there are two components to the request 1) to rezone a 2-acre parcel from R1-43 to Agritainment for parking and 2) rezone the larger Pecan Lake PAD development plan to incorporate a variety of new entertainment uses to establish the Pecan Lake Entertainment Center.


Mr. Swanson discussed the various proposed uses and reviewed the site plan. He said public outreach meetings were held with concerns relating to traffic, changes to the overall project vision, potential noise, lighting and security issues. He said the Planning Commission voted 6-0 in support of the project.

Greg Davis, IPlan Consulting, presented information on the existing Botanical Garden and said the goal was to bring in other entertainment uses to expose people to the agritainment project with a focus on health and active play. Mr. Davis spoke on the expansion plans for the Botanical Garden and said the core plan has not changed. He said the main focus is still agritainment and the new uses will help the Botanical Garden succeed.

Mr. Davis referred to the table of permitted uses and said the proposed uses fit within the table definitions and will enrich the original plan. He presented design concepts for the various buildings and entertainment

features and said the buildings will have an agritainment architectural element. Mr. Davis explained the activities that will take place and discussed noise mitigation, compatibility to surrounding areas, open space, traffic flow and proposed parking. He said neighborhood meetings concerns were all addressed including parking in Phase I, which will be the first order of business.

Mayor Wheatley opened the public hearing and the following public comments were received:

Public Comment: Brenda Tanner 

The following residents submitted comment cards and spoke at the meeting:

- 1) Troy Kastorff, 20644 E Natalie Way, Queen Creek (Opposed)
- 2) Carrie Weber, 20652 E Natalie Way, Queen Creek (Opposed)
- 3) Lori Curtis, 24937 S 106th Street, Queen Creek (Opposed to the Ropes Course and Go-Carts)
- 4) Kevin Petersen, 24833 S 206th Place, Queen Creek (In Support)
- 5) Connor Edwards, 18818 E Augusta Ave, Queen Creek (In Support)
- 6) Camron Howell, 24349 S 201st Court, Queen Creek (In Support)
- 7) Lacey Montierth, 24832 S 206th Place, Queen Creek (In Support)
- 8) Sammy Forrest, 22787 E Arroyo Verde Dr, Queen Creek (In Support)
- 9) Bart/Elizabeth Forrest, 20474 E Carriage Way, Queen Creek (In Support)

Mr. Davis responded to the public comments and said there has been a lot of effort to mitigate noise, address concerns and make the project compatible to the area.

Council Member Benning asked about the nearby church property and if they have a conflict to the proposed project in regards to alcohol consumption and asked about the use of the equestrian trail near the church. Mr. Davis said they have been in contact with the church and there have been no concerns thus far in regards to Caldwell's, which will serve alcohol. He indicated that the church has suspended plans to build at this time. He also said there is a utility easement between the site and the church which may affect the use of the equestrian trail. Mr. Swanson said he would look into the use of the equestrian trail and report back to Council.

Mayor Wheatley closed the public hearing.

Council thanked the residents for showing up and providing feedback and said they reviewed all the comments and project information very carefully. Council also thanked the applicant for making changes to improve the project and address concerns by the neighbors. Council discussed the location; other uses that might be less desirable than the proposed use; the desire for more entertainment/active uses in Town; the unique agritainment zoning; and the quality of the project design.

Council Member Benning proposed additional stipulations: 1) the applicant provide a right turn from Riggs into the project parking lot (as recommended by the traffic study) and to continue to work with the church to obtain additional right of way on 206th for a right turn lane at this time rather than the future; and 2) fully pave the south parcel parking lot and provide four (4) additional landscape islands.

Mr. Davis responded that the requests were very reasonable and explained that they are not proposing to pave the lot at this time because of the possibility of future expansion with the equestrian center. He agreed to the additional landscape islands and said they will be using decomposed granite and be fully in compliance with dust regulations.

Mayor Wheatley asked Public Works Director Mohamed Youssef to speak about the traffic signal requirements.

Mr. Youssef said that a professional traffic impact analysis is performed by the developer and defines if there is a need for traffic signals. The analysis was reviewed by our town engineers and it was found that a traffic signal was not warranted at 206th Street. Mr. Youssef said we continuously monitor traffic volume, we consider resident input, and we monitor traffic at intersections in our Traffic Management Center in the event that the traffic in that area changes and a signal may be needed in the future.

MOTION: To approve Ordinance 814-23, P22-0260 Pecan Lake Entertainment Center PAD Rezone, subject to the Conditions of Approval included in this report. Additional conditions as noted by Council Member Benning: 1) The applicant shall continue to work with the church to obtain additional right of way on 206th for a right turn lane at this time rather than the future; and 2) The applicant shall add four (4) additional planter islands in the DG parking lot.

RESULT: Approved unanimously (6-0)

MOVER: Robin Benning, Council Member

SECONDER: Jeff Brown, Vice Mayor

AYES: Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Travis Padilla, Council Member

ABSENT: Dawn Oliphant, Council Member

11) Items for Discussion:

11.A) Capital Improvement Projects Update Presentation

Department: Capital Improvement Projects

Capital Improvement Projects Update 

11.B) Annual Update to the Wastewater Monthly Bills

Department: Finance

Staff Report 


Presentation 


12) Final Action:

12.A) Consideration and possible approval of Ordinance 813-23 to fix, levy and assess the Town's primary property tax for FY 2023-24.

Department: Finance

Staff Report 

Staff report pie chart 

Ordinance 813-23 

Presentation 

MOTION: To adopt Ordinance 813-23 to Fix, Levy and Assess the Town's Primary Property Tax for FY 23/24 in the amount of \$13.3M.

RESULT: Approved unanimously (6-0)

MOVER: Leah Martineau, Council Member

SECONDER: Robin Benning, Council Member

AYES: Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan McClure, Council Member, Travis Padilla, Council Member

ABSENT: Dawn Oliphant, Council Member

13) Adjournment:

The Council reconvened to Executive Session at 9:33 p.m. The Regular Session reconvened and adjourned at 10:00 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 June 7, 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 23/24 BUDGET ITEMS)
DATE: July 19, 2023

Suggested Action:

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

Discussion:

The following items being requested are:

1. A to Z Equipment, A & G Turf, Stotz Equipment, Vermeer Mountain West, Simpson Norton, Northern Safety Co Inc. - Large Grounds Maintenance and Landscaping Equipment, Tools and Other Miscellaneous Equipment for the opening of Mansel Carter Park Phase II and Frontier Family Park: \$629,339 (Community Services)
2. Home Depot - Small Grounds Maintenance Equipment and Tools an other Miscellaneous Equipment for the opening of Mansel Carter Park Phase II and Frontier Family Park: \$45,700
3. Anova - 75 Trash Receptacles for the opening of Mansel Carter Park Phase II and Frontier Family Park: \$178,425 (Community Services)

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is \$853,464. Funds have been identified within the line item budget as approved in the FY23/24 budget or subsequently approved by Council.

Attachment(s):

1. [July 19, 2023.pdf](#)

**Attachment: Expenditures \$25,000 and Over
Budgeted in Fiscal Year 23/24
July 19, 2023**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	A to Z Equipment, A & G Turf, Stoltz Equipment, Vermeer Mountain West, Simpson Norton, Northern Safety Co Inc	Large Grounds Maintenance and Landscaping Equipment, Tools and Other Miscellaneous Equipment	Cumulative spending authority for the purchase of large ground maintenance equipment and tools: Sod cutter, tiller, (2) trash pumps, mulcher, stump grinder, brush mulcher, trencher chains, chemical storage cabinet, and other miscellaneous maintenance equipment for the opening of Mansel Carter Park Phase II and Frontier Family Park (FY24 budgeted item)	Community Services	\$629,339	Sourcewell Contract #020923-TER & 040319wac; State of AZ Contract #CTR062309 State of AZ Contract #CTR062303; Mohave Contract #20E-A&G-0825 State of AZ Contract #CTR062312 Sourcewell Contract #031721 Mohave Contract #20E-SNC-0825 State of AZ Contract #CTR050477 (Staff may purchase from another approved vendor/contract based on availability and price)	The Town could choose to not purchase the items but that would affect the opening of Mansel Carter Oasis Park Phase 2 and Frontier Family Park
2	Home Depot	Small Grounds Maintenance Equipment and Tools and Other Miscellaneous Equipment	Hand tools, batteries for hand tools, tool boxes, work benches, tape measures, jack stands, step ladders, rakes, pad locks, tool bags and other miscellaneous small tools and equipment for the opening of Mansel Carter Park Phase II and Frontier Family Park (FY24 budgeted item)	Community Services	\$45,700	Omnia Partners Contract #170009	The Town could choose to not purchase the items but that would affect the opening of Mansel Carter Oasis Park Phase 2 and Frontier Family Park
3	Anova	75 Trash Receptacles	(75) 55 gallon latitude receptacles with side opening door for the opening of Mansel Carter Park Phase II and Frontier Family Park (FY24 budgeted item)	Community Services	\$178,425	TIPS Cooperative Contract #210305	The Town could choose to not purchase the items but that would affect the opening of Mansel Carter Oasis Park Phase 2 and Frontier Family Park



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: SCOTT MCCARTY, FINANCE DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF FY 22-23 BUDGET AMENDMENTS TOTALING \$15,584,735 IN REVENUE ADJUSTMENTS, \$378,383 IN EXPENDITURE REALLOCATIONS INCLUDING \$253,383 FROM CONTINGENCIES, AND \$5,090,737 IN ADJUSTMENTS TO TRANSFERS.

DATE: July 19, 2023

Suggested Action:

To approve FY 22-23 budget amendments totaling \$15,584,735 in revenue adjustments, \$378,383 in expenditure reallocations including \$253,383 from contingencies, and \$5,090,737 in adjustments to transfers.

Relevant Council Goal(s):

- Effective Government: KRA Financial Stability

Discussion:

Receiving Town Council approval of budget amendments on a regular basis is a best practice to address budget-to-actual variances throughout the year. The Town's Financial Policies require Town Council approval of budget amendments in the following circumstances:

1. Appropriation transfers between Town funds;
2. Budget adjustments to increase Town estimated revenues;
3. Appropriation transfers greater than \$50,000 between capital project accounts;
4. Appropriation transfers from contingency accounts; and
5. Requests to add new full-time equivalent (FTE) positions.

The proposed amendments do not include any budget adjustments that have already been approved by the Town Council as part of another action, such as the award of a contract. Also, adjustments to expense budgets **do not increase or decrease the total adopted budget;** rather, these changes reallocate expenditure authority between line items and from contingency accounts in order to reduce year-end reporting variances.

The proposed budget adjustments are shown in the schedule on Attachment A with Notes below the schedule to explain each requested adjustment. Following are summaries of the proposed revenue and expenditure adjustments:

Revenue Changes	Current Budget Increase		Decrease	Net Change	Revised Budget
Operating Budget	126,892,165	969,068	-	969,068	127,861,233
Town Center Fund	1,775,611	1,910,667	-	1,910,667	3,686,278
Wastewater Operating Fund	15,083,112	12,705,000	-	12,705,000	27,788,112
Total	143,750,888	15,584,735	-	15,584,735	159,335,623

Expenditure Changes	Current Budget Increase		Decrease	Net Change	Revised Budget
Operating Budget	106,804,457	231,433	-	231,433	107,035,890
Water Operating Fund	37,127,884	146,950	(125,000)	21,950	37,149,834
Operating Contingency	191,590	-	(106,433)	(106,433)	85,157
Water Operating Contingency	843,885	-	(146,950)	(146,950)	696,935
Total	144,967,816	378,383	(378,383)	-	144,967,816

Fiscal Impact:

The proposed budget amendments increase revenue estimates by \$15,584,735 and reallocate \$378,383 of expenditures from contingencies and existing budgets of various departments and divisions as explained in the Notes on Attachment A. The proposed amendments do not increase or decrease the total adopted budget; rather, these changes reallocate expenditure authority to accommodate additional expenditure needs and to minimize year-end reporting variances.

The proposed amendments to Transfers provide authorization to move funds from one fund to another to pay for capital project expenditures and to correct an error from the prior fiscal year. Transfers are not “expenditures” that count towards the Town’s expenditure limit or budget authority.

Alternatives:

The Town Council could choose to not approve some or all of these budget adjustments. However, this would result in budget and financial reporting variances in the Town’s financial statements at the end of the fiscal year.

Attachment(s):

1. [Attachment A - Proposed Budget Adjustments](#)

**ATTACHMENT A
PROPOSED BUDGET ADJUSTMENTS
7/19/2023**

Revenue Adjustments:

NOTE	DESCRIPTION	FUND	FY 22-23 CURRENT BUDGET	FY 22-23 REVISED ESTIMATE	INCREASE (DECREASE)
a	Safe and Smart Funds	EMS Fund	\$ 175,000	\$ 375,000	\$ 200,000
b	Grant Revenue	EMS Fund	-	136,198	136,198
c	Grant Revenue	HURF Fund	-	142,086	142,086
d	Events	HPEC Fund	141,917	240,000	98,083
	Sponsorships	HPEC Fund	31,415	130,000	98,585
	Bedding/Shavings Sales	HPEC Fund	215,780	255,000	39,220
	Stall Rental	HPEC Fund	246,036	291,000	44,964
	Overnight/RV Rentals	HPEC Fund	117,749	148,500	30,751
e	Contract Class Fees - Recreation	General Fund	220,819	400,000	179,181
f	Proceeds from Property Sale	Town Center Fund	-	1,910,667	1,910,667
g	CIP Project Loan Proceeds-2021 Interim Loan	Wastewater Fund	-	12,705,000	12,705,000
Total Revenue Adjustments			\$ 1,148,716	\$16,733,451	\$ 15,584,735

Notes to Revenue Adjustments:

- a. The Town began receiving a distribution of state taxes on marijuana sales in January 2022. These revenues are allocated to each city and town that has a police and/or fire department, and the amount received is based on the number of active employees in the PSPRS pension plans for each public safety department. These funds are restricted by state law to be used only for public safety expenses; therefore, the Town records these revenues in the Emergency Management Services (EMS Fund). The amount received this year exceeded the Town's estimate as this was a relatively new revenue stream with no historical track record on which to base an estimate. Over time this revenue will become more predictable.
- b. The Police Department received several small grants this fiscal year, including funds to purchase a vehicle, acquire small equipment, and be reimbursed for overtime on DUI/impaired driving operations. These grants were not anticipated when the FY 2022-23 budget was adopted.
- c. The Streets Department received a grant to purchase a new street sweeper. The revenue for this grant was not included in the FY 2022-23 budget.
- d. The number of and attendance at HPEC events this year have exceeded expectations, with successful events such as Art of the Cowgirl, Roots 'n Boots, AZ Cutting Horse, and multiple barrel racing events producing record attendance. The Town was also successful in obtaining higher than expected sponsorship revenues, including amounts from Chapman Auto Group, Friends of Horseshoe Park, and Openshaw Real Estate Group. For the fiscal year, total HPEC revenues are expected to exceed budget estimates by more than \$311,000.
- e. The Town's Recreation classes continue to out-perform estimates due to the Town's growing population and active community. Classes offered to the public through contracted instructors have maximized the Recreation Annex's space capacity and available time slots.

- f. In October 2022, the Town closed on its sale of a parcel of land in the Town Center to a private developer who is building a hotel on the property. This land sale was not included in the FY 2022-23 revenue budget estimates.
- g. The Town obtained a loan from U.S. Bank in December 2021 to fund water and wastewater infrastructure projects. This loan is reimbursement-based which means the Town records loan proceeds as funds are drawn down for project costs. The proposed budget adjustment is an estimate of the total amount expected to be drawn down for wastewater projects during the fiscal year based on the loan's required draw schedule. (No adjustment is required for the Water Fund as that fund's budget already includes an estimate for loan proceeds.)

Expenditure Adjustments:

NOTE	DESCRIPTION	FUND	INCREASE BUDGET	DECREASE BUDGET
a	Arena Maintenance	HPEC Fund	\$ 46,272	
	General Maintenance & Repairs	HPEC Fund	44,475	
	General Services - Temp Labor	HPEC Fund	15,686	
	Operating Budget Contingency	General Fund		106,433
b	Debt Issuance Costs - WIFA Loan	Water Fund	146,950	
	Water Operating Contingency	Water Fund		146,950
c	Legal Costs - General Fund	General Fund	125,000	
	Legal Costs - Water Operating Fund	Water Fund		125,000
Total Budget Reallocations			\$ 378,383	\$ 378,383

Notes to Expenditure Adjustments:

- a. As mentioned, HPEC has produced more events and experienced higher than expected attendance at those events this year. This has increased the costs of running the facility for maintenance, show set-up and take-down, stall cleaning, bedding/shavings, and temporary labor. This proposed adjustment increases the HPEC budget to accommodate these additional expenses. Staff notes that 100% of the cost increases are covered by the increase in event revenues.
- b. The Town obtained a new WIFA loan to finance the purchase of water rights. The debt issuance costs for the new loan were not included in the adopted budget. The issuance costs were paid from proceeds of the new loan.
- c. The Town's budget includes an estimated allocation of Dickinson Wright's legal costs between the Operating Budget and the Water Operating Fund. This year more actual expenses were recorded in the Operating Budget than was allocated in the budget. Staff recommends moving available budget authority from the Water Operating Fund's Legal Services line item to cover this overage.

Adjustments to Budgets for Transfers Between Funds:

DESCRIPTION		FUND / PROJECT	INCREASE (DECREASE) TRANSFERS IN	INCREASE (DECREASE) TRANSFERS OUT
ADJUSTMENTS TO TRANSFER BUDGETS:				
a	Transfers In	HURF Fund	7,044	
	Transfers Out	EMS Fund		7,044
b	Transfers In - CIP Projects	General CIP Fund	267,800	
	Transfers Out - CIP Projects	Public Safety Impact Fee Fund		17,000
	Transfers Out - CIP Projects	Fire Impact Fee Fund		250,800
c	Transfers In - CIP Projects	General CIP Fund	4,815,893	
	Transfers Out - CIP Projects	Grants & Contingency Fund		4,815,893
Total Adjustments to Transfers			5,090,737	5,090,737

Notes to Transfers Adjustments:

- a. Each year the Town receives a small allocation (about \$30,000) from Pinal County’s ½ cent transportation tax to be used for road maintenance projects on Town streets that are in Pinal County. A review of our records discovered that last fiscal year we incorrectly recorded a portion of these funds in the EMS Fund. This transfer moves the funds to the HURF Fund where they should have been recorded and ensures our accounting for these restricted funds is accurate.

- b. The construction projects for Fire Stations #2 and #5 incurred additional expenditures during FY 2022-23, a portion of which is paid from Public Safety and Fire impact fees. The adopted budget did not anticipate these costs, therefore a budget adjustment is required to accommodate the cash transfers.

- c. The Town used its American Rescue Plan Act (ARPA) funds to pay for a portion of the cost of acquiring the Barney Sports Complex. This facility will be renovated to accommodate operating needs of the Police and Fire departments. The Town’s ARPA funds were received in June 2021 and June 2022 under a broad category of “general government purposes” which allowed the Town considerable flexibility in how these funds could be used. This budget adjustment reflects the cash transfer from the Grants & Contingency Fund where the ARPA funds have been held.



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARC SKOCYPEC , UTILITIES DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN ON-CALL PROJECT ORDER WITH SUNRISE ENGINEERING, CONTRACT 2023-003 IN AN AMOUNT NOT TO EXCEED \$75,000 FOR ENGINEERING SERVICES AS NEEDED. (FY 24 BUDGETED ITEM)

DATE: July 19, 2023

Suggested Action:

To approve an On-Call Project Order with Sunrise Engineering, Contract 2023-003 in an amount not to exceed \$75,000 for engineering services as needed. (FY 24 Budgeted Item)

Relevant Council Goal(s):

Secure Future: KRA Environment

Discussion:

Sunrise Engineering provides a number of minor services to the Utility Service Department in the capacity of an On-Call engineering services consultant. A few examples of this work include providing assistance to Town staff in analyzing new water and sewer system modeling scenarios. As the originator of our most up to date models, Sunrise is the best suited to provide this service.

Additionally, Sunrise provides the Utility Services Department with a number of survey related services that are not directly tied to a specific project. Sunrise will continue to provide civil engineering services related to the Town's water system. Tasks will vary based on the specific need of the project, but may include topographic and boundary survey's, easement legal descriptions and exhibits, CAD drafting, water line or water plant plans, record drawings, Approval to Construct and Approval of Construction's, water model revisions, construction services and potholing.

Fiscal Impact:

The total not to exceed amount for the contract is \$75,000. Funding is included in the FY 2023/24 Water Operating Budget for these services.

Alternatives:

Council may choose to not approve the contract. If not approved, Town staff will work with Council to identify and remedy any concerns.

Attachment(s):

1. [Sunrise Engineering Project Order 03](#)

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

PROFESSIONAL PROJECT TASK ORDER
General Professional Services for Water Systems
Project Task Order No. 03
Contract No. 2023-003
Project No. Water Services

THIS PROJECT ORDER is made and entered into on the ____ day of July, 2023 by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation, hereinafter called (“TOWN”) and the “CONSULTANT” designated below. This Project Task Order is entered in to pursuant to and incorporates herein the terms and provisions of the CONSULTANT Contract No. 2023-003, dated January 5, 2023 between TOWN and CONSULTANT (“Contract”). Upon full execution of this Project Task Order, the Project Task Order, together with the Project Task Order Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein (“Services”).

TOWN and CONSULTANT agree as follows:

TOWN: Town of Queen Creek
Project Manager: Mike Huber
Telephone: (480) 358-3482
E-mail: mike.huber@queencreekaz.gov

CONSULTANT: Sunrise Engineering
2045 S. Vineyard, Suite 101
Mesa, AZ 85201
Arizona Registration No. 20175
Telephone: 480-768-8600
E-mail: rholston@sunrise-eng.com

PROJECT DESCRIPTION: This Project Task Order #03 is for general civil engineering services required for operations and maintenance of the Town’s water system.

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

PROJECT SITE ADDRESS/LOCATION: The location for this Project Task Order # 03 is for various projects and locations throughout the Town.

PROJECT TASK ORDER PRICE (Not to Exceed): \$75,000.00

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

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

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

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

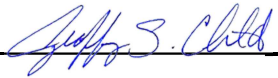
“TOWN”

Signature _____
Name Julia Wheatley
Title Mayor

ATTEST:

Signature _____
Name Maria Gonzalez
Title Town Clerk

“DESIGN PROFESSIONAL”

Signature 
Name Geoffrey S. Child, P.E.
Title Vice President

PROJECT TASK ORDER # 03

EXHIBIT A – GENERAL SCOPE OF WORK AND PROJECT SCHEDULE



Phoenix Metro Office
2045 S. Vineyard, Suite 101, Mesa, Arizona 85210 | 480.768.8600

June 20, 2023

Mike Huber, PE
Town of Queen Creek Utilities Division
19715 S 220th
Queen Creek, AZ 85142

Subject: Professional Services Agreement for Water General Services FY2024

Mr. Huber,

Sunrise Engineering, Inc. (SEI) is pleased to provide the following proposal to Town of Queen Creek to provide Civil Engineering Services for the above referenced project. Hereafter, "Town" refers to Town of Queen Creek. SEI agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions contained herein.

The Town Utilities Department requires general civil engineering services required for operations and maintenance of the water system.

SCOPE OF SERVICES

SEI shall provide civil engineering services related to the Town's water system. Tasks will vary based on the specific need of the project, but may include topographic and boundary survey's, easement legal descriptions and exhibits, CAD drafting, water line or water plant plans, record drawings, Approval to Construct and Approval of Construction's, water model revisions, construction services and potholing. SEI shall track time used and update the Town monthly.

PROJECT TENTATIVE SCHEDULE:

Services to begin upon Notice to Proceed.

BASIS FOR PAYMENT

Tasks will be performed on a time and material basis in accordance with rates & fees shown in the fee schedule **Attachment A**. Project cost is a **not to exceed** amount of **\$75,000.00**.

SCOPE OF WORK CONDITIONS

- A. Deliverables shall be three (3) hard copy of plans 24 x 36-inch sheets (plan and profile 1 inch = 40 feet horizontal and 1-inch = 2-feet vertical), specifications, and cost estimates (as applicable) per submittal. At final submittal, CD with pdf of plans, specifications, cost estimates, and AutoCAD DWG files. AutoCAD files shall be in 2012 format.
- B. Any item not specifically included is assumed to be excluded. A reasonable effort has been made to identify the necessary tasks required to complete the project. However, additional tasks may be required and/or requested by the client or reviewing agency(s). Such items will be brought to the client's attention and a contract amendment may be required.
- C. The Town of Queen Creek shall be responsible for providing the following:
 - a. Record drawings/as-builts within the project area
 - b. Town quarter section utility maps and electronic GIS map files
- D. Time and Materials tasks will be performed in accordance with rates & fees shown in Attachment A.
- E. Plans shall be prepared in accordance with the Town of Queen Creek and Maricopa Association of Governments (MAG) Standards and Specifications.
- F. Reproduction costs for plans, exhibits, reports, deliveries, etc. will be billed as a reimbursable expense or on a Time and Materials basis depending on method of execution.

If you are interested in having us complete the services outlined in this proposal, please execute the agreement below and return one copy to our office. Client will be billed monthly based on the amount of work completed for each task. We will invoice you at the beginning of each month for services performed during the previous month. Payment is due 30 days from the date of the invoice. If you have any questions regarding this proposal, please contact me at (480) 768-8600. We look forward to continuing to work with you on this project.

Sincerely,
SUNRISE ENGINEERING, INC.



Geoffrey S. Child, P.E.
Principal/Engineering Manager


Accepted and Agreed:
Town of Queen Creek

By: _____
Signature

Printed Name

Title: _____
Print Title

Date: _____

		RFQ 23-002 Contract Exhibit C	
		Pricing	

On-Call Water & Wastewater Distribution Services

Firm Name: **Sunrise Engineering, Inc**

Submit fee schedule in accordance with the sample below. Respondent may provide a table of costs based on expertise of employee i.e. classification / title.

Item	Classification / Title	Average Hourly Rate	Overhead	Net Fee (Profit)	Total Hourly Rate
1	Principal Engineer	\$72.11	187.43%	10%	\$228
2	Engineer V	\$65.47	187.43%	10%	\$207
3	Engineer IV	\$59.14	187.43%	10%	\$187
4	Engineer III	\$52.82	187.43%	10%	\$167
5	Engineer (E.I.T.) III	\$43.33	187.43%	10%	\$137
6	Engineer (E.I.T.) II	\$40.17	187.43%	10%	\$127
7	Engineer (E.I.T.) I	\$37.01	187.43%	10%	\$117
8	Engineering Tech IV	\$43.96	187.43%	10%	\$139
9	Engineering Tech III	\$40.80	187.43%	10%	\$129
10	Engineering Tech II	\$36.37	187.43%	10%	\$115
11	Engineering Tech I	\$30.05	187.43%	10%	\$95
12	Project Manager II	\$56.61	187.43%	10%	\$179
13	Project Manager I	\$50.29	187.43%	10%	\$159
14	CAD Technician IV	\$37.64	187.43%	10%	\$119
15	CAD Technician III	\$34.47	187.43%	10%	\$109
16	CAD Technician II	\$31.31	187.43%	10%	\$99
17	CAD Technician I	\$28.15	187.43%	10%	\$89
18	Civil Plan Reviewer	\$52.19	187.43%		\$150
19	Principal Surveyor	\$66.10	187.43%	10%	\$209
20	Registered Surveyor	\$59.78	187.43%	10%	\$189
21	Survey Manager	\$55.35	187.43%	10%	\$175
22	Survey Crew Chief	\$52.19	187.43%	10%	\$165
23	Survey CAD Tech	\$43.96	187.43%	10%	\$139
24	Survey Tech II	\$31.31	187.43%	10%	\$99
25	Survey Tech I	\$28.15	187.43%	10%	\$89
26	Administrative III	\$21.19	187.43%	10%	\$67
27	Administrative II	\$18.03	187.43%	10%	\$57
28	Administrative I	\$14.87	187.43%	10%	\$47
29	Construction Observer IV	\$36.37	187.43%	10%	\$115
30	Construction Observer III	\$33.21	187.43%	10%	\$105
31	Construction Observer II	\$30.05	187.43%	10%	\$95
32	Construction Observer I	\$26.88	187.43%	10%	\$85
33	Construction Manager II	\$45.86	187.43%	10%	\$145
34	Construction Manager I	\$39.54	187.43%	10%	\$125

REIMBURSABLE EXPENSES/TRAVEL EXPENSES

* Requires prior written authorization and shall be paid at actual cost.

Photo Copies \$ per outsourced invoice
 Color Copies \$ per outsourced invoice
 Mileage \$ 0.625/mile



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARC SKOCYPEC , UTILITIES DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH PINAL COUNTY TO DEFINE RESPONSIBILITIES FOR THE UTILITY RELOCATION DESIGN AND CONSTRUCTION WITH IMPROVEMENT TO KENWORTHY AND COMBS ROAD IN AN AMOUNT NOT TO EXCEED \$718,149 AND RELATED BUDGET ADJUSTMENTS.

DATE: July 19, 2023

Suggested Action:

To approve an Intergovernmental Agreement with Pinal County to define responsibilities for the utility relocation design and construction with improvement to Kenworthy and Combs Road in an amount not to exceed \$718,149 and related budget adjustments.

Relevant Council Goal(s):

Secure Future: KRA Environment

Discussion:

Pinal County plans to construct roadway and drainage improvements on Kenworthy Road from Combs Road to Chandler Heights Road ("Kenworthy Road Improvements") and on Combs Road from Kenworthy Road to Schnepf Road ("Combs Road Improvements") (jointly referred to as "Roadway Improvements"). The Roadway Improvements will result in a new roadway that provides a public street along the alignment with an all-weather crossing of the Queen Creek wash and an improved 5-lane roadway facility on Combs Road. Queen Creek owns, operates, and maintains utilities within the project's area for the Kenworthy Road Improvements and the Combs Road Improvements.

Rather than relocate the existing water, reclaim and sewer facilities within both roadway projects, Queen Creek proposes the design and construction of new water, reclaim and sewer facilities be completed with the Kenworthy Roadway Improvements and Combs Road Improvements. The concurrent construction of both the Utility Projects and the Kenworthy Road Improvements and Combs Road Improvements will serve the best interests of the public as this will avoid having to disrupt traffic more than once. Additionally, concurrent or advance construction will reduce the overall disruption to service for the surrounding communities.

The Roadway Improvements will be constructed across property falling under the jurisdiction of Pinal County. As part of this agreement, Pinal County will manage the construction of the Roadway Improvements, including the permitting and relocation of utilities. The Utility Scope of Work will include the following:

1. Repairing approximately 86' of gravity sewer line under the Kenworthy and Combs intersections,
2. Installing a reclaim waterline stub under the Kenworthy and Combs intersection, and,
3. Replacing 1500' of water main in relation to the Kenworthy Road Improvements.

The Town will be responsible for reimbursing the County for the costs for the design and construction of this utility work. The design and construction costs of the project are estimated to total \$718,149 including 10% contingency.

Fiscal Impact:

The work contemplated in the IGA touches four projects in the Town’s five-year Operating and CIP project plans. The Waterline Replacement project (WA304) has sufficient budget to fund its share of the costs; however budget adjustments totaling \$475,409 will be required from the FY 2023/24 CIP Contingency to fund the remaining three projects, as show in the following table:

	Town of Queen Creek Projects	FY 23/24 Available Budget	FY 23/24 Requested Budget from CIP Contingency	Total Design and Construction Cost
CIP	Kenworthy Combs to Hashknife (WW256)		43,502	43,502
CIP	N. Kenworthy Rd Combs to QC Wash (WW102)		43,179	43,179
CIP	Wales Gravel Pit (WW103)		388,728	388,728
Operating	Waterline Replacement (WA304)	242,740		242,740
		242,740	475,409	718,149

The funding source for the projects is the Water Operating Fund.

Alternatives:

The Town Council may choose not to enter into this agreement with Pinal County. If so elected, staff would work with the Town Council to amend, remove, or add additional terms to the agreement that are acceptable to the Town Council.

Attachment(s):

1. [Intergovernmental Agreement - Pinal County - Kenworthy and Combs Roads](#)

INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY AND THE TOWN OF QUEEN CREEK TO DEFINE RESPONSIBILITIES FOR THE UTILITY RELOCATION DESIGN AND CONSTRUCTION IN COORDINATION WITH IMPROVEMENTS TO KENWORTHY ROAD AND COMBS ROAD

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as “Pinal,” and the Town of Queen Creek, a municipal corporation of the State of Arizona, hereinafter referred to as “Queen Creek”. Pinal and Queen Creek are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

I. STATUTORY AUTHORIZATION

- A. The Parties are empowered by A.R.S. § 11-951 *et seq.* to enter into intergovernmental agreements for joint or cooperative action.
- B. Pursuant to A.R.S. §§ 11-251 and 28-6705 Pinal County has the authority to layout, maintain, control and manage county roadways.

II. BACKGROUND

- C. Pinal County plans to construct roadway and drainage improvements to be known as CIP Project 62952206 – Kenworthy Road, Combs Road to Chandler Heights Road (“Kenworthy Road Improvements”) and CIP Project 60640671 – Combs Road, Kenworthy Road to Schnepf Road (“Combs Road Improvements”)(jointly referred to as “Roadway Improvements”). The Roadway Improvements will result in a new roadway that provides a public street along the alignment with an all-weather crossing of the Queen Creek wash and an improved 5-lane roadway facility on Combs Road.
- D. The Roadway Improvements will be constructed across property falling under the jurisdiction of Pinal County. Pinal County will manage the construction of the Roadway Improvements, including the permitting and relocation of utilities.
- E. Queen Creek owns, operates, and maintains utilities within the project’s area for the Kenworthy Road Improvements and the Combs Road Improvements.
- F. Rather than relocate the existing water, reclaim and sewer facilities within both roadway projects, Queen Creek proposes the design and construction of new water, reclaim and sewer facilities be completed with the Kenworthy Roadway Improvements and Combs Road Improvements (“Utility Projects”).

G. The concurrent construction of both the Utility Projects and the Kenworthy Road Improvements and Combs Road Improvements will serve the best interests of the public. Additionally, concurrent or advance construction will reduce the overall disruption to service for the surrounding communities.

H. Utility Scope of work includes:

1. Repairing approximately 86' of gravity sewer line under the Kenworthy and Combs intersections,
2. Installing a reclaim waterline stub under the Kenworthy and Combs intersection, and,
3. Replacing 1500' of water main in relation to the Kenworthy Road Improvements.

I. Design for Queen Creek Utility Projects is currently estimated at \$79,910 and construction estimated at \$625,000.

III. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to identify and define the responsibilities of Pinal County and Queen Creek for the design, construction, ownership and cost of the proposed Utility Projects as part of the Roadway Projects.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree as follows:

IV. TERMS OF THE AGREEMENT

I. Pinal shall:

1. As Project Lead, be responsible for the design and construction solicitation, contract management, public outreach coordination, project meetings, and other related duties for the Roadway Projects including the design and construction of the Utility Projects (“collectively the Projects”). Pinal shall submit all design and construction contracts to Queen Creek for Queen Creek’s review and approval in accordance with the terms of this Agreement.
2. Submit Utility Projects design plans and construction documents to Queen Creek for review and comment.
3. Invoice Queen Creek for its share of Project expenses for the Utility Projects, as set forth herein:

- a. Upon completion of the design for the Projects, invoice Queen Creek for its share of the design cost for the Projects.
 - b. Upon approval of the construction contract, invoice Queen Creek for fifty percent (50%) of its proportional share of construction costs for the Utility Projects and invoice for remainder of the construction costs for the Utility Projects when construction is complete.
- J. Queen Creek shall:
1. Provide comments regarding the design and construction contracts within 21 business days of receipt of the contracts from Pinal.
 2. Provide comments to design plans within 21 business days of receipt of the plans from Pinal.
 3. Pay Pinal for its proportional share of the Project costs as outlined in paragraph (IV)(I)(3) within thirty (30) days of receipt of a properly-documented invoice from Pinal.
 4. Upon completion of the Project, pay Pinal for Queen Creek's share of any additional cost as approved in writing by Queen Creek and Pinal for the Project, within thirty (30) days of receipt of a properly-documented invoice from Pinal.
 5. Maintain ownership of and responsibility for Queen Creeks utility facilities within Pinal County right-of-way.

V. GENERAL PROVISIONS

- A. The foregoing Sections I, II and III are hereby incorporated into this Agreement by reference as if more fully stated herein.
- B. This Agreement shall become effective upon the approval by both governing bodies of the Parties hereto and the execution of this Agreement by the authorized representatives of both Parties.
- C. To the fullest extent permitted by law, each Party to this Agreement, as Indemnitor, shall indemnify, defend, save, and hold harmless the other Party, its officers, employees, agents, officials, directors and representatives (collectively, "Indemnitees") from and against any and all liability, claims, losses, suits, actions, damages, and expenses (including but not limited to, court costs, attorneys fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any personal injury, bodily injury, loss of life, or loss or damage to property, or loses of use thereof, or any violation

of any federal, state, or local law or ordinance, or other cause of action related to or arising out of the Indemnitor's performance of its obligations pursuant to the terms of this Agreement, or caused, in whole or in part, by the acts or omissions of the Indemnitor, or anyone for whose acts Indemnitor is responsible, in the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

- D. This Agreement may be cancelled for conflict of interest without further obligation or penalty in accordance with A.R.S. § 38-511.
- E. All notices or demands required under this agreement from either party to the other shall be in writing and shall be deemed to have been received when the notice is delivered in person or three (3) days after deposited in a U.S. Mailbox in a postage prepaid envelope addressed as follows:

Bruce Gardner	Leo Lew
Town Manager	County Manager
Town of Queen Creek	Pinal County
22350 S. Ellsworth Rd.	P. O. Box 827
Queen Creek, AZ 85142	Florence, AZ 85132

- F. The failure to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege. The acceptance by either party of sums less than may be due and owing to it at any time shall not be construed as an accord or satisfaction.
- G. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either Party hereto other than as expressly set forth herein.
- H. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the parties agree that the venue for any claim arising out of or in any way related to this Agreement shall be the Superior Court of Pinal County, Arizona.
- I. This Agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, their agents, or employees that are not contained herein shall be valid or binding. This agreement may not be altered except in writing and signed by each party hereto.

- J. Pinal and Queen Creek agree that should any part of this Agreement be held to be invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties.
- K. This Agreement shall remain in force and effect until completion of the Projects or termination or cancellation as provided within this Agreement. The Indemnification and insurance provisions shall survive the termination of this Agreement.
- L. Pursuant to the provisions of A.R.S. § 41-4401, each Party warrants to the other Party: (a) that the warranting Party and its subcontractors, if any, are in compliance with all federal immigration laws and regulations that relate to their employees and are in compliance with A.R.S. § 23-214(A); and (b) that a breach of this warranty is a material breach of this contract [agreement] that is subject to penalties up to and including termination of the contract or any subcontract;

Each Party retains the legal right to inspect the employment records of the other Party and its subcontractors, if any, to ensure compliance with this warranty. Neither Party will consider the other Party or any of its subcontractors in material breach of the foregoing warranty if the other Party and its subcontractors, if any, establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

- M. Pinal and Queen Creek agree that all contracts, if any, awarded to contractors in connection with the work to be performed under this Agreement shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A) and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by Pinal or Queen Creek for the work to be performed under this Agreement.
- N. Pinal and Queen Creek agree that all contracts, if any, awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:
 - 1. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.
 - 2. A breach of warranty under paragraph 2 above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.

3. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to Pinal County. Pinal County at its sole discretion, conduct random verifications of employment records of the Contractor and any Subcontractors to ensure compliance. The Contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.
4. ISRAEL BOYCOTT PROVISION. Each party to this Agreement certifies to the other that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393.
5. In accordance with A.R.S. § 35-394, The Parties hereby certify and agree that they do not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of Chin; and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If any Party becomes aware during the term of this Agreement that the Party is not in compliance with this Section, then the Party shall notify the other party within five (5) business days after becoming aware of such noncompliance. If the Party does not provide the the Other Party with written certification that the Party has remedied such noncompliance within one hundred eighty (180) days after giving notice of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

TOWN OF QUEEN CREEK, a municipal corporation of the State of Arizona

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Mayor

By: _____
Chairman, Board of Supervisors

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Town Clerk

Clerk/Deputy Clerk of the Board

Dated: _____

Dated: _____

Approved as to form and within the powers and authority granted Queen Creek under the laws of the State of Arizona:

Approved as to form and within the powers and authority granted Pinal under the laws of the State of Arizona:

Town Attorney

Deputy County Attorney



TOWN OF
QUEEN CREEK
ARIZONA

8.F

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARC SKOCYPEC , UTILITIES DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE AGREEMENT TO SHARE COSTS FOR THE SALT RIVER PROJECT & CENTRAL ARIZONA PROJECT INTERCONNECTION FACILITY AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN ATTORNEY AND TOWN CLERK TO NEGOTIATE, FINALIZE AND EXECUTE THE AGREEMENT AND ALL DOCUMENTS NECESSARY TO FACILITATE THE TRANSACTION. THE TOWN OF QUEEN CREEK'S PORTION OF THE COST SHARE ESTIMATE FOR THE TECHNICAL REVIEW PHASE IS \$8,371. (FY24 BUDGETED ITEM - WATER OPERATING FUND)

July 19, 2023

DATE:

Suggested Action:

To approve the Agreement to share costs for the Salt River Project – Central Arizona Project Interconnection Facility among Cost-Share Partners and Salt River Project Agricultural Improvement and Power District and authorizing the Mayor, Town Manager, Town Attorney and Town Clerk to negotiate, finalize and execute the agreement and all documents necessary to facilitate the transaction. The Town of Queen Creek’s portion of the cost share estimate for the Technical Review phase is \$8,371. (FY24 Budgeted Item - Water Operating Fund)

Relevant Council Goal(s):

Secure Future: KRA Environment

Discussion:

The Central Arizona Water Conservation District (“CAWCD”) is responsible for the care, operation, maintenance, and replacement of the Central Arizona Project (“CAP”), including the water delivery works of the CAP (“CAP Canal”). SRP is responsible for the care, operation, and maintenance of the Salt River Federal Reclamation Project, including the SRP water delivery system and the CAP-SRP Interconnection Facility (“CSIF”) located adjacent to the Granite Reef Diversion Dam, which provides SRP and CAWCD the ability to transport water from the CAP Canal to the SRP water delivery system. SRP, in collaboration with CAWCD, has begun planning to design, permit, and construct the SRP-CAP Interconnection Facility (“SCIF”), which would connect the SRP water delivery system to the CAP Canal and provide the infrastructure to facilitate the transportation of water from the SRP water delivery system to the CAP Canal.

SRP, CAP and Cost-Share Partners (the “Parties”) are considering participating in the planning, design, permitting, construction, and operation of the SCIF and potentially obtaining capacity in the SCIF to assist in managing their water resources. SRP and various participating entities, including the Town of Queen Creek, signed a memorandum of understanding to describe the phases the Parties believe will be necessary to plan, design, permit, and construct the SCIF and the cooperative efforts and roles and responsibilities of the Parties in each of those phases, including the development and execution of

the cost-share agreements necessary to complete each of the contemplated Phases.

This Cost-Share Agreement sets the terms and conditions for the estimated costs the Parties expect to pay in support of the Technical Review of the SCIF and how such costs will be shared among the Parties. Staff is seeking Council's approval of the agreement and to have the Town financially participate as a cost-share partner. The initial estimated cost for the Technical Review is \$1,142,352. The Town of Queen Creek's portion of the Cost Share Estimate is \$8,371.

Cost Share Partners include:

Central Arizona Water Conservation District
City of Apache Junction
Carefree Water Company
City of Chandler
City of Glendale
Town of Gilbert
City of Mesa
City Peoria
City of Phoenix
Town of Queen Creek
City of Scottsdale
Salt River Project Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District

Additional agreements will need to be considered by the Town as the project transitions from a Technical Review, to future phases of design, and construction.

On December 15, 2021 Council approved an Intergovernmental Agreement between the Town, SRP, and additional Cost-Share Partners to share the costs for the Feasibility Study of Bartlett Dam Modification Alternatives. This study could result in increasing the size of the Bartlett Dam on the Verde River. The completion of the SCIF would allow the Town of Queen Creek to utilize any allocations as a result from the expansion of the Bartlett Dam.

Fiscal Impact:

The costs for the Technical Review are based upon a \$1,142,352 total cost, to be shared between the cost sharing partners. The Town of Queen Creek's portion of the Cost Share Estimate is \$8,371. If actual costs exceed this estimate, the Town will be required to contribute its proportionate share of additional costs as defined in the agreement. Sufficient funding for these costs has been identified within the Water Operating Fund for FY 24.

Alternatives:

Council could choose not to approve the agreement, however, this would eliminate the Town from participating in this effort and possibly limiting the Town's ability to participate in future phases of the process which could result in limitations on any eventual benefits to the Town. Should there be issues of concern regarding the proposed agreement, staff would work to address those concerns and revisit the Council's consideration of the agreement at a future date.

Attachment(s):

1. [SCIF Cost Share Agreement](#)

**AGREEMENT TO SHARE COSTS FOR THE TECHNICAL REVIEW OF THE
SRP-CAP INTERCONNECTION FACILITY
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

1. PARTIES:

This Agreement to Share Costs for the Technical Review of the SRP-CAP Interconnection Facility (“Agreement”), entered into this ____ day of _____, 2023 is by and among those entities listed in Exhibit A (“Cost-Share Partners”) and the Salt River Project Agricultural Improvement and Power District (“SRP”). SRP and the Cost-Share Partners are referred to collectively as “Parties” and individually as “Party”.

2. RECITALS:

This Agreement is made with regard to the following:

- 2.1. The Central Arizona Water Conservation District (“CAWCD”) is responsible for the care, operation, maintenance, and replacement of the Central Arizona Project (“CAP”), including the water delivery works of the CAP (herein “CAP Canal”). CAWCD also has certain groundwater replenishment authorities and responsibilities pursuant to A.R.S. §§ 48-3771, et. seq., commonly referred to as the Central Arizona Groundwater Replenishment District.
- 2.2 SRP is responsible for the care, operation, and maintenance of the Salt River Federal Reclamation Project, including the SRP water delivery system and the CAP-SRP Interconnection Facility (“CSIF”) located adjacent to the Granite Reef Diversion Dam, which provides SRP and CAWCD the ability to transport water from the CAP Canal to the SRP water delivery system.
- 2.3 SRP, in collaboration with CAWCD, has begun planning to design, permit, and construct the SRP-CAP Interconnection Facility (“SCIF”), which would connect the SRP water delivery system to the CAP Canal and provide the infrastructure to facilitate the transportation of water from the SRP water delivery system to the CAP Canal.

- 2.4 The Parties are considering (i) participating in the planning, design, permitting, construction, and operation of the SCIF and (ii) potentially obtaining capacity in the SCIF to assist in managing their water resources.
- 2.5 SRP and various participating entities signed a memorandum of understanding (“SRP-Participating Entities MOU”), attached as Exhibit B, to describe the: (1) the phases the Parties believe will be necessary to plan, design, permit, and construct the SCIF (collectively, the “Phases”; individually, a “Phase”) and (2) the cooperative efforts and roles and responsibilities of the Parties in each of those phases, including the development and execution of the cost-share agreements necessary to complete each of the contemplated Phases.
- 2.6 SRP and the Bureau of Reclamation (“Reclamation”) have signed or will sign an Advance Funding Agreement (“SRP-Reclamation Advance Funding Agreement”) as a mechanism for SRP to provide the non-federal funding for a technical review and concurrent initial discussions and planning to frame and outline the necessary environmental reviews by Reclamation for the SCIF (the “Technical Review”), including the funds collected under this Agreement.
- 2.7 SRP and HDR, Inc. (“HDR”) have signed or will sign a consulting agreement (the “HDR Agreement”) with respect to the technical work necessary to facilitate the Technical Review.

3. AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. INCORPORATION OF RECITALS:

The recitals listed above are hereby incorporated into and expressly made part of this Agreement.

5. SCOPE:

This Agreement sets terms and conditions for (1) the estimated costs the Parties expect to pay in support of the Technical Review of the SCIF, (2) how such costs will be shared among the Parties, (3) the process to remit payment, and (4) the process for voluntary departure, removal, and addition of Parties.

6. EFFECTIVE DATE AND TERM OF AGREEMENT:

- 6.1. This Agreement is effective upon the execution by SRP and another Party. The Agreement becomes effective for any Party that executes it thereafter upon the date of that Party's execution. The Agreement remains effective until terminated as provided in Subparagraphs 6.2 or 6.3.
- 6.2. This Agreement terminates upon the earlier of (i) ten (10) years from the date of execution of this Agreement by the last Party, or (ii) when both of the following have occurred: (1) the Technical Review is completed by Reclamation, and (2) when the last funds are transferred from the Cost-Share Partners to SRP as provided in Subparagraph 11.1.
- 6.3. This Agreement may terminate as provided in this Subparagraph 6.3 in the event that the Parties mutually agree to terminate this Agreement for convenience. In such event, this Agreement will terminate on the date agreed upon by the Parties under this Subparagraph 6.3. Any amounts owed by a Cost-Share Partner with respect to prior or ongoing Phases through the date of termination shall be paid by such partner(s) within forty-five (45) days of such termination.

7. AUTHORIZED REPRESENTATIVES:

Each Party has designated an "Authorized Representative" and an "Authorized Alternate" to administer this Agreement on behalf of the designating Party. The initial Authorized Representatives and Authorized Alternates are set forth in Exhibit C. Written notice of a change of an Authorized Representative or Authorized Alternate shall be provided within thirty (30) days of such change. The Authorized Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Authorized Alternates shall have authority to amend, modify, or supplement this Agreement. Notwithstanding the foregoing, SRP shall have the right to update the Exhibits to this Agreement as specifically set forth in the Agreement. Decisions of the Authorized Representatives pursuant to this Agreement shall be in writing and signed by them.

8. ESTIMATED COSTS:

- 8.1. The Parties shall contribute funding towards the estimated costs of the Technical Review, including the expenses incurred pursuant to the SRP-Reclamation Advanced Funding Agreement and the HDR Agreement. The initial estimated cost for the Technical Review is \$[1,142,352], which includes a twenty percent (20%)

contingency (the “Cost-Share Estimate”). In the event the Cost Share Estimate increases above the contingency amount as project plans are developed, the Parties shall convene in accordance with Subparagraph 8.2 to determine how they wish to proceed.

- 8.2. The Parties shall convene as necessary as determined by SRP to discuss and assess issues related to estimated costs for funding the Technical Review. The Parties shall make determinations on issues including but not limited to the adjustment of the Cost-Share Estimate. Such meetings of the Parties shall, to the extent reasonably possible, include an option to participate virtually or by teleconference.
- 8.3. Each Party shall contribute an amount equal to its portion of the Cost Share Estimate (less twenty percent (20%) contingency amount) and remit payment as described in Paragraph 11. Each Parties’ initial individual share of the Cost Share Estimate, and contingent share, for the Technical Review is summarized in Exhibit D.

9. VOTING AND DECISION MAKING:

- 9.1. Each Cost-Share Partner will have an equal vote with respect to decisions that SRP brings to the Parties related to the Technical Review. The Parties commit to supporting the Technical Review to completion at the Cost Share Estimate identified in Exhibit D, as such may be adjusted by majority vote of the Parties.
- 9.2. Nothing contained in this Agreement shall be construed as creating any right to specific capacity in the SCIF if constructed. The final allocation of capacity shall be established by the mutual, good faith agreement of all Parties that participate in funding and construction of the SCIF and shall be based, in significant part, on each Parties’ respective financial contribution levels as summarized in Exhibit D, as such may be updated pursuant to this Agreement.
- 9.3. SRP shall facilitate and chair all meetings of the Parties and decisions will be made by majority vote of the voting Parties, excluding SRP. In the event of an even split during a vote of the voting Parties, SRP shall act as the tie-breaking vote.

10. VOLUNTARY DEPARTURE; REMOVAL; AND ADDITION OF PARTIES

- 10.1 A Party that no longer wishes to be a Party to this Agreement may leave by giving the other Parties at least sixty (60) days’ prior written notice in accordance with

Paragraph 14 (“Voluntary Departure”). Parties that Voluntarily Depart this Agreement under this Subparagraph 10.1 shall not be refunded any previous financial contributions. Any Party that Voluntarily Departs this Agreement shall pay the remaining balance that would be due based on that Party’s portion of the Cost Share Estimate for the Technical Review, as such may have been adjusted by majority vote of the Parties. Upon the Voluntary Departure of a Party to this Agreement under this Subparagraph 10.1, SRP shall update Exhibits A, C, and D, accordingly.

- 10.2. The Parties may remove a Party from the Agreement if the Parties determine by majority vote that the Party is not acting in good faith or otherwise unnecessarily interfering with making progress towards completion of the SCIF or has not satisfied its obligations under this Agreement. Any Party that is removed from the Agreement under this Subparagraph 10.2 shall not be refunded any previous financial contributions. Upon removing a Party to this Agreement under this Subparagraph 10.2, SRP shall update Exhibits A, C, and D, accordingly.
- 10.3. The Parties, by majority vote, may add a Party to the Agreement upon written request from an entity to support the SCIF Technical Review. Prior to adding a Party to the Agreement, the Parties shall determine the individual share of the Cost Share Estimate of the entity to be added, provided that, the Parties will require any such joining party to contribute an amount no less than the share of all costs previously paid by the original Parties to this Agreement equal to the amount such joining party would have paid, on a proportional basis, had they been a party to this Agreement at its execution plus the full amount of any costs incurred solely as a result of such party joining the Agreement. If an entity that is not a Party to this Agreement seeks to join any subsequent cost-share agreement related to a future Phase, the Parties shall require any such party to pay, in addition to the share of costs set forth in the immediately preceding sentence, a risk premium of [twenty percent (20%)] of the share of costs set forth in the immediately preceding sentence. An example of the calculation of the amount to be paid by a joining party is attached as Exhibit E. Any amounts paid by a joining party, including any risk premium payments associated with joining a future cost share agreement, shall be credited toward the individual estimated cost share for each Cost-Share Partner that participated in the immediately prior Phase in an amount proportionate to the share contributed by each Cost Share Partner to such prior Phase. Upon adding a Party to this Agreement under this Subparagraph 10.3, SRP shall update Exhibits A, C, and D, accordingly.

11. PAYMENT:

- 11.1. Following a Party's execution of this Agreement, SRP shall invoice that Party the Cost-Share in the amount identified in Exhibit D. The Cost-Share Partner shall pay such invoice within thirty (30) days after SRP sends such invoice. If the date for payment is prior to July 1, 2023, the Parties may make such payment, without being considered delinquent, on or before July 7, 2023. SRP shall remit portions of the payments made under this Subparagraph 11.1 to (1) Reclamation as contributions towards the nonfederal portion of costs for the SCIF Technical Review under the SRP-Reclamation Advance Funding Agreement and (2) HDR pursuant to the HDR Agreement.
- 11.2. Any invoices not paid when due shall be delinquent and shall bear interest at the Wall Street Journal Prime Rate, on the date the invoice was due plus 5% (Wall Street Journal Prime Rate plus 5%) per annum from the date when the bill was due until the bill is paid in full (including any accrued interest). In the event the Wall Street Journal no longer publishes the Wall Street Journal Prime Rate, the Authorized Representatives shall select an appropriate substitute.
- 11.3. In the event any portion of any bill is disputed, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid, the disputing Party shall be refunded any overpayment plus interest, accrued at the rate set forth in Subparagraph 11.2, prorated by days from the date payment was credited to the Party to the date the refund check is mailed.
- 11.4. In the event that this Agreement is terminated under Subparagraph 6.3, SRP shall refund the Cost-Share Partners any amount paid to SRP under Subparagraph 11.1 that will not be remitted to Reclamation, HDR or other consultants for services approved prior to termination of this Agreement.

12. DISPUTE RESOLUTION; RECORDS INSPECTION; CHOICE OF LAW:

- 12.1. Any dispute under this Agreement shall first be submitted to the Parties for resolution. The Parties shall make all reasonable efforts to resolve the dispute and may do so by majority vote. If the matter cannot be resolved by majority vote of the Parties, any Party may submit the matter to the SRP General Manager and the Party's chief operating officer. If the matter cannot be resolved by the SRP General Manager and the Party's chief operating officer, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in Maricopa County Superior Court or its successor court.

- 12.2. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona and any applicable federal law.
- 12.3. In the event of any future dispute or action arising under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein, including expert witness fees.
- 12.4. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Amounts paid by a Party under this Subparagraph 12.4 during the pendency of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

13. UNCONTROLLABLE FORCES:

No party shall be considered to be in default in the performance of any of its obligations hereunder if failure of performance is due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by Court order or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing herein shall be construed so as to require a Party to settle any strike or labor dispute in which it is involved. Either party rendered able to fulfill any obligation hereunder by reason of an uncontrollable force shall exercise due diligence to remove such inability.

14. NOTICE; CHANGE OF NAME OR ADDRESS:

- 14.1. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been received either when delivered or on the fifth business day following mailing, by registered or certified mail, postage prepaid, return receipt requested, whichever is earlier, or by electronic mail with read receipt requested addressed as set forth in Exhibit F.

14.2. Any Party may change the addressee or address to which communications or copies are to be sent by giving notice of such change under Subparagraph 14.1.

15. SEVERABILITY:

Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of a Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

16. WAIVER:

The failure of any Party to insist on any one or more instances upon strict performance of any of the obligations of the other pursuant to this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of the performance of any such obligation or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

17. BINDING AGREEMENT:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their heirs, successors and assigns; provided, however, that no Party shall assign its rights and obligations under this Agreement to another entity without the written consent of the other Parties. Such consent to assignment shall not, however, be unreasonably withheld, conditioned, or delayed.

18. NO THIRD-PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create nor shall it be construed to create rights to any third party. No third party may enforce the terms and conditions of this Agreement.

19. NO PARTNERSHIP AND NO JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or

liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

20. AUTHORITY:

The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

21. CONFLICT OF INTEREST:

Pursuant to A.R.S. § 38-511, a Party who is a political subdivision of the State may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while this Agreement is in effect, an employee of another Party in any capacity, or a consultant to another Party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received unless the notice specifies a later time.

22. ENTIRE AGREEMENT; MODIFICATION; COUNTERPARTS:

The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, this Agreement was executed by the Parties on the date first hereinabove written.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Name: Leslie A. Meyers

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

**CENTRAL ARIZONA WATER CONSERVATION
DISTRICT**

By: _____

Name: Brenda Burman

Title: General Manager

APPROVED AS TO FORM

By: _____

Name: Jay Johnson

Title: General Counsel

DRAFT

CITY OF APACHE JUNCTION

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

DRAFT

CAREFREE WATER COMPANY

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

DRAFT

CITY OF CHANDLER

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Name: _____
Title: _____

DRAFT

TOWN OF GILBERT

By: _____

Name: Brigette Peterson

Title: Mayor

APPROVED AS TO FORM

By: _____

Name: Chris Payne

Title: Town Attorney

Attest

By:

Name: Chaveli Herrera

Title: Town Clerk

DRAFT

CITY OF GLENDALE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

DRAFT

CITY OF MESA

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

DRAFT

CITY OF PEORIA

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

DRAFT

CITY OF PHOENIX, ARIZONA,
a municipal corporation

ATTEST:

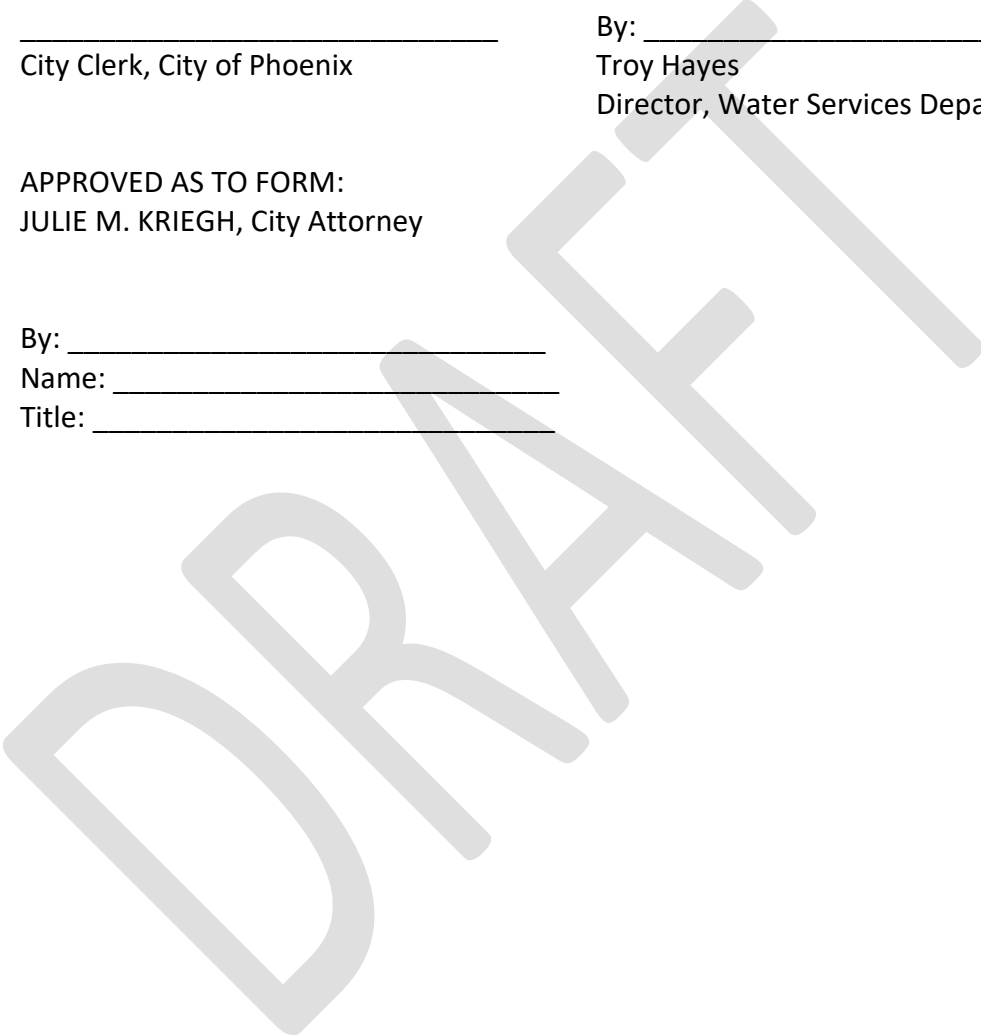
JEFFREY BARTON, City Manager

City Clerk, City of Phoenix

By: _____
Troy Hayes
Director, Water Services Department

APPROVED AS TO FORM:
JULIE M. KRIEGH, City Attorney

By: _____
Name: _____
Title: _____



TOWN OF QUEEN CREEK

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

DRAFT

CITY OF SCOTTSDALE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

DRAFT

**AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT A

COST-SHARE PARTNERS

Central Arizona Water Conservation District
City of Apache Junction
Carefree Water Company
City of Chandler
City of Glendale
Town of Gilbert
City of Mesa
City Peoria
City of Phoenix
Town of Queen Creek
City of Scottsdale
Salt River Project Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District

**AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

DRAFT

**AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT C

AUTHORIZED REPRESENTATIVES AND AUTHORIZED ALTERNATES

Authorized Representatives

Central Arizona Water Conservation District	
City of Apache Junction	
Carefree Water Company	
City of Chandler	Simon Kjolsrud, Water Resources Manager
City of Glendale	
Town of Gilbert	
City of Mesa	
City Peoria	
City of Phoenix	
Town of Queen Creek	
City of Scottsdale	
Salt River Project Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District	

Alternate Authorized Representatives

Central Arizona Water Conservation District	
City of Apache Junction	
Carefree Water Company	
City of Chandler	John Knudson, Public Works and Utilities Director
City of Glendale	
Town of Gilbert	

City of Mesa	
City Peoria	
City of Phoenix	
Town of Queen Creek	
City of Scottsdale	
Salt River Project Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District	

DRAFT

**AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT D

COST-SHARE ESTIMATE FOR SCIF TECHNICAL REVIEW

Estimated Cost Allocation (for Technical Review Phase) Based on Initial Capacity Requests

Participant	AF/yr	CFS	% Share	\$ Share¹	\$ Share²	\$ Share³
Apache Junction	9,050	25	6.1%	\$45,797	\$58,129	\$69,755
Carefree	1,086	3	0.7%	\$5,496	\$6,975	\$8,371
Chandler	7,240	20	4.9%	\$36,637	\$46,503	\$55,804
Gilbert	6,154	17	4.2%	\$31,142	\$39,528	\$47,433
Glendale	7,000	19	4.7%	\$35,425	\$44,964	\$53,956
Mesa	12,669	35	8.5%	\$64,116	\$81,381	\$97,657
Peoria	11,250	31	7.6%	\$56,932	\$72,263	\$86,716
Phoenix	18,099	50	12.2%	\$91,594	\$116,258	\$139,510
Queen Creek	1,086	3	0.7%	\$5,496	\$6,975	\$8,371
Scottsdale	2,172	6	1.5%	\$10,991	\$13,951	\$16,741
CAP	36,198	100	24.4%	\$183,187	\$232,516	\$279,019
SRP	36,198	100	24.4%	\$183,187	\$232,516	\$279,019
Total	148,202	409	100.0%	\$750,000	\$951,960	\$1,142,352
Per CFS				\$1,832	\$2,325	\$2,790

Notes:

¹ Initial estimates from Reclamation and HDR

² Updated estimates to include pre-NEPA coordination and geotech helicopter/contingency

³ Updated estimates with 20% contingency applied per cost share agreement revisions

**AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT E

EXAMPLE CALCULATION OF CONTRIBUTION OF LATE-JOINING PARTY

Risk Premium Scenario/Example Based on Estimated Cost Allocation

Participant	CFS¹	% Share²	\$ Share
Entity X	15	3.7%	\$27,478
Risk premium for late joining ³			\$5,496
Total contribution for Entity X ⁴			\$32,974

Participants to receive a credit from late contribution(s) based on their proportional share of phase cost. Credits will be applied during the next phase of the project.

Notes:

¹ Example capacity

² Proportional share for Entity X if they had been part of the total capacity

³ 20% per cost share agreement

⁴ Includes only costs incurred as part of Technical Review Phase

**AGREEMENT TO SHARE COSTS FOR THE SCIF
 AMONG COST-SHARE PARTNERS
 AND
 SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

EXHIBIT F

CONTACT LIST

Party	Contact
Central Arizona Water Conservation District	<p><u>Copy to:</u></p>
City of Apache Junction	<p>City of Apache Junction c/o Michael Loggins 300 E. Superstition Blvd. Apache Junction, AZ 85119</p> <p><u>Copy to:</u></p> <p>Bryant Powell 300 E. Superstition Blvd. Apache Junction, AZ 85119</p>
Carefree Water Company	<p>Greg Crossman, General Manager Carefree Water Company PO Box 702 Carefree, Arizona 85377</p> <p><u>Copy to:</u></p> <p><u>Gary Neiss, Town Administrator</u> Town of Carefree PO Box 740 Carefree, Arizona 85377</p>

Party	Contact
City of Chandler	<p>John Knudson, Director, Public Works & Utilities City of Chandler P.O. Box 4008, MS 403 Chandler, AZ 85244-4008</p> <p><u>Copy to:</u></p> <p>Kelly Schwab, City Attorney City of Chandler P.O. Box 4008, MS 602 Chandler, AZ 85244-4008</p>
Town of Gilbert	<p>Lauren Hixson, Water Resources Manager Town of Gilbert 50 East Civic Center Drive Gilbert, Arizona 85296</p> <p><u>Copy to:</u></p> <p>Chris Payne, Town Attorney Town of Gilbert 50 East Civic Center Drive Gilbert, Arizona 85296</p>
City of Glendale	<p>City of Glendale c/o City Clerk-Julie K. Bower 5850 W. Glendale Ave. Glendale, AZ 85301</p> <p><u>Copy to:</u></p> <p>City of Glendale Drew Swieczkowski 7070 W. Northern Ave. Glendale, AZ 85303</p>
City of Mesa	<p>City of Mesa c/o City Manager's Office P.O. Box 1466 Mesa, Arizona 85211-1466</p> <p><u>Copy to:</u></p> <p>Brian Draper Water Resources Advisor City of Mesa</p>

Party	Contact
	P.O. Box 1466 Mesa, Arizona 85211-1466
City of Peoria	<u>Copy to:</u>
City of Phoenix	Water Resources Management Advisor City Manager's Office City of Phoenix 200 West Washington Street, 12th Floor Phoenix, Arizona 85003-1611 <u>Copy to:</u> City Attorney City of Phoenix 200 West Washington Street, 13th Floor Phoenix, Arizona 85003-1611
Town of Queen Creek	Town of Queen Creek Paul Gardner, Water Resources Director <u>Copy to:</u>
Salt River Project Agricultural Improvement and Power District	Salt River Project c/o Corporate Secretary P.O. Box 52025 Phoenix, AZ 85072-2205 <u>Copy to:</u> Christa McJunkin Director Water Strategy Salt River Project P.O. Box 52025 Phoenix, AZ 85072-2205
City of Scottsdale	City of Scottsdale – Scottsdale Water c/o Executive Director 9312 N. 94 th Street

Party	Contact
	Scottsdale, AZ 85258 Copy to: City of Scottsdale – City Attorney 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251

DRAFT



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARNIE SCHUBERT, COMMUNITY SERVICES DIRECTOR, ADAM ROBINSON,
COMMUNITY SERVICES DEPUTY DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT #1 FOR THE
INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN ARIZONA GAME AND FISH
FOR PARTICIPATION IN THE COMMUNITY FISHING PROGRAM AT MANSEL PARK.

DATE: July 19, 2023

Suggested Action:

Staff recommends approval of the IGA Amendment #1 with the Arizona Game and Fish for participation in the Community Fishing Program at Mansel Park.

Relevant Council Goal(s):

- Effective Government
- Quality Lifestyle

Discussion:

Under the current IGA as part of the Community Fishing Program, Arizona Game and Fish provides routine stockings of fish at Mansel Park Lake for anglers. The amendment will extend our current IGA through FY24.

The nationally acclaimed Arizona Community Fishing Program is a significant contributor to quality of life for urban as well as rural residents. The benefits of being a part of the Community Fishing Program include regular fish stocking, periodic lake assessment reports on-site Fishing Information Station(s), period angler surveys, marketing, and various support and technical assistance for lake and fishery management. AZ Game & Fish helped the Town design, build and install subtle fish habitats in the lake at Mansel Park in March 2015.

Fiscal Impact:

The total FY24 fiscal impact is \$7,347. No budget adjustments are necessary.

Alternatives:

1. Town Council can choose to not approve the amendment, resulting in no fish stocking for Mansel Park Lake.
2. Town Council can choose not to approve the amendment and go out to bid for other fish stocking providers.

Attachment(s):

1. [IGA Queen Creek Amendment #1 FINAL Extend and Update.pdf](#)
2. [Original IGA_08-15-18 Updated - AZG&F Item_Consent H.pdf](#)

Amendment No. 1
To
Intergovernmental Agreement Between
The Arizona Game and Fish Commission and the Town of Queen
Creek

The purpose of this Amendment No. 1 is to extend the agreement by a period of one year and make other necessary changes to the Intergovernmental Agreement.

Whereas, The Town of Queen Creek and the Arizona Game and Fish Commission entered into an Intergovernmental Agreement dated June 22, 2018 for the purpose of conducting a Community Fishing Program and,

Whereas, both Parties desire to provide recreational fishing opportunities to the public; and,

Whereas, the Parties agree to amend the existing agreement by extending for a term of one year; and,

Therefore: The Terms and Conditions in Intergovernmental Agreement set forth herein shall be amended as follows:

The Commission Agrees That the Department Shall:

4. Under the Department's "Traditional/Core" Strategy, stock participating waters (Surprise Lake) with catchable rainbow trout approximately every two weeks from December to February and catchable channel catfish approximately every two weeks from April to May, and from mid-September to early November. Fish stocking will cease from approximately June through mid-September due to heat stress factors.

Stock sunfish (usually bluegill or redear) at least once annually into all participating waters. Other approved fish species may be stocked as necessary to: 1) establish a resident fish population, 2) augment existing fish populations, 3) maintain a balanced fishery, 4) improve angler success rates, or 5) provide feature species for anglers.

Fish stocking will cease from approximately June through mid-September due to heat stress factors. Adjustments to these stocking schedules and/or species may be required due to climatic and/or weather conditions, fish availability from vendors and/or condition, logistics of fish delivery from vendors, lake or water quality conditions, or increases in fish costs.

The Town of Queen Creek Shall:

5. Pay a Partnership Fee to the Department for waters stocked under this agreement. Annual rates shall be in accordance with the following fee schedule: **Fees for fiscal year 2024 shall remain the same as fiscal year 2023.**

APPROVAL OF THE TOWN ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the Town and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the Town of Queen Creek under the laws of the State of Arizona.


Dated this _____ day of _____ 2023 _____
Town Attorney

ARIZONA GAME AND FISH COMMISSION

By: , for _____ 6/26/2023
Ty E. Gray _____
Secretary to the Commission and _____
Director, Arizona Game and Fish Department _____
Date

APPROVAL OF THE ARIZONA GAME AND FISH COMMISSION ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the Town of Queen Creek, Arizona and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the Arizona Game and Fish Commission under the laws of the State of Arizona.

Dated this _____ day of _____ 2023  6/20/2023
Attorney _____
Arizona Game and Fish Commission



Requesting Department

Marketing, Communications &
Recreation Svcs

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: MARNIE SCHUBERT, COMMUNICATIONS, MARKETING,
RECREATION DIRECTOR AND ADAM ROBINSON, RECREATION
SUPERINTENDENT

RE: Consideration and possible approval of an Intergovernmental Agreement in an amount not to exceed \$7,347 annually for five years, with Arizona Game & Fish for participation in the Community Fishing Program at Mansel Carter Oasis Park, including necessary budget adjustments.

DATE: August 15, 2018

Recommendation:

Staff's recommendation is to approve a five year Intergovernmental Agreement with Arizona Game & Fish for participation in the Community Fishing Program at Mansel Carter Oasis Park, in an amount not to exceed \$7,347 annually.

Relevant Council Goal(s):

Effective Government, Secure Future: Environment, and Quality Lifestyle

Proposed Motion:

Move to approve a five year Intergovernmental Agreement with Arizona Game & Fish for participation in the Community Fishing Program at Mansel Carter Oasis Park, in an amount not to exceed \$7,347 annually, including necessary budget adjustments.

Discussion:

The nationally acclaimed Arizona Community Fishing Program is a significant contributor to quality of life for urban as well as rural residents. Fishing is a wholesome activity well suited for families and anglers of all ages, backgrounds and abilities.

The program is a partnership between the Arizona Game & Fish Department and 20 cities across the state, including the cities and towns of Avondale, Casa Grande, Chandler, Gilbert, Glendale, Mesa, Payson, Peoria, Phoenix, Scottsdale, Somerton, and Surprise. Community Fishing waters are located in 41 city park lakes that are funded, managed and maintained by the cities for public use and enjoyment. The expansion of the Community Fishing Program to include more locations is a testament to the

Department's commitment to "bring fish to the people."

The benefits of joining the Community Fishing Program include regular fish stocking, periodic lake assessment reports, on-site Fishing Information Station(s), periodic angler surveys, marketing, and various support and technical assistance for lake and fishery management. AZ Game & Fish helped the Town design, build and install suitable fish habitats in the lake at Mansel Park in March 2018. The fish habitats will provide adequate cover from predators and spawning habitats.

Funding support for the Community Fishing Program is based on a user play, user pay model. The program is financed by the sale of fishing licenses, Sport Fish Restoration (SFR) Program (federal) funds, and annual fees collected from the city parks and recreation departments. SFR funds originate from federal taxes that are collected every time an angler purchases fishing equipment or merchandise. These funds are allocated back to the states to spend on sport fishing programs and fish stockings.

Upon joining the program the AZ Game & Fish Department will provide routine stockings of fish at the Mansel Carter Oasis Park Lake for anglers. The Mansel Park Lake will fall under the Traditional Stocking Strategy including:

- Catchable rainbow trout approximately every two weeks from mid-November to mid-March.
- Catchable channel catfish approximately every two weeks from mid-March to June and mid-September to mid-November.
- Sunfish (usually bluegill or redear) and largemouth bass at least once annually.
- Other approved fish species may be stocked as necessary to:
 - 1) establish a resident fish population,
 - 2) augment existing fish populations,
 - 3) maintain a balanced fishery,
 - 4) improve angler success rates, or
 - 5) provide feature species for anglers.

Stockings in Community Fishing Program waters will occur randomly Monday through Saturday. This schedule will only change if fish delivery problems occur or conditions at an individual lake are unsuitable for stocking. Due to extreme heat conditions every summer, there are no fish stockings to Community lakes and ponds between June 25 and September 15.

The users of the lake at Mansel Park will be required to follow the AZ Game & Fish Community Fishing Program regulations including:

- All persons 10 years and older, while fishing any public fishing water in Arizona, must have a current Arizona fishing or combination hunt and fishing license.

- The annual cost of a youth (ages 10-17) fishing license is \$5.00
- The annual cost of a Community Fishing license is \$24.00
- Other licenses that are valid at Community Fishing Waters include:
 - general fishing,
 - combo hunt/fish.
 - short term combo hunt/fish,
 - blind, disabled and veteran complimentary licenses,
 - youth group two-day
- License can be purchased at any one of 320 convenient sporting goods or retail dealers statewide, any Game & Fish office, or online at www.azgfd.gov <<http://www.azgfd.gov>>.
- The daily bag limits for Mansel Park Lake are as follows:
 - Catfish: 4
 - Trout: 4
 - Bass: 2 with a minimum size limit of 13 inches or more
 - Sunfish: 10
 - White Amur: 1

Fiscal Impact:

The Community Fishing Program requires an annual payment to the Arizona Game & Fish Department to defray the costs associated with the stocking of fish. The annual rate of the Community Fishing Program is \$7,347, for FY19 the item is non-budgeted and will be paid out of the Grounds Maintenance funding. In FY20-23 the item will be budgeted in the Grounds Maintenance account. The total cost of the five year IGA to the Town is \$36,735.

Alternatives:

- The Town Council could choose not to enter into the IGA with Arizona Game & Fish for the Community Fishing Program. The lake at Mansel Park would not be stocked with fish, reducing recreational opportunities for residents.
- The Town would pay the fluctuating full market value for the cost of all stockings if Council chooses.

Attachment(s):

AZGF Signed Community Fishing Program IGA

AZGF Community Fishing Program Guidebook

Contract/Agreement Review Cover Sheet

INSTRUCTIONS: Legal Review is required prior to submittal for Town Council and/or Town Manager approval. Public Works Director review and approval is required on all Public Works and/or Construction and A&E projects. Real Estate review and approval is required on all Real Estate matters. Purchasing review is also required. Complete this form for all contracts/agreements/IGA's/change orders/work orders/proposals/MOU's and submit to the Purchasing office for review/approval routing. Be sure to attach a staff report and all supporting documents for review(s).

ALLOW THREE WEEKS FOR THE REVIEW PROCESS

Document Type: Contact Person:

Council Date: S.A.M. verification

Department Name:

Vendor/Contractor: Vendor ID#:

Brief Description:

Terms of Contract Start: End:

\$ Amount or Not to Exceed: Account Line Item #:

Attachments: *Reference original contract number.

Check all that apply.

<input type="checkbox"/> Contract			
<input type="checkbox"/> Staff Report			
<input type="checkbox"/> Amendment			
<input checked="" type="checkbox"/> Cooperative Agreement	Original Contract No	Cooperative Agreement #	Change Order/Work Order #
<input type="checkbox"/> *Change Order/Work Order No.	<input type="text"/>	<input type="text"/>	<input type="text"/>

Approved:

Real Estate: _____	N/A <input checked="" type="checkbox"/>	Date: <input type="text"/>
Public Works Director: _____	N/A <input type="checkbox"/>	Date: <input type="text"/>
Purchasing: _____		Date: <input type="text"/>
Town Attorney: <u><i>Scott A. Helms</i></u>		Date: <input type="text" value="7/26/18"/>
Town Clerk: _____		Date: <input type="text"/>

Attachment: AZGF Signed Community Fishing Program IGA (AZGF Community Fishing IGA)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ARIZONA GAME AND FISH COMMISSION
AND
THE TOWN OF QUEEN CREEK, AZ**

Pursuant to A.R.S. § 11-952 *et. seq.*, this Intergovernmental Agreement is made this 22 day of June, 2018, by and through the Arizona Game and Fish Commission (“Commission”), and the Town of Queen Creek (“Town”). The terms “Department” and “Director” in this Agreement hereinafter refer to the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission.

WHEREAS, the Commission has statewide responsibility for the management of wildlife, including fish, and the Town owns certain park lands, including artificial lakes which it maintains for public use as recreation areas; and,

WHEREAS, both entities desire to provide sport fishing recreational opportunities to the extent such a program is found practical; and,

WHEREAS, the Commission has authority under A.R.S. § 17-231(B)(7) to make agreements with other entities for the operation of wildlife facilities and the conduct of related management studies, and the Town has authority under A.R.S. § 9 *et seq.* and 11-931, *et seq.* to provide recreation through a Community Services Department; and,

WHEREAS, the Department acts under the authority of the Commission;

NOW THEREFORE, the Parties agree to conduct a Community Fishing Program, as follows:

AGREEMENT:

The Commission agrees that the Department Shall:

1. Inform the public of the purpose and intent of the Community Fishing Program. This may include coverage in various Department publications, websites, and other outlets as well as the media (radio, television, newspapers) to ensure broad coverage.
2. Make recommendations to the Commission pertaining to license requirements and bag and possession limits specific to the designated Community Fishing waters herein.
3. Issue Fishing Licenses and other applicable licenses to individuals and Department-authorized license dealers in the local area and statewide. Licenses will also be available from Department offices and online.

4. Under the Department's "Traditional" Strategy, stock Mansel Carter Oasis Lake with catchable rainbow trout approximately every two weeks from mid-November to mid-March, and catchable channel catfish approximately every two weeks from mid-March to June and mid-September to mid-November. Fish stocking will cease from approximately June through mid-September due to heat stress factors.

Stock sunfish (usually bluegill or redear) and largemouth bass at least once annually into Mansel Carter Oasis Lake. Other approved fish species may be stocked as necessary to: 1) establish a resident fish population, 2) augment existing fish populations, 3) maintain a balanced fishery, 4) improve angler success rates, or 5) provide feature species for anglers.

Adjustments to these stocking schedules and/or species may be required due to climatic and/or weather conditions, fish availability and condition, logistics of fish delivery from vendors, or lake water quality conditions.

5. Monitor basic water quality and biological indicators as needed to determine if lake conditions are suitable for fish stockings. Provide periodic lake assessment reports to the park managers. Notify the appropriate Town or park management staff of any public health or safety concerns found by the Department.
6. For each participating water, provide one or more Fishing Information Stations (kiosks with bulletin board) so that current Community Fishing Program information may be posted for the public. Design and provide Community Fishing Program information and regulation signs, and replacements as needed, for all primary access points, or mutually agreed-upon locations around each participating lake.
7. Conduct periodic angler surveys to ascertain angler effort and harvest, angler satisfaction, and performance success of the program. This information will be shared with the Town when analyses are complete.
8. Enforce Commission rules and regulations and Arizona Revised Statutes, Title 17 (Game and Fish laws). Cooperate and coordinate with local law enforcement officials, justice courts, and park staff to ensure angler compliance.
9. Provide advice, technical assistance, and guidelines on lake/pond and/or fishery management to the City.
10. Work with the Town to design and install suitable fish habitats as needed to provide adequate cover from predators and spawning habitats.
11. Establish an account to utilize funds paid to the Department by the Town for operation of this program.

The Town Shall:

1. Inform park users of the sport fishing opportunity and allow “Open to the Public” Sport Fishing Education programs conducted by the Department at the included water(s).
2. Install the Department-provided signage frame(s) at mutually agreed-upon locations, and maintain the signage as needed by removing graffiti, and notifying the Department of damage to the frames, attached signage, and kiosks.
3. Make information about opportunities to go fishing within the Town available to the public at park facilities, on the Town website, and other outlets.
4. Provide the Department any necessary keys to locks and/or gates so Department staff can gain access to the water(s) for stocking, monitoring water quality, or conducting creel surveys.
5. Pay a Partnership Fee to the Department for waters stocked under this agreement. Annual rates shall be in accordance with the following fee schedule:

Water	Stocking Strategy	FY19 Cost	FY20 Cost	FY21 Cost	FY22 Cost	FY23 Cost	Total Costs
Mansel Carter Oasis Park	Traditional	\$7,347	\$7,347	\$7,347	\$7,347	\$7,347	\$36,735

These funds shall be used to defray the cost of program operations, including costs for fish required hereunder; Payments made to the Department may be leveraged to obtain federal grant funding or other grant funding opportunities. If this opportunity arises, the Town will be notified in writing by the Department, and it will be necessary to verify that all or a portion of the municipal fees do not originate from federal sources.

6. Promptly notify the Department of anticipated and emergency maintenance or management measures that may affect the Community Fishing Program. This may include lake and landscape repairs or construction, water supply or aeration disruptions, and other activities or occurrences that may affect public health, safety, and access to fishing and stocking activities.

7. With assistance from the Department, develop and implement lake management plans for each water that include general operation and maintenance of the lake and associated facilities to support a sport fishery. This may include plans for optimal timing for lake drawdown and filling, operation strategies and timing for lake aeration and mixing systems, knowing when and whom to call for algae or aquatic plant treatments, knowing how to spot unusual fish behaviors that may indicate problems, and knowing who to call in the event of a fish kill.
8. Maintain water quality in a manner consistent with all other requirements and regulations upon the Town. Regularly remove trash and debris from the lakes. Remove and dispose of dead fish in a timely manner and notify the Department Community Fishing Program Manager if there is an unusual amount of dead or dying fish. Actively control excessive aquatic vegetation and algae blooms, and report any aquatic invasive species to the Community Fishing Program Manager.
9. Discourage populations of fish-eating aquatic birds (i.e., cormorants and herons) through park landscape management and other permissible techniques. Discourage feeding of domestic waterfowl by the public, and harass or remove excess waterfowl as necessary. Allow the Department to conduct Migratory bird research or depredation activities as permitted by the U.S. Fish and Wildlife Service.
10. For lakes with aeration systems, maintain a fully operational system to support good water quality. Ensure that aeration systems or other lake management systems are not limiting angler access or use, unless necessary to conduct maintenance or repairs. Manage and integrate landscape activities to be compatible with the maintenance of good lake water quality.
11. To the extent possible, assist in the enforcement of State and Town codes, rules, regulations and laws (including ARS Title 12 and Title 17 Game and Fish Laws), as applicable. Assist the Department in the enforcement by reporting violations or suspected violations to the Department Operation Game Thief hotline (1-800-352-0700), by verbal warnings, and by citations as necessary to achieve compliance goals. Town may adopt Title 17 Rules into Municipal Code to facilitate enforcement.
12. Provide and maintain angler access to shoreline areas at each water. To the extent possible, provide suitable accommodations along the shoreline such as picnic tables, benches, and shade structures for angler use.
13. Provide access to the waters and associated park facilities such as shade structures so that Sport Fishing Education contractors, Department personnel, and volunteer instructors may conduct Sport Fishing Education programs at no charge to the Department. This may include conducting and/or supporting Sport Fishing Education programs (fishing clinics) for the general public in cooperation with the City. Specific scheduling information about Department-sanctioned programs will be provided to the Town as far in advance as possible.

14. Provide suitable park and lake access to allow for stocking of fish using trucks and trailers by the Department and their fish contractors at the waters.

The Parties Mutually Agree To:

1. Work in harmony for the common purpose of managing a Community Fishing Program. Encourage a united and professional approach by personnel of both Parties in seeking solutions to problems and challenges that may arise in fish and angler management programs.
2. Meet annually or as needed to discuss issues, operations and maintenance, planning, budgeting, and other activities relating to park management and the Community Fishing Program, to review accomplishments and to develop and prioritize activities for the coming year.
3. Cooperate and exchange biological, management, and other information useful in the effective operation of a Community Fishing Program.
4. Seek to obtain funding opportunities for projects that: 1) create, enhance, or restore fish habitat, water quality, or angler access; or 2) increase or enhance recreational angling opportunity. These funds may be transferred directly, or through reimbursement, to the Town. Funding availability through the Department is uncertain, but may include support through the Sport Fish Restoration Federal Assistance Program, State Wildlife Grant Program, Arizona Heritage Fund, or other sources. To provide for the future transfer of special funds, the Parties agree to enter into mutually acceptable collection agreements. Future agreements will be developed within the framework of this Intergovernmental Agreement, and applicable grant and agreement requirements are to be approved by agency directors.

General Provisions:

1. Effective Date and Duration. This Agreement shall not be in effect until signed by all Parties hereto. Unless terminated earlier by operation of the terms of this Agreement, or by agreement of the Parties in writing, this five (5) year Agreement will terminate on June 30, 2023.
2. Termination Generally. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement will cease, and all unencumbered monies deposited for use by the Department will be returned to the City.

3. Notices. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, or first class mail, postage prepaid, to the Parties as follows:
 - A. To the Town:
Adam Robinson, Recreation Superintendent
22350 S. Ellsworth Road
Queen Creek, AZ 85242
 - B. To the Department:
Mr. Chris Cantrell
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086
4. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
5. Audit. Pursuant to A.R.S. § 35-214 all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.
6. Arbitration. To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the Parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising under this Agreement, where not in conflict with Federal Law, with each Party to bear its own attorney's fees and costs.
7. Termination for Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
8. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
9. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.

10. Compliance with Applicable Law. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
11. Severability. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.
12. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
13. Employer-Employee Relationship. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between Town and any State employee, or between State and any Town employee. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for any of its employees.
14. Indemnity. 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, hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
15. Records Retention. In accordance with A.R.S. § 41-151.12 (GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained for a period of six (6) years after Agreement is fulfilled, expired, canceled or revoked.
16. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and correctly sets forth the rights, duties and obligations of each to the other as of its date. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions hereof may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

TOWN OF QUEEN CREEK

By: _____
Town Mayor Date


ATTEST: _____
Town Clerk

APPROVAL OF THE TOWN ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the Town and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the Town of Queen Creek under the laws of the State of Arizona.


Dated this _____ day of _____, 2018 _____
Town Attorney

ARIZONA GAME AND FISH COMMISSION

By:  _____
Ty Gray Date 6-22-18
Secretary to the Commission and
Director, Arizona Game and Fish Department

APPROVAL OF THE ARIZONA GAME AND FISH COMMISSION ATTORNEY:

I have reviewed the above-referenced Intergovernmental Agreement between the Town of Queen Creek, Arizona and the Arizona Game and Fish Commission and declare this Agreement to be in proper form and within the power and authority granted to the Arizona Game and Fish Commission under the laws of the State of Arizona.

Dated this 29 day of JUNE, 2018 
Attorney
Arizona Game and Fish Commission

Attachment: AZGF Signed Community Fishing Program IGA (AZGF Community Fishing IGA)



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, MICHAEL WILLIAMS, BUILDING OFFICIAL

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A ONE-YEAR PROFESSIONAL SERVICES CONTRACT, WITH UP TO FOUR POSSIBLE ONE-YEAR RENEWALS, WITH AZ CODE CONSULTANTS, SHUMS CODA ASSOCIATES INC., AND WILDAN ENGINEERING FOR BUILDING SAFETY PLAN REVIEW AND INSPECTION SERVICES ON AN AS-NEEDED BASIS NOT TO CUMULATIVELY EXCEED \$200,000 ANNUALLY.

DATE: July 19, 2023

Suggested Action:

To approve a one-year Professional Services Contract, with up to four possible one-year renewals, with AZ Code Consultants, Shums Coda Associates Inc., and Wildan Engineering for building safety plan review and inspection services on an as-needed basis not to cumulatively exceed \$200,000 annually.

Relevant Council Goal(s):

- Effective Government
- Superior Infrastructure (Technology)

Discussion:

On April 3, 2023, the Town solicited Request for Proposal (RFP) No. 23-020 to establish a list of qualified firms to perform building safety plan review and inspection services for a variety of construction project types on an as needed basis. On May 2, 2023, staff received six (6) submittals in response to this RFP and were evaluated by a three member evaluation committee. The evaluation committee determined it was in the Town's best interest to award contracts to the top three (3) firms to ensure service availability when needed.

The Building Safety Division of the Development Services Department seeks the professional services necessary to perform building safety plan review and building inspection services for a variety of construction projects on as needed basis.

These services will be utilized to supplement existing staff during periods of high construction activity of commercial and other complex projects.

Consultant building safety plan review services are needed to maintain established plan review turn-around times. Consultant building inspection services are needed during times of increased construction activity in order to complete next day inspection requests.

Annual expenditures under this contract cannot be determined in advance since services will be placed on an as-needed basis, according to the contract terms. Staff estimates the annual usage for

the contract term, July 19, 2023 through July 18, 2024, to be \$200,000. The contract with the vendors is for a one-year term with an option to renew for four additional one-year terms.

Fiscal Impact:

Annual expenditures under this contract cannot be determined in advance since plan review and inspections services will be on an as-needed basis, according to the contract terms. Staff estimates not to cumulatively exceed \$200,000 annually for the contract term July 19, 2023 through July 18, 2024.

Alternatives:

Council could choose not to award the building safety plan review and building inspection services contract at this time; however, doing so would create extensive delays in ongoing and future construction projects within the Town and delay major industrial projects on the state land.

Attachment(s):

1. [Professional Services Contract - Wildan Associates.pdf](#)
2. [Professional Services Contract - Shums Coda Associates.pdf](#)
3. [Professional Services Contract - AZ Code Consultants.pdf](#)

**EXHIBIT A
TOWN OF QUEEN CREEK
PROFESSIONAL SERVICES CONTRACT**

TOWN CONTRACT # _____

This Contract is made and entered into effective as of the 19th day of July, 2023 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Wildan Engineering a California Corporation ("Consultant"). Town and Consultant may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Town issued a Request for Proposal for Building Safety Plan Review and Inspection Services, RFP No. 23-020, (hereinafter "the RFP"); and,

WHEREAS, Consultant submitted a response to the RFP on or before May 2, 2023 ("Response"); and,

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

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

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

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

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

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

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

Consultant shall provide the services described in the Scope of Services attached hereto as Exhibit B (the "Services"). All work will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for defective, non-complying, improper, negligent or inadequate services rendered pursuant to this Contract.

ARTICLE 2. FEES

1. Consultant shall be paid according to the schedule set forth in Exhibit C.
2. Monthly payments may be made to Consultant on the basis of a progress report

prepared and submitted by Consultant for the work completed through the last day of the preceding calendar month. The Town reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall include with each invoice delivered to the Town such documentation as the Contract Administrator may require to make its determination of work performed and payment due and any such determination by the Town shall be for the purpose of payment and shall not be deemed an approval of any portion of the Services or a waiver of any of the Town's rights hereunder.

3. If for any reason the Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the Town may withhold from payment due to the Consultant such amounts as are necessary to protect the Town's position for the purpose of set-off until such time as the exact amount of damages due to the Town from Consultant is agreed to by the parties in writing, or is determined by a court of competent jurisdiction.

ARTICLE 3. TERM OF CONTRACT

1. This Contract shall be in full force and effect when approved by the Town Council of Queen Creek, Arizona and signed by the Queen Creek Mayor as attested by the Town Clerk.

2. The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award. The Town has the option, in the Town's sole discretion to renew the Contract for four (4) additional one year periods. If the Contract is renewed, the total length of the Contract shall not exceed five (5) years. Any of the one (1) year Contracts may be unilaterally extended by the Town for a period of thirty-one (31) days.

3. Price Adjustment: The Town of Queen Creek Purchasing Office will review fully documented requests for a price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Town of Queen Creek Purchasing Office will determine, through competitive market research, trade publications, independent price indexes, and/or other means, whether the requested price increase or an alternative option, is in the best interest of the Town. A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.

ARTICLE 4. TERMINATION OF CONTRACT

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

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

3. Upon such termination, the Consultant shall immediately deliver to the Town any and all documents or work product generated by the Consultant under the Contract

(collectively, the "Work Product"), together with all unused material supplied by the Town, applicable to the Services being terminated. Consultant shall be responsible only for such portion of the work as has been completed and accepted by the Town. Use of incomplete data by the Town shall be the Town's sole responsibility.

4. Upon receipt of notice of termination, Consultant shall apprise the Town of the Services it has completed but has not yet been paid for and shall submit the Services and appraisal to the Contract Administrator for evaluation.

5. The Consultant shall receive as compensation in full for Services performed and approved by the Contract Administrator to the date of such termination, a fee for the percentage of Services actually completed and accepted by the Town. This fee shall be in an amount to be mutually agreed-upon by the Consultant and the Town, based upon the Scope of Work set forth in Exhibit B and the payment schedule set forth in Article 2 of this Contract. If mutual agreement between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Work and the amount of compensation Consultant is entitled to for such work, and the Contract Administrator's determination in this regard shall be final. The Town shall make such final payment within 60 days after the latest of: (i) Consultant's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Consultant's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

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

shall warrant all Services including work delegated to such subconsultants or professional associates.

ARTICLE 7. COMPLETENESS AND ACCURACY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

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

Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

ARTICLE 9. INDEMNIFICATION

1. To the fullest extent permitted by law, the Consultant shall, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subconsultant. The Consultant's duty to, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Consultant or anyone for whose acts the Consultant may be legally liable. It is the specific intention of the Parties that the Indemnitee shall be indemnified by Consultant only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such consultant, subconsultant or design professional or other persons employed or used by such consultant, subconsultant or design professional in the performance of the contract or subcontract. The Consultant will be

responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

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

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

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

ARTICLE 10. INSURANCE

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

ARTICLE 11. WARRANTIES

1. The Consultant shall be responsible for and shall and hereby does warrant that all Services provided shall: (i) be of good quality; (ii) be provided by properly trained, qualified, and licensed workers, subconsultants, and/or subvendors; (iii) conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects; (v) be appropriate for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statutes and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Consultant's warranties running in favor of the Town under this Contract.

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

ARTICLE 12. DISCLOSURES BY CONSULTANT.

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

2. The Consultant hereby warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit

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

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

ARTICLE 13. CONTRACT ADMINISTRATOR

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

ARTICLE 14. NOTICE

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

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

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

Consultant: Wildan Engineering
Attn: Vanessa Munoz
2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806
Email: vmunoz@wildan.com
Phone: 562-368-4848

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by Email, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery

date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by Email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by Email.

ARTICLE 15. GENERAL PROVISIONS

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

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

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

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

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

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

provide the Services.

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

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

I. COMPLIANCE WITH LAW. The Consultant specifically agrees and hereby warrants to the Town that in the performance of the Services, Consultant and anyone acting on Consultant's behalf, including but not limited to Consultant's subconsultants, will comply with all state, federal and local statutes, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this contract.

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

K. WAIVER. None of the provisions of this Contract shall be deemed to have been waived by any act or knowledge of any Party or its agent or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Consultant warrants to the Town that the Consultant and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Consultant acknowledges that a breach of this warranty by the Consultant or any of its subconsultants is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Consultant or any subconsultant who works on this Contract to ensure compliance with this warranty.

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

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

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

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

O. FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA. Consultant certifies to Town that it is not currently engaged in and agrees for the duration of the contract not to engage in Forced Labor of Ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394.

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

Q. LICENSES. Consultant shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Consultant and the Services.

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

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

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

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

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

ARTICLE 16. FUNDS APPROPRIATION

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 14 of this Contract at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TOWN OF QUEEN CREEK:

Approval of Town Council:

Approval of Contract Administrator:

Julia Wheatley, Mayor

Bruce Gardner, Town Manager

ATTEST:

Maria Gonzalez, Town Clerk

REVIEWED AS TO FORM:

Dickinson Wright PLLC
Town Attorneys

CONSULTANT: WILDAN ENGINEERING

Name

Title

EXHIBIT A
INSURANCE REQUIREMENTS

1.1 Insurance Requirements

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

1.2 Minimum Scope and Limits of Insurance

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

1.2.1 Commercial General Liability (CGL) – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$500,000 |
| • Personal and Advertising Injury | \$500,000 |
| • Damage to Rented Premises | \$25,000 |
| • Each Occurrence | \$500,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.

1.2.2 Business Automobile Liability

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

- Combined Single Limit (CSL) \$500,000

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

1.2.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$500,000
 - Disease – Each Employee \$500,000
 - Disease – Policy Limit \$500,000

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

1.2.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an

extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

1.3 Additional Insurance Requirements

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

1.3.1 The Consultant's policies, as applicable, shall stipulate that the insurance afforded the Consultant shall be primary and that any insurance carried by the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees shall be excess and not contributory insurance.

1.3.2 Insurance provided by the Consultant shall not limit the Consultant's liability assumed under the indemnification provisions of this Contract.

1.4 Notice of Cancellation

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

1.5 Acceptability of Insurers

Insurers shall have an "A.M. Best" rating of not less than A- VII. The Town of Queen Creek in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

1.6 Verification of Coverage

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

1.6.1 All such certificates of insurance and policy endorsements must be received by the Town of Queen Creek before work commences. The Town of Queen Creek's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

- 1.6.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.6.3 All certificates required by this Contract shall be sent directly to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov. **The Town of Queen Creek project/contract number and project description shall be noted on the certificate of insurance.** The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.7 Subconsultants

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

1.8 Approval and Modifications

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

1.9 Exceptions

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

EXHIBIT B

SCOPE OF SERVICES

1. **Description:** The Contractor will be responsible for Building Plan Review Services, Building Inspection services, and as needed Permit Technician Services in accordance with the details outlined in the Required Services section of this Scope of Services, to the satisfaction of the Town Manager or designee. The awarded contractor(s) will perform applicable functions as an extension of the Town staff and will follow all Town codes, ordinances, procedures, policies and directives related to the services provided.

The contractor must be qualified to perform residential, industrial, and commercial, electronic plan review work necessary to establish compliance with code requirements based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

The Contractor must be qualified to perform commercial, industrial, and residential building inspections on assigned construction projects for compliance with code requirements based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

Note: Individuals within the Contractor's firm who perform commercial, industrial, or residential plan review or building inspection functions shall hold a current, relevant, professional certification from a nationally recognized code development organization. The respective plan reviewer or inspector must have a minimum of five (5) years of commercial, industrial, or residential plan review or building inspection experience.

2. **Required Services:**

- a. Building Plan Review Services:

- i. Pick-up/deliver documents or related materials from the Town on a daily basis or as required.
 - ii. Conduct comprehensive, thorough and accurate electronic plan reviews of building designs as defined by drawings, specifications,

structural and design calculations, and reports including, but not limited to, site reports, soil investigations and compaction test reports. Also, perform rechecks of corrected plans and plan changes until the plans and related construction documents are substantially correct and complete. Compliance with code is determined based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

- iii. Electronically notify the applicant of the need for plan corrections and provide a means of communication with the applicant, including convenient meetings, toll free telephone exchange of communications, and availability of cost-free parking facilities at Contractor's place of business.
- iv. Review application package and identify to the applicant, on a correction list, items such as illegal lot status, insufficient setbacks, and easements for open space.
- v. Consult with the Town Building Official and/or the designer of the proposed project at their request in order to facilitate necessary corrections by the designer of the calculations, drawings, and specifications.
- vi. Approved plans shall be identified as being approved.
- vii. Maintain records related to plans reviewed.
- viii. Respond to telephone inquiries about code requirements and plan review procedures relating to assigned projects. These inquiries may relate to plan reviews currently in-process by the Contractor or may relate to plans review inquiries while the construction is still in progress. These telephone inquiries may be made directly to the Contractor's place of business or to the Contractor's plan reviewer(s) on the days they are present at the Town office. The Contractor shall provide a toll-free telephone number for applicants.
- ix. When requested, provide personnel to perform plan reviews "in house" within the Town Development Services Department. In this case the Town will provide a work area, phone, and computer.

- x. When requested perform plan reviews via a Town provided Electronic Plan Review (EPR) system and record all plan review corrections items within the EPC system.
 - xi. The Contractor shall provide a detailed square footage accounting for each building in a breakdown ordered by occupancy classification and provide a total building area for each building.
 - xii. The Contractor shall complete the “app specific info” field in Accela including occupancy classification, total occupant load, type of construction, and water meter size,
 - xiii. Procedural, administrative, or code related errors must be corrected by the Contractor at the Contractor’s expense and shall not be compensated or invoiced to the Town.
- b. Building Inspection Services:
- i. Report to the Town Building Inspection Section at the beginning of and prior to the end of each regular work day to complete the required paperwork and update inspection results with the town’s electronic inspection tracking system.
 - ii. Review assigned project plans for compliance with code requirements and discrepancies after permit issuance. Compliance with code or identification of discrepancies is based on the currently adopted code version with local amendments of the Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.
 - iii. The Contractor must notify Town Representative and project contractor/representative of any discrepancies. Notification of discrepancies is required to be posted in the associated record within the Accela permit and inspection system. Each contract inspector must identify themselves in the record along with the contact phone number of the contract inspector. All inspection results must be posted in the Accela record in a timely manner as determined by the building official.
 - iv. Inspect commercial, industrial, or residential buildings during various stages of construction such as foundations, concrete, steel, masonry, framing, plastering, tenant improvements, final inspections or a large variety of other complex and routine building system elements to

ensure compliance with Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

- v. Coordinate inspection activities with other Town departments and divisions; confer with architects, engineers, contractors and superintendents in the field and office.
- vi. The Contractor shall provide the inspector(s) with a cell phone, hand tools, code books, any safety equipment required by assigned project or any Town, state or federal laws or ordinances and a vehicle insured per Town requirements when performing inspection services on behalf of the Town.
- vii. Inspectors shall respond to telephone inquiries about code requirements and inspection procedures relating to assigned projects. These inquiries may relate to current inspections in process by the Contractor or may relate to inspections which have been completed but when the construction is still in progress.
- viii. Contractor is to use existing written Town correction notices or other forms and shall follow all policies and procedures for the Town's inspection section.
- ix. All assigned inspections must be performed within the inspection day scheduled for the inspection.
- x. Procedural, administrative, or code related errors must be corrected by the contractor at the contractor's expense and shall not be compensated or invoiced to the Town.

c. Permit Technician Services:

Building Safety Division administrative and technical processing of building construction projects. Includes receiving and processing electronic project plan submittal documents and coordinating the processing of plan reviews and building permits.

Example of Duties:

- i. Receive and enter electronic plan submittals for Building Safety and Planning projects.

- ii. Coordinate submittal processing and routing electronic plan submittals.
- iii. Communicate with customers regarding the status of their electronic plans and permits; answer status checks by telephone, email.
- iv. Miscellaneous administrative duties associated with the building safety division processes.
- v. Process building permit information accurately and thoroughly including complete data entry of all permits to include classification, occupancy load, square footages and permit and development fees.
- vi. Talk to customers and assess their scope of work to provide all information needed to help customers meet their needs while maintaining Town standards.
- vii. Collect electronic corrections from all departments and prepare them for return to applicant. This includes gathering all electronic plans and comments, compiling fees that are due, preparing transmittals, recording notifications to applicants.

3. **Time Limits for Performance:** The maximum plan review turnaround times (working days with a five day work week excluding Town holidays) for initial review, rechecks and completion of lists of corrections shall be as follows:

TYPE OF PLAN	NUMBER OF WORKING DAYS		
	INITIAL REVIEW	RECHECK	EXPEDITED (Initial/Recheck)
Residential, including additions and/or accessory buildings	5-10	5	5/3
Single Family Dwelling	5-10	5	5/3
Multi-Family (3 Units or More)	5-10	5	5/3
Commercial Buildings ≤ 75,000 SF	10	5	5/3
Commercial Buildings > 75,000 SF ≤ 150,000 SF	10	5	5/3
Commercial Buildings > 150,000 SF	15	8	8/4
Warehouse > 150,000 SF ≤ 500,000 SF	20	10	10/5

Warehouse > 500,000 SF ≤ 1,000,000 SF	30	15	15/7
Fire Protection	5-10	5	5/3

Note: The above times do not include the date on which the plans(s) are electronically submitted to contractor.

4. **Distribution of Work:** The Town intends to distribute work (not necessarily in the order listed), based on the Contractor's: capability to do the work, quality of prior work, personnel qualifications, and cost. Among the selected Respondent(s), the Town reserves the right to send specific types of plan review or inspection work such as residential, commercial or industrial projects to the Respondent based on the factors listed, and which is in the best interest of the Town.

5. **Conflicts:** Contractor(s) shall abide by the Conflict of Interest laws of the State, by Conflict of Interest requirements of the RFP, and by the following Conflict of Interest Code:
 - a. Contractor shall not knowingly recommend approval of designs or inspections of designs or methods of construction that do not meet Town codes, ordinances and standards without prior approval from the Town Building Official. The Town Building Official may reject any recommendations.
 - b. Contractor shall not accept for plan review or inspection services from other designers or developers where past relationships between designers or developers, either friendly or hostile, could lead to doubt of objectivity in the process.
 - c. Contractor shall not provide plan reviews or inspections where the drawings have been prepared for a developer who is or has been a client of the contractor on other projects within the past year.
 - d. Within three (3) months subsequent to plan review or inspection or planner work for a developer, Contractor shall not undertake plan review or inspection work for that developer.
 - e. Contractor shall not use its position as plan reviewer, inspector to further its own interest or use knowledge gained in the process to the disadvantage of the designer of the building plans, nor use this knowledge to create an unfair advantage for the contractor over the designer of the building plans.

6. **Contractor Location:** Respondents who do not have an office within the Town must address and clearly demonstrate (within their written proposal response) alternate plan review arrangements, including, but not limited to how they propose to provide the following:
 - a. Cost-free mail usage for pick-up and delivery of plans to both the applicants and the Town, and the convenience or ease of access between the applicant and the Town.

- b. Toll-free phone usage, number of toll-free line, etc. for discussion of corrections on plans or projects under construction by the applicant or by the Town.
 - c. Qualified personnel in sufficient number and frequency for the Contractor to cover assigned project plan review, inspection or planner workloads, answer plan review or planning questions on specific projects being processed, or to answer questions relating to plan reviews or planning issues which have been completed, but where construction is still in progress.
7. **Additions/Deletions of Service:** The Town reserves the right to add and/or delete products and/or services. If additional services and/or products are required, prices for such additions will be negotiated between the Contractor and the Town.

EXHIBIT C - FEE SCHEDULE

Plan Review: Provide percentage of the Town's plan review fee:			
Line Item	Description	Unit of Measure	Percentage
1	Single-family residences, duplexes, garages and other related structures	Each	75.0%
2	Multiple residences (apartments, condominiums)	Each	75.0%
3	Commercial/Industrial buildings and other related structures	Each	75.0%
4	Expedited Commercial/Industrial buildings	Each	150.0%

Plan Review: Provide separate hourly rates for the Town's plan review fee:			
Line Item	Description	Unit of Measure	Unit Cost
5	Single-family residences, duplexes, garages and other related structures	Hourly Rate	\$115.00
6	Multiple residences (apartments, condominiums)	Hourly Rate	\$115.00
7	Commercial/Industrial buildings and other related structures	Hourly Rate	\$125.00
8	Expedited Commercial/Industrial buildings	Hourly Rate	\$180.00

Building Inspections:			
Line Item	Description	Unit of Measure	Unit Cost
9	Single-family residences, duplexes, garages and other related structures	Hourly Rate	\$95.00
10	Multiple residences (apartments, condominiums)	Hourly Rate	\$95.00
11	Commercial/Industrial buildings and other related structures	Hourly Rate	\$100.00

Additional As-Needed Services			
Line Item	Description	Unit of Measure	Unit Cost
12	As-Needed Permit Technician Services	Hourly Rate	\$90.00
13	Additional requested services when the request is for a period of four weeks or more working 8 hours a day	Hourly Rate	\$100.00

**EXHIBIT A
TOWN OF QUEEN CREEK
PROFESSIONAL SERVICES CONTRACT**

TOWN CONTRACT # _____

This Contract is made and entered into effective as of the 19th day of July, 2023 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Shums Coda Associates Inc., a California Corporation ("Consultant"). Town and Consultant may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Town issued a Request for Proposal for Building Safety Plan Review and Inspection Services, RFP No. 23-020, (hereinafter "the RFP"); and,

WHEREAS, Consultant submitted a response to the RFP on or before May 2, 2023 ("Response"); and,

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

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

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

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

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

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

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

Consultant shall provide the services described in the Scope of Services attached hereto as Exhibit B (the "Services"). All work will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for defective, non-complying, improper, negligent or inadequate services rendered pursuant to this Contract.

ARTICLE 2. FEES

1. Consultant shall be paid according to the schedule set forth in Exhibit C.
2. Monthly payments may be made to Consultant on the basis of a progress report

prepared and submitted by Consultant for the work completed through the last day of the preceding calendar month. The Town reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall include with each invoice delivered to the Town such documentation as the Contract Administrator may require to make its determination of work performed and payment due and any such determination by the Town shall be for the purpose of payment and shall not be deemed an approval of any portion of the Services or a waiver of any of the Town's rights hereunder.

3. If for any reason the Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the Town may withhold from payment due to the Consultant such amounts as are necessary to protect the Town's position for the purpose of set-off until such time as the exact amount of damages due to the Town from Consultant is agreed to by the parties in writing, or is determined by a court of competent jurisdiction.

ARTICLE 3. TERM OF CONTRACT

1. This Contract shall be in full force and effect when approved by the Town Council of Queen Creek, Arizona and signed by the Queen Creek Mayor as attested by the Town Clerk.

2. The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award. The Town has the option, in the Town's sole discretion to renew the Contract for four (4) additional one year periods. If the Contract is renewed, the total length of the Contract shall not exceed five (5) years. Any of the one (1) year Contracts may be unilaterally extended by the Town for a period of thirty-one (31) days.

3. Price Adjustment: The Town of Queen Creek Purchasing Office will review fully documented requests for a price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Town of Queen Creek Purchasing Office will determine, through competitive market research, trade publications, independent price indexes, and/or other means, whether the requested price increase or an alternative option, is in the best interest of the Town. A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.

ARTICLE 4. TERMINATION OF CONTRACT

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

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

3. Upon such termination, the Consultant shall immediately deliver to the Town any and all documents or work product generated by the Consultant under the Contract

(collectively, the "Work Product"), together with all unused material supplied by the Town, applicable to the Services being terminated. Consultant shall be responsible only for such portion of the work as has been completed and accepted by the Town. Use of incomplete data by the Town shall be the Town's sole responsibility.

4. Upon receipt of notice of termination, Consultant shall apprise the Town of the Services it has completed but has not yet been paid for and shall submit the Services and appraisal to the Contract Administrator for evaluation.

5. The Consultant shall receive as compensation in full for Services performed and approved by the Contract Administrator to the date of such termination, a fee for the percentage of Services actually completed and accepted by the Town. This fee shall be in an amount to be mutually agreed-upon by the Consultant and the Town, based upon the Scope of Work set forth in Exhibit B and the payment schedule set forth in Article 2 of this Contract. If mutual agreement between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Work and the amount of compensation Consultant is entitled to for such work, and the Contract Administrator's determination in this regard shall be final. The Town shall make such final payment within 60 days after the latest of: (i) Consultant's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Consultant's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

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

shall warrant all Services including work delegated to such subconsultants or professional associates.

ARTICLE 7. COMPLETENESS AND ACCURACY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

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

Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

ARTICLE 9. INDEMNIFICATION

1. To the fullest extent permitted by law, the Consultant shall, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subconsultant. The Consultant's duty to, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Consultant or anyone for whose acts the Consultant may be legally liable. It is the specific intention of the Parties that the Indemnitee shall be indemnified by Consultant only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such consultant, subconsultant or design professional or other persons employed or used by such consultant, subconsultant or design professional in the performance of the contract or subcontract. The Consultant will be

responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

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

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

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

ARTICLE 10. INSURANCE

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

ARTICLE 11. WARRANTIES

1. The Consultant shall be responsible for and shall and hereby does warrant that all Services provided shall: (i) be of good quality; (ii) be provided by properly trained, qualified, and licensed workers, subconsultants, and/or subvendors; (iii) conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects; (v) be appropriate for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statutes and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Consultant's warranties running in favor of the Town under this Contract.

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

ARTICLE 12. DISCLOSURES BY CONSULTANT.

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

2. The Consultant hereby warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit

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

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

ARTICLE 13. CONTRACT ADMINISTRATOR

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

ARTICLE 14. NOTICE

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

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

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

Consultant: Shums Coda Associates, Inc.
Attn: Christine Godinez
57769 Stoneridge Mall Road, Suite 150
Pleasanton, CA 94588
Phone: 925-463-0651
Email: marketing@shumscoda.com

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by Email, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery

date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by Email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by Email.

ARTICLE 15. GENERAL PROVISIONS

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

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

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

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

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

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

provide the Services.

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

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

I. COMPLIANCE WITH LAW. The Consultant specifically agrees and hereby warrants to the Town that in the performance of the Services, Consultant and anyone acting on Consultant's behalf, including but not limited to Consultant's subconsultants, will comply with all state, federal and local statutes, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this contract.

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

K. WAIVER. None of the provisions of this Contract shall be deemed to have been waived by any act or knowledge of any Party or its agent or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Consultant warrants to the Town that the Consultant and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Consultant acknowledges that a breach of this warranty by the Consultant or any of its subconsultants is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Consultant or any subconsultant who works on this Contract to ensure compliance with this warranty.

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

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

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

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

O. FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA. Consultant certifies to Town that it is not currently engaged in and agrees for the duration of the contract not to engage in Forced Labor of Ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394.

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

Q. LICENSES. Consultant shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Consultant and the Services.

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

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

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

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

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

ARTICLE 16. FUNDS APPROPRIATION

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 14 of this Contract at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

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

TOWN OF QUEEN CREEK:

Approval of Town Council:

Approval of Contract Administrator:

Julia Wheatley, Mayor

Bruce Gardner, Town Manager

ATTEST:

Maria Gonzalez, Town Clerk

REVIEWED AS TO FORM:

Dickinson Wright PLLC
Town Attorneys

CONSULTANT: SHUMS CODA ASSOCIATES, INC.

Name

Title

EXHIBIT A

INSURANCE REQUIREMENTS

1.1 Insurance Requirements

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

1.2 Minimum Scope and Limits of Insurance

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

1.2.1 Commercial General Liability (CGL) – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$500,000 |
| • Personal and Advertising Injury | \$500,000 |
| • Damage to Rented Premises | \$25,000 |
| • Each Occurrence | \$500,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.

1.2.2 Business Automobile Liability

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

- Combined Single Limit (CSL) \$500,000

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

1.2.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$500,000
 - Disease – Each Employee \$500,000
 - Disease – Policy Limit \$500,000

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

1.2.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an

extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

1.3 Additional Insurance Requirements

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

1.3.1 The Consultant's policies, as applicable, shall stipulate that the insurance afforded the Consultant shall be primary and that any insurance carried by the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees shall be excess and not contributory insurance.

1.3.2 Insurance provided by the Consultant shall not limit the Consultant's liability assumed under the indemnification provisions of this Contract.

1.4 Notice of Cancellation

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

1.5 Acceptability of Insurers

Insurers shall have an "A.M. Best" rating of not less than A- VII. The Town of Queen Creek in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

1.6 Verification of Coverage

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

1.6.1 All such certificates of insurance and policy endorsements must be received by the Town of Queen Creek before work commences. The Town of Queen Creek's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

- 1.6.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.6.3 All certificates required by this Contract shall be sent directly to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov. **The Town of Queen Creek project/contract number and project description shall be noted on the certificate of insurance.** The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.7 Subconsultants

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

1.8 Approval and Modifications

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

1.9 Exceptions

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

EXHIBIT B

SCOPE OF SERVICES

1. **Description:** The Contractor will be responsible for Building Plan Review Services, Building Inspection services, and as needed Permit Technician Services in accordance with the details outlined in the Required Services section of this Scope of Services, to the satisfaction of the Town Manager or designee. The awarded contractor(s) will perform applicable functions as an extension of the Town staff and will follow all Town codes, ordinances, procedures, policies and directives related to the services provided.

The contractor must be qualified to perform residential, industrial, and commercial, electronic plan review work necessary to establish compliance with code requirements based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

The Contractor must be qualified to perform commercial, industrial, and residential building inspections on assigned construction projects for compliance with code requirements based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

Note: Individuals within the Contractor's firm who perform commercial, industrial, or residential plan review or building inspection functions shall hold a current, relevant, professional certification from a nationally recognized code development organization. The respective plan reviewer or inspector must have a minimum of five (5) years of commercial, industrial, or residential plan review or building inspection experience.

2. **Required Services:**

- a. Building Plan Review Services:

- i. Pick-up/deliver documents or related materials from the Town on a daily basis or as required.
 - ii. Conduct comprehensive, thorough and accurate electronic plan reviews of building designs as defined by drawings, specifications,

structural and design calculations, and reports including, but not limited to, site reports, soil investigations and compaction test reports. Also, perform rechecks of corrected plans and plan changes until the plans and related construction documents are substantially correct and complete. Compliance with code is determined based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

- iii. Electronically notify the applicant of the need for plan corrections and provide a means of communication with the applicant, including convenient meetings, toll free telephone exchange of communications, and availability of cost-free parking facilities at Contractor's place of business.
- iv. Review application package and identify to the applicant, on a correction list, items such as illegal lot status, insufficient setbacks, and easements for open space.
- v. Consult with the Town Building Official and/or the designer of the proposed project at their request in order to facilitate necessary corrections by the designer of the calculations, drawings, and specifications.
- vi. Approved plans shall be identified as being approved.
- vii. Maintain records related to plans reviewed.
- viii. Respond to telephone inquiries about code requirements and plan review procedures relating to assigned projects. These inquiries may relate to plan reviews currently in-process by the Contractor or may relate to plans review inquiries while the construction is still in progress. These telephone inquiries may be made directly to the Contractor's place of business or to the Contractor's plan reviewer(s) on the days they are present at the Town office. The Contractor shall provide a toll-free telephone number for applicants.
- ix. When requested, provide personnel to perform plan reviews "in house" within the Town Development Services Department. In this case the Town will provide a work area, phone, and computer.

- x. When requested perform plan reviews via a Town provided Electronic Plan Review (EPR) system and record all plan review corrections items within the EPC system.
 - xi. The Contractor shall provide a detailed square footage accounting for each building in a breakdown ordered by occupancy classification and provide a total building area for each building.
 - xii. The Contractor shall complete the “app specific info” field in Accela including occupancy classification, total occupant load, type of construction, and water meter size,
 - xiii. Procedural, administrative, or code related errors must be corrected by the Contractor at the Contractor’s expense and shall not be compensated or invoiced to the Town.
- b. Building Inspection Services:
- i. Report to the Town Building Inspection Section at the beginning of and prior to the end of each regular work day to complete the required paperwork and update inspection results with the town’s electronic inspection tracking system.
 - ii. Review assigned project plans for compliance with code requirements and discrepancies after permit issuance. Compliance with code or identification of discrepancies is based on the currently adopted code version with local amendments of the Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.
 - iii. The Contractor must notify Town Representative and project contractor/representative of any discrepancies. Notification of discrepancies is required to be posted in the associated record within the Accela permit and inspection system. Each contract inspector must identify themselves in the record along with the contact phone number of the contract inspector. All inspection results must be posted in the Accela record in a timely manner as determined by the building official.
 - iv. Inspect commercial, industrial, or residential buildings during various stages of construction such as foundations, concrete, steel, masonry, framing, plastering, tenant improvements, final inspections or a large variety of other complex and routine building system elements to

ensure compliance with Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

- v. Coordinate inspection activities with other Town departments and divisions; confer with architects, engineers, contractors and superintendents in the field and office.
- vi. The Contractor shall provide the inspector(s) with a cell phone, hand tools, code books, any safety equipment required by assigned project or any Town, state or federal laws or ordinances and a vehicle insured per Town requirements when performing inspection services on behalf of the Town.
- vii. Inspectors shall respond to telephone inquiries about code requirements and inspection procedures relating to assigned projects. These inquiries may relate to current inspections in process by the Contractor or may relate to inspections which have been completed but when the construction is still in progress.
- viii. Contractor is to use existing written Town correction notices or other forms and shall follow all policies and procedures for the Town's inspection section.
- ix. All assigned inspections must be performed within the inspection day scheduled for the inspection.
- x. Procedural, administrative, or code related errors must be corrected by the contractor at the contractor's expense and shall not be compensated or invoiced to the Town.

c. Permit Technician Services:

Building Safety Division administrative and technical processing of building construction projects. Includes receiving and processing electronic project plan submittal documents and coordinating the processing of plan reviews and building permits.

Example of Duties:

- i. Receive and enter electronic plan submittals for Building Safety and Planning projects.

- ii. Coordinate submittal processing and routing electronic plan submittals.
- iii. Communicate with customers regarding the status of their electronic plans and permits; answer status checks by telephone, email.
- iv. Miscellaneous administrative duties associated with the building safety division processes.
- v. Process building permit information accurately and thoroughly including complete data entry of all permits to include classification, occupancy load, square footages and permit and development fees.
- vi. Talk to customers and assess their scope of work to provide all information needed to help customers meet their needs while maintaining Town standards.
- vii. Collect electronic corrections from all departments and prepare them for return to applicant. This includes gathering all electronic plans and comments, compiling fees that are due, preparing transmittals, recording notifications to applicants.

3. **Time Limits for Performance:** The maximum plan review turnaround times (working days with a five day work week excluding Town holidays) for initial review, rechecks and completion of lists of corrections shall be as follows:

TYPE OF PLAN	NUMBER OF WORKING DAYS		
	INITIAL REVIEW	RECHECK	EXPEDITED (Initial/Recheck)
Residential, including additions and/or accessory buildings	5-10	5	5/3
Single Family Dwelling	5-10	5	5/3
Multi-Family (3 Units or More)	5-10	5	5/3
Commercial Buildings ≤ 75,000 SF	10	5	5/3
Commercial Buildings > 75,000 SF ≤ 150,000 SF	10	5	5/3
Commercial Buildings > 150,000 SF	15	8	8/4
Warehouse > 150,000 SF ≤ 500,000 SF	20	10	10/5
Warehouse > 500,000 SF ≤ 1,000,000 SF	30	15	15/7

Fire Protection	5-10	5	5/3
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Note: The above times do not include the date on which the plans(s) are electronically submitted to contractor.

4. **Distribution of Work:** The Town intends to distribute work (not necessarily in the order listed), based on the Contractor's: capability to do the work, quality of prior work, personnel qualifications, and cost. Among the selected Respondent(s), the Town reserves the right to send specific types of plan review or inspection work such as residential, commercial or industrial projects to the Respondent based on the factors listed, and which is in the best interest of the Town.

5. **Conflicts:** Contractor(s) shall abide by the Conflict of Interest laws of the State, by Conflict of Interest requirements of the RFP, and by the following Conflict of Interest Code:
 - a. Contractor shall not knowingly recommend approval of designs or inspections of designs or methods of construction that do not meet Town codes, ordinances and standards without prior approval from the Town Building Official. The Town Building Official may reject any recommendations.
 - b. Contractor shall not accept for plan review or inspection services from other designers or developers where past relationships between designers or developers, either friendly or hostile, could lead to doubt of objectivity in the process.
 - c. Contractor shall not provide plan reviews or inspections where the drawings have been prepared for a developer who is or has been a client of the contractor on other projects within the past year.
 - d. Within three (3) months subsequent to plan review or inspection or planner work for a developer, Contractor shall not undertake plan review or inspection work for that developer.
 - e. Contractor shall not use its position as plan reviewer, inspector to further its own interest or use knowledge gained in the process to the disadvantage of the designer of the building plans, nor use this knowledge to create an unfair advantage for the contractor over the designer of the building plans.

6. **Contractor Location:** Respondents who do not have an office within the Town must address and clearly demonstrate (within their written proposal response) alternate plan review arrangements, including, but not limited to how they propose to provide the following:
 - a. Cost-free mail usage for pick-up and delivery of plans to both the applicants and the Town, and the convenience or ease of access between the applicant and the Town.
 - b. Toll-free phone usage, number of toll-free line, etc. for discussion of corrections on plans or projects under construction by the applicant or by the Town.
 - c. Qualified personnel in sufficient number and frequency for the Contractor to cover assigned project plan review, inspection or planner workloads, answer plan review

or planning questions on specific projects being processed, or to answer questions relating to plan reviews or planning issues which have been completed, but where construction is still in progress.

7. **Additions/Deletions of Service:** The Town reserves the right to add and/or delete products and/or services. If additional services and/or products are required, prices for such additions will be negotiated between the Contractor and the Town.

EXHIBIT C - FEE SCHEDULE

Plan Review: Provide percentage of the Town's plan review fee:			
Line Item	Description	Unit of Measure	Percentage
1	Single-family residences, duplexes, garages and other related structures	Each	65.0%
2	Multiple residences (apartments, condominiums)	Each	65.0%
3	Commercial/Industrial buildings and other related structures	Each	65.0%
4	Expedited Commercial/Industrial buildings	Each	90.0%

Plan Review: Provide separate hourly rates for the Town's plan review fee:			
Line Item	Description	Unit of Measure	Unit Cost
5	Single-family residences, duplexes, garages and other related structures	Hourly Rate	\$110.00
6	Multiple residences (apartments, condominiums)	Hourly Rate	\$110.00
7	Commercial/Industrial buildings and other related structures	Hourly Rate	\$110.00
8	Expedited Commercial/Industrial buildings	Hourly Rate	\$165.00

Building Inspections:			
Line Item	Description	Unit of Measure	Unit Cost
9	Single-family residences, duplexes, garages and other related structures	Hourly Rate	\$80.00
10	Multiple residences (apartments, condominiums)	Hourly Rate	\$90.00
11	Commercial/Industrial buildings and other related structures	Hourly Rate	\$100.00

Additional As-Needed Services:			
Line Item	Description	Unit of Measure	Unit Cost
12	As-Needed Permit Technician Services	Hourly Rate	\$55.00
13	Additional requested services when the request is for a period of four weeks or more working 8 hours a day	Hourly Rate	\$55.00

**EXHIBIT A
TOWN OF QUEEN CREEK
PROFESSIONAL SERVICES CONTRACT**

TOWN CONTRACT # _____

This Contract is made and entered into effective as of the 19th day of July, 2023 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and AZ Code Consultants, LLC, a limited liability company ("Consultant"). Town and Consultant may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Town issued a Request for Proposal for Building Safety Plan Review and Inspection Services, RFP No. 23-020, (hereinafter "the RFP"); and,

WHEREAS, Consultant submitted a response to the RFP on or before May 2, 2023 ("Response"); and,

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

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

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

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

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

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

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

Consultant shall provide the services described in the Scope of Services attached hereto as Exhibit B (the "Services"). All work will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for defective, non-complying, improper, negligent or inadequate services rendered pursuant to this Contract.

ARTICLE 2. FEES

1. Consultant shall be paid according to the schedule set forth in Exhibit C.
2. Monthly payments may be made to Consultant on the basis of a progress report

prepared and submitted by Consultant for the work completed through the last day of the preceding calendar month. The Town reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall include with each invoice delivered to the Town such documentation as the Contract Administrator may require to make its determination of work performed and payment due and any such determination by the Town shall be for the purpose of payment and shall not be deemed an approval of any portion of the Services or a waiver of any of the Town's rights hereunder.

3. If for any reason the Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the Town may withhold from payment due to the Consultant such amounts as are necessary to protect the Town's position for the purpose of set-off until such time as the exact amount of damages due to the Town from Consultant is agreed to by the parties in writing, or is determined by a court of competent jurisdiction.

ARTICLE 3. TERM OF CONTRACT

1. This Contract shall be in full force and effect when approved by the Town Council of Queen Creek, Arizona and signed by the Queen Creek Mayor as attested by the Town Clerk.

2. The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award. The Town has the option, in the Town's sole discretion to renew the Contract for four (4) additional one year periods. If the Contract is renewed, the total length of the Contract shall not exceed five (5) years. Any of the one (1) year Contracts may be unilaterally extended by the Town for a period of thirty-one (31) days.

3. Price Adjustment: The Town of Queen Creek Purchasing Office will review fully documented requests for a price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Town of Queen Creek Purchasing Office will determine, through competitive market research, trade publications, independent price indexes, and/or other means, whether the requested price increase or an alternative option, is in the best interest of the Town. A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.

ARTICLE 4. TERMINATION OF CONTRACT

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

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

3. Upon such termination, the Consultant shall immediately deliver to the Town any and all documents or work product generated by the Consultant under the Contract

(collectively, the "Work Product"), together with all unused material supplied by the Town, applicable to the Services being terminated. Consultant shall be responsible only for such portion of the work as has been completed and accepted by the Town. Use of incomplete data by the Town shall be the Town's sole responsibility.

4. Upon receipt of notice of termination, Consultant shall apprise the Town of the Services it has completed but has not yet been paid for and shall submit the Services and appraisal to the Contract Administrator for evaluation.

5. The Consultant shall receive as compensation in full for Services performed and approved by the Contract Administrator to the date of such termination, a fee for the percentage of Services actually completed and accepted by the Town. This fee shall be in an amount to be mutually agreed-upon by the Consultant and the Town, based upon the Scope of Work set forth in Exhibit B and the payment schedule set forth in Article 2 of this Contract. If mutual agreement between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Work and the amount of compensation Consultant is entitled to for such work, and the Contract Administrator's determination in this regard shall be final. The Town shall make such final payment within 60 days after the latest of: (i) Consultant's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Consultant's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

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

shall warrant all Services including work delegated to such subconsultants or professional associates.

ARTICLE 7. COMPLETENESS AND ACCURACY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

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

Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto.

ARTICLE 9. INDEMNIFICATION

1. To the fullest extent permitted by law, the Consultant shall, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subconsultant. The Consultant's duty to, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Consultant or anyone for whose acts the Consultant may be legally liable. It is the specific intention of the Parties that the Indemnitee shall be indemnified by Consultant only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such consultant, subconsultant or design professional or other persons employed or used by such consultant, subconsultant or design professional in the performance of the contract or subcontract. The Consultant will be

responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

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

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

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

ARTICLE 10. INSURANCE

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

ARTICLE 11. WARRANTIES

1. The Consultant shall be responsible for and shall and hereby does warrant that all Services provided shall: (i) be of good quality; (ii) be provided by properly trained, qualified, and licensed workers, subconsultants, and/or subvendors; (iii) conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects; (v) be appropriate for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statutes and/or codes that apply thereto, including, without limitation, all federal, state, county, and Town rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Consultant's warranties running in favor of the Town under this Contract.

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

ARTICLE 12. DISCLOSURES BY CONSULTANT.

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

2. The Consultant hereby warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit

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

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

ARTICLE 13. CONTRACT ADMINISTRATOR

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

ARTICLE 14. NOTICE

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

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

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

Consultant: AZ Code Consultants, LLC
Attn: Hubert Stone
3707 E. Sothern Avenue, Suite 1099
Mesa, AZ 85206
Phone: 602-292-1817
Email: bertstone@azcodeconsultants.com

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by Email, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery

date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by Email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by Email.

ARTICLE 15. GENERAL PROVISIONS

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

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

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

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

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

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

provide the Services.

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

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

I. COMPLIANCE WITH LAW. The Consultant specifically agrees and hereby warrants to the Town that in the performance of the Services, Consultant and anyone acting on Consultant's behalf, including but not limited to Consultant's subconsultants, will comply with all state, federal and local statutes, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this contract.

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

K. WAIVER. None of the provisions of this Contract shall be deemed to have been waived by any act or knowledge of any Party or its agent or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Consultant warrants to the Town that the Consultant and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Consultant acknowledges that a breach of this warranty by the Consultant or any of its subconsultants is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Consultant or any subconsultant who works on this Contract to ensure compliance with this warranty.

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

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

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

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

O. FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA . Consultant certifies to Town that it is not currently engaged in and agrees for the duration of the contract not to engage in Forced Labor of Ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394.

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

Q. LICENSES. Consultant shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Consultant and the Services.

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

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

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

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

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

ARTICLE 16. FUNDS APPROPRIATION

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 14 of this Contract at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TOWN OF QUEEN CREEK:

Approval of Town Council:

Approval of Contract Administrator:

Julia Wheatley, Mayor

Bruce Gardner, Town Manager

ATTEST:

Maria Gonzalez, Town Clerk

REVIEWED AS TO FORM:

Dickinson Wright PLLC
Town Attorneys

CONSULTANT: AZ CODE CONSULTANTS, LLC

Name

Title

EXHIBIT A

INSURANCE REQUIREMENTS

1.1 Insurance Requirements

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

1.2 Minimum Scope and Limits of Insurance

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

1.2.1 Commercial General Liability (CGL) – Occurrence Form

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

- | | |
|---|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$500,000 |
| • Personal and Advertising Injury | \$500,000 |
| • Damage to Rented Premises | \$25,000 |
| • Each Occurrence | \$500,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.

1.2.2 Business Automobile Liability

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

- Combined Single Limit (CSL) \$500,000

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

1.2.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$500,000
 - Disease – Each Employee \$500,000
 - Disease – Policy Limit \$500,000

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

1.2.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an

extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

1.3 Additional Insurance Requirements

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

1.3.1 The Consultant's policies, as applicable, shall stipulate that the insurance afforded the Consultant shall be primary and that any insurance carried by the Town of Queen Creek, and its departments, boards, commissions, officers, officials, agents, and employees shall be excess and not contributory insurance.

1.3.2 Insurance provided by the Consultant shall not limit the Consultant's liability assumed under the indemnification provisions of this Contract.

1.4 Notice of Cancellation

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

1.5 Acceptability of Insurers

Insurers shall have an "A.M. Best" rating of not less than A- VII. The Town of Queen Creek in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

1.6 Verification of Coverage

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

1.6.1 All such certificates of insurance and policy endorsements must be received by the Town of Queen Creek before work commences. The Town of Queen Creek's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

- 1.6.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.6.3 All certificates required by this Contract shall be sent directly to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov. **The Town of Queen Creek project/contract number and project description shall be noted on the certificate of insurance.** The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.7 Subconsultants

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

1.8 Approval and Modifications

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

1.9 Exceptions

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

EXHIBIT B

SCOPE OF SERVICES

1. **Description:** The Contractor will be responsible for Building Plan Review Services, Building Inspection services, and as needed Permit Technician Services in accordance with the details outlined in the Required Services section of this Scope of Services, to the satisfaction of the Town Manager or designee. The awarded contractor(s) will perform applicable functions as an extension of the Town staff and will follow all Town codes, ordinances, procedures, policies and directives related to the services provided.

The contractor must be qualified to perform residential, industrial, and commercial, electronic plan review work necessary to establish compliance with code requirements based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

The Contractor must be qualified to perform commercial, industrial, and residential building inspections on assigned construction projects for compliance with code requirements based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

Note: Individuals within the Contractor's firm who perform commercial, industrial, or residential plan review or building inspection functions shall hold a current, relevant, professional certification from a nationally recognized code development organization. The respective plan reviewer or inspector must have a minimum of five (5) years of commercial, industrial, or residential plan review or building inspection experience.

2. **Required Services:**

- a. Building Plan Review Services:

- i. Pick-up/deliver documents or related materials from the Town on a daily basis or as required.
 - ii. Conduct comprehensive, thorough and accurate electronic plan reviews of building designs as defined by drawings, specifications,

structural and design calculations, and reports including, but not limited to, site reports, soil investigations and compaction test reports. Also, perform rechecks of corrected plans and plan changes until the plans and related construction documents are substantially correct and complete. Compliance with code is determined based on the currently adopted Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

- iii. Electronically notify the applicant of the need for plan corrections and provide a means of communication with the applicant, including convenient meetings, toll free telephone exchange of communications, and availability of cost-free parking facilities at Contractor's place of business.
- iv. Review application package and identify to the applicant, on a correction list, items such as illegal lot status, insufficient setbacks, and easements for open space.
- v. Consult with the Town Building Official and/or the designer of the proposed project at their request in order to facilitate necessary corrections by the designer of the calculations, drawings, and specifications.
- vi. Approved plans shall be identified as being approved.
- vii. Maintain records related to plans reviewed.
- viii. Respond to telephone inquiries about code requirements and plan review procedures relating to assigned projects. These inquiries may relate to plan reviews currently in-process by the Contractor or may relate to plans review inquiries while the construction is still in progress. These telephone inquiries may be made directly to the Contractor's place of business or to the Contractor's plan reviewer(s) on the days they are present at the Town office. The Contractor shall provide a toll-free telephone number for applicants.
- ix. When requested, provide personnel to perform plan reviews "in house" within the Town Development Services Department. In this case the Town will provide a work area, phone, and computer.

- x. When requested perform plan reviews via a Town provided Electronic Plan Review (EPR) system and record all plan review corrections items within the EPC system.
 - xi. The Contractor shall provide a detailed square footage accounting for each building in a breakdown ordered by occupancy classification and provide a total building area for each building.
 - xii. The Contractor shall complete the “app specific info” field in Accela including occupancy classification, total occupant load, type of construction, and water meter size,
 - xiii. Procedural, administrative, or code related errors must be corrected by the Contractor at the Contractor’s expense and shall not be compensated or invoiced to the Town.
- b. Building Inspection Services:
- i. Report to the Town Building Inspection Section at the beginning of and prior to the end of each regular work day to complete the required paperwork and update inspection results with the town’s electronic inspection tracking system.
 - ii. Review assigned project plans for compliance with code requirements and discrepancies after permit issuance. Compliance with code or identification of discrepancies is based on the currently adopted code version with local amendments of the Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.
 - iii. The Contractor must notify Town Representative and project contractor/representative of any discrepancies. Notification of discrepancies is required to be posted in the associated record within the Accela permit and inspection system. Each contract inspector must identify themselves in the record along with the contact phone number of the contract inspector. All inspection results must be posted in the Accela record in a timely manner as determined by the building official.
 - iv. Inspect commercial, industrial, or residential buildings during various stages of construction such as foundations, concrete, steel, masonry, framing, plastering, tenant improvements, final inspections or a large variety of other complex and routine building system elements to

ensure compliance with Building, Mechanical, Electrical, Plumbing, Fuel Gas, Fire, and Energy Conservation Codes including all other applicable codes, policies and ordinances as adopted by the Town, as well as (ADA) accessibility requirements, and other applicable regulations of the State or Federal government.

- v. Coordinate inspection activities with other Town departments and divisions; confer with architects, engineers, contractors and superintendents in the field and office.
- vi. The Contractor shall provide the inspector(s) with a cell phone, hand tools, code books, any safety equipment required by assigned project or any Town, state or federal laws or ordinances and a vehicle insured per Town requirements when performing inspection services on behalf of the Town.
- vii. Inspectors shall respond to telephone inquiries about code requirements and inspection procedures relating to assigned projects. These inquiries may relate to current inspections in process by the Contractor or may relate to inspections which have been completed but when the construction is still in progress.
- viii. Contractor is to use existing written Town correction notices or other forms and shall follow all policies and procedures for the Town's inspection section.
- ix. All assigned inspections must be performed within the inspection day scheduled for the inspection.
- x. Procedural, administrative, or code related errors must be corrected by the contractor at the contractor's expense and shall not be compensated or invoiced to the Town.

c. Permit Technician Services:

Building Safety Division administrative and technical processing of building construction projects. Includes receiving and processing electronic project plan submittal documents and coordinating the processing of plan reviews and building permits.

Example of Duties:

- i. Receive and enter electronic plan submittals for Building Safety and Planning projects.

- ii. Coordinate submittal processing and routing electronic plan submittals.
- iii. Communicate with customers regarding the status of their electronic plans and permits; answer status checks by telephone, email.
- iv. Miscellaneous administrative duties associated with the building safety division processes.
- v. Process building permit information accurately and thoroughly including complete data entry of all permits to include classification, occupancy load, square footages and permit and development fees.
- vi. Talk to customers and assess their scope of work to provide all information needed to help customers meet their needs while maintaining Town standards.
- vii. Collect electronic corrections from all departments and prepare them for return to applicant. This includes gathering all electronic plans and comments, compiling fees that are due, preparing transmittals, recording notifications to applicants.

3. **Time Limits for Performance:** The maximum plan review turnaround times (working days with a five day work week excluding Town holidays) for initial review, rechecks and completion of lists of corrections shall be as follows:

TYPE OF PLAN	NUMBER OF WORKING DAYS		
	INITIAL REVIEW	RECHECK	EXPEDITED (Initial/Recheck)
Residential, including additions and/or accessory buildings	5-10	5	5/3
Single Family Dwelling	5-10	5	5/3
Multi-Family (3 Units or More)	5-10	5	5/3
Commercial Buildings ≤ 75,000 SF	10	5	5/3
Commercial Buildings > 75,000 SF ≤ 150,000 SF	10	5	5/3
Commercial Buildings > 150,000 SF	15	8	8/4
Warehouse > 150,000 SF ≤ 500,000 SF	20	10	10/5

Warehouse > 500,000 SF ≤ 1,000,000 SF	30	15	15/7
Fire Protection	5-10	5	5/3

Note: The above times do not include the date on which the plans(s) are electronically submitted to contractor.

4. **Distribution of Work:** The Town intends to distribute work (not necessarily in the order listed), based on the Contractor's: capability to do the work, quality of prior work, personnel qualifications, and cost. Among the selected Respondent(s), the Town reserves the right to send specific types of plan review or inspection work such as residential, commercial or industrial projects to the Respondent based on the factors listed, and which is in the best interest of the Town.

5. **Conflicts:** Contractor(s) shall abide by the Conflict of Interest laws of the State, by Conflict of Interest requirements of the RFP, and by the following Conflict of Interest Code:
 - a. Contractor shall not knowingly recommend approval of designs or inspections of designs or methods of construction that do not meet Town codes, ordinances and standards without prior approval from the Town Building Official. The Town Building Official may reject any recommendations.
 - b. Contractor shall not accept for plan review or inspection services from other designers or developers where past relationships between designers or developers, either friendly or hostile, could lead to doubt of objectivity in the process.
 - c. Contractor shall not provide plan reviews or inspections where the drawings have been prepared for a developer who is or has been a client of the contractor on other projects within the past year.
 - d. Within three (3) months subsequent to plan review or inspection or planner work for a developer, Contractor shall not undertake plan review or inspection work for that developer.
 - e. Contractor shall not use its position as plan reviewer, inspector to further its own interest or use knowledge gained in the process to the disadvantage of the designer of the building plans, nor use this knowledge to create an unfair advantage for the contractor over the designer of the building plans.

6. **Contractor Location:** Respondents who do not have an office within the Town must address and clearly demonstrate (within their written proposal response) alternate plan review arrangements, including, but not limited to how they propose to provide the following:
 - a. Cost-free mail usage for pick-up and delivery of plans to both the applicants and the Town, and the convenience or ease of access between the applicant and the Town.

- b. Toll-free phone usage, number of toll-free line, etc. for discussion of corrections on plans or projects under construction by the applicant or by the Town.
 - c. Qualified personnel in sufficient number and frequency for the Contractor to cover assigned project plan review, inspection or planner workloads, answer plan review or planning questions on specific projects being processed, or to answer questions relating to plan reviews or planning issues which have been completed, but where construction is still in progress.
7. **Additions/Deletions of Service:** The Town reserves the right to add and/or delete products and/or services. If additional services and/or products are required, prices for such additions will be negotiated between the Contractor and the Town.

EXHIBIT C - FEE SCHEDULE

Plan Review: Provide percentage of the Town's plan review fee:			
Line Item	Description	Unit of Measure	Percentage
1	Single-family residences, duplexes, garages and other related structures	Each	50.0%
2	Multiple residences (apartments, condominiums)	Each	60.0%
3	Commercial/Industrial buildings and other related structures	Each	65.0%
4	Expedited Commercial/Industrial buildings	Each	75.0%

Plan Review: Provide separate hourly rates for the Town's plan review fee:			
Line Item	Description	Unit of Measure	Percentage
5	Single-family residences, duplexes, garages and other related structures	Hourly Rate	\$85.00
6	Multiple residences (apartments, condominiums)	Hourly Rate	\$85.00
7	Commercial/Industrial buildings and other related structures	Hourly Rate	\$85.00
8	Expedited Commercial/Industrial buildings	Hourly Rate	\$85.00

Building Inspections:			
Line Item	Description	Unit of Measure	Percentage
9	Single-family residences, duplexes, garages and other related structures	Hourly Rate	\$85.00
10	Multiple residences (apartments, condominiums)	Hourly Rate	\$85.00
11	Commercial/Industrial buildings and other related structures	Hourly Rate	\$85.00

Additional As-Needed Services			
Line Item	Description	Unit of Measure	Percentage
12	As-Needed Permit Technician Services	Hourly Rate	\$55.00
13	Additional requested services when the request is for a period of four weeks or more working 8 hours a day	Hourly Rate	\$75.00



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARIA GONZALEZ MMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE RECOMMENDATION OF APPROVAL ON A NEW SERIES 012 RESTAURANT LIQUOR LICENSE APPLICATION SUBMITTED BY KIMBERLEE ANN MALLERY ON BEHALF OF THE BISTRO QUEEN CREEK LOCATED AT 22721 S ELLSWORTH, #107, QUEEN CREEK.

DATE: July 19, 2023

Suggested Action:

To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control on a new Series 012 Restaurant Liquor License application submitted by Kimberlee Ann Mallery on behalf of The Bistro Queen Creek located at 22721 S Ellsworth, #107, Queen Creek.

Discussion:

The Town Clerk's Office received a liquor license application for a new Series 012 Restaurant Liquor License application submitted by Kimberlee Ann Mallery on behalf of The Bistro Queen Creek located at 22721 S Ellsworth, #107, Queen Creek.

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

Public notice was posted for the required 20-day period (May 23, 2023 - June 12, 2023) in accordance with the Arizona Department of Liquor License and Control posting requirement. No comments or protests from the public were received thus far. The Queen Creek Police Department was provided with a copy of the application for interview / investigation and there is no information which would prevent or disqualify The Bistro Queen Creek from approval to move forward with licensing.

Fiscal Impact:

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

Alternatives:

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

Attachment(s):

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

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

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

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

State of Arizona
Department of Liquor Licenses and Control

Created 05/19/2023 @ 11:39:43 AM

Local Governing Body Report

LICENSE

Number: _____ Type: 012 RESTAURANT
Name: THE BISTRO QUEEN CREEK
State: Pending
Issue Date: _____ Expiration Date: _____
Original Issue Date: _____
Location: 22721 S ELLSWORTH ROAD
 #107
 QUEEN CREEK, AZ 85142
 USA
Mailing Address: 1000 W VINEYARD PLAINS DRIVE
 SAN TAN VALLEY, AZ 85143
 USA
Phone: (480)987-6874
Alt. Phone: (541)410-0899
Email: THEMALLERYS@GMAIL.COM

AGENT

Name: KIMBERLEE ANN MALLERY
Gender: Female
Correspondence Address: 1000 W VINEYARD PLAINS DRIVE
 SAN TAN VALLEY, AZ 85143
 USA
Phone: (541)410-0899
Alt. Phone: _____
Email: THEMALLERYS@GMAIL.COM

OWNER

Name: MALLERY FOOD GROUP LLC
Contact Name: KIMBERLEE ANN MALLERY
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23505080 State of Incorporation: AZ
Incorporation Date: 03/23/2023
Correspondence Address: 1000 W VINEYARD PLAINS DRIVE
 SAN TAN VALLEY, AZ 85143
 USA
Phone: (541)410-0899
Alt. Phone: _____
Email: THEMALLERYS@GMAIL.COM

Officers / Stockholders

Name:
KIMBERLEE ANN MALLERY

Title:
Manager MBR

% Interest:
100.00

MALLERY FOOD GROUP LLC - Manager MBR

Name: KIMBERLEE ANN MALLERY
Gender: Female
Correspondence Address: 1000 W VINEYARD PLAINS DRIVE
SAN TAN VALLEY, AZ 85143
USA
Phone: (541)410-0899
Alt. Phone:
Email: THEMALLERYYS@GMAIL.COM

MANAGERS

Name: KIMBERLEE ANN MALLERY
Gender: Female
Correspondence Address: 1000 W VINEYARD PLAINS DRIVE
SAN TAN VALLEY, AZ 85143
USA
Phone: (541)410-0899
Alt. Phone:
Email: THEMALLERYYS@GMAIL.COM

APPLICATION INFORMATION

Application Number: 244795
Application Type: New Application
Created Date: 04/23/2023 *Chay*

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
if over 5 days late a 5% late fee
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes

- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$125,000 owed to Blake Mastyk
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
Contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
Breakfast and lunch counter service cafe

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	20230423_203503.jpg	04/23/2023
QUESTIONNAIRE	20230423_203514.jpg	04/23/2023
QUESTIONNAIRE	20230423_203447.jpg	04/23/2023
RESTAURANT OPERATION PLAN	20230423_203622.jpg	04/23/2023
RESTAURANT OPERATION PLAN	20230423_203633.jpg	04/23/2023
RECORDS REQUIRED FOR AUDIT	20230423_203604.jpg	04/23/2023
RECORDS REQUIRED FOR AUDIT	20230423_203552.jpg	04/23/2023
MENU	20230423_203316.jpg	04/23/2023
MENU	20230423_203239.jpg	04/23/2023
MENU	20230423_203153.jpg	04/23/2023
DIAGRAM/FLOOR PLAN	20230423_202935.jpg	04/23/2023
INTERIM PERMIT (INP) NOTARY PAGE	20230423_203046.jpg	04/23/2023
	questionnaire1.jpg	05/02/2023
	questionnaire2.jpg	05/02/2023
	diagram.jpg	05/02/2023
	alien1.jpg	05/02/2023
	alien2.jpg	05/02/2023
	alien3.jpg	05/02/2023
	frontID.jpg	05/02/2023
	backID.jpg	05/02/2023
	basiccert.jpg	05/02/2023
	managercert.jpg	05/02/2023
	employment.jpg	05/03/2023

State of Arizona
Department of Liquor Licenses and Control

Created 05/19/2023 @ 11:38:53 AM

Local Governing Body Report

LICENSE

Number:	INP070023759	Type:	INP INTERIM PERMIT
Name:	THE BISTRO QUEEN CREEK		
State:	Active		
Issue Date:	05/19/2023	Expiration Date:	09/01/2023
Original Issue Date:	05/19/2023		
Location:	22721 S ELLSWORTH ROAD #107 QUEEN CREEK, AZ 85142 USA		
Mailing Address:	1000 W VINEYARD PLAINS DRIVE SAN TAN VALLEY, AZ 85143 USA		
Phone:	(480)987-6874		
Alt. Phone:	(541)410-0899		
Email:	THEMALLERYS@GMAIL.COM		

AGENT

Name:	KIMBERLEE ANN MALLERY
Gender:	Female
Correspondence Address:	1000 W VINEYARD PLAINS DRIVE SAN TAN VALLEY, AZ 85143 USA
Phone:	(541)410-0899
Alt. Phone:	
Email:	THEMALLERYS@GMAIL.COM

OWNER

Name:	MALLERY FOOD GROUP LLC		
Contact Name:	KIMBERLEE ANN MALLERY		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23505080	State of Incorporation:	AZ
Incorporation Date:	03/23/2023		
Correspondence Address:	1000 W VINEYARD PLAINS DRIVE SAN TAN VALLEY, AZ 85143 USA		
Phone:	(541)410-0899		
Alt. Phone:			
Email:	THEMALLERYS@GMAIL.COM		

Officers / Stockholders

Name:
KIMBERLEE ANN MALLERY

Title:
Manager MBR

% Interest:
100.00

MALLERY FOOD GROUP LLC - Manager MBR

Name: KIMBERLEE ANN MALLERY
Gender: Female
Correspondence Address: 1000 W VINEYARD PLAINS DRIVE
SAN TAN VALLEY, AZ 85143
USA
Phone: (541)410-0899
Alt. Phone:
Email: THEMALLERYSGMAIL.COM

MANAGERS

Name: KIMBERLEE ANN MALLERY
Gender: Female
Correspondence Address: 1000 W VINEYARD PLAINS DRIVE
SAN TAN VALLEY, AZ 85143
USA
Phone: (541)410-0899
Alt. Phone:
Email: THEMALLERYSGMAIL.COM

APPLICATION INFORMATION

Application Number: 244796
Application Type: New Application
Created Date: 04/23/2023 *Chay*

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location *12079938*
- 2) Is the license currently in use? *yes*
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page? *yes*



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

APPLICANT: The Bistro Queen Creek
APPLICATION #: 244795
INTERIM PERMIT #: INP070023759
INVESTIGATOR: Sgt. M. Erwin #1168

May 31, 2023

PARTIES/ENTITIES INVOLVED

Kimberlee Mallery-Agent/Owner
Mallery Food Group LLC

INVESTIGATION

A complete Arizona Department of Liquor Licenses and Control Questionnaire packet was received for The Bistro Queen Creek. The location is 22721 S Ellsworth Road #107, Queen Creek AZ 85142. The agent for the application is Kimberlee Mallery who is also the owner of the business. This premises is currently open and has an interim liquor permit #INP070023759 based of the existing license #12079938.

A review of the application materials was conducted in addition to history of all parties and entities named in application. No concerning information was disclosed in the questionnaire packet and in its background questions. There is no negative history or data associated with the entities and parties of The Bistro Queen Creek. All associated entities and parties are in good standing with the Corporation Commission.

The application includes a detailed floor plan, including entry/exits, and location of liquor storage. The restaurant has traditional tables as well as a breakfast type bar area. The premises has an attached outdoor patio. No concerns were noted for the layout and site plan.

A site visit was conducted on 05/25/23. The premises is currently open, serving patrons The liquor storage is located behind the bar as well as in the kitchen, accessible to only staff. The restaurants' primary items being sold is food for onsite consumption. The restaurant also includes a contiguous fenced outdoor patio. No concerns were noted during the site visit.

CONCLUSION

The investigation and review of the questionnaire submitted for The Bistro Queen Creek did not reveal any derogatory or negative information on the entities and parties involved. There is no information which would prevent or disqualify The Bistro Queen Creek from approval to move forward with licensing.



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARIA GONZALEZ MMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE RECOMMENDATION OF APPROVAL ON A NEW SERIES 012 RESTAURANT LIQUOR LICENSE APPLICATION SUBMITTED BY ANDREA DAHLMAN LEWKOWITZ ON BEHALF OF MOD PIZZA LOCATED AT 200 W COMBS ROAD, #107, QUEEN CREEK.

DATE: July 19, 2023

Suggested Action:

To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control on a new Series 012 Restaurant Liquor License application submitted by Andrea Dahlman Lewkowicz on behalf of MOD Pizza located at 200 W Combs Road, #107, Queen Creek.

Discussion:

The Town Clerk's Office received a liquor license application for a new Series 012 Restaurant Liquor License application submitted by Andrea Dahlman Lewkowicz on behalf of MOD Pizza located at 200 W Combs Road, #107, Queen Creek.

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

Public notice was posted for the required 20-day period (May 24, 2023 - June 13, 2023) in accordance with the Arizona Department of Liquor License and Control posting requirement. No comments or protests from the public were received thus far. The Queen Creek Police Department was provided with a copy of the application for interview / investigation and there is no information which would disqualify MOD Pizza from approval to move forward with licensing.

Fiscal Impact:

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

Alternatives:

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

Attachment(s):

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

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

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

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

State of Arizona
Department of Liquor Licenses and Control

Created 05/23/2023 @ 10:02:12 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MOD PIZZA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	200 W COMBS ROAD #107 QUEEN CREEK, AZ 85140 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(888)770-6637		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLAW.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

OWNER

Name: MOD SUPER FAST PIZZA LLC
 Contact Name: ANDREA LEWKOWITZ
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: R18994173 State of Incorporation: DE
 Incorporation Date: 02/28/2014
 Correspondence Address: 2600 N CENTRAL AVENUE
 #1775
 PHOENIX, AZ 85004
 USA
 Phone: (602)200-7222
 Alt. Phone:
 Email: ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
MOD SUPER FAST PIZZA INTERMEDIATE HOLDINGS II LLC	Member,Stockholder	100.00
RICHARD RAYMOND SEIDNER	012070011200	
BRIAN DAVID ROYSTON	12079900 & 12079906	
LAURA IVET YBARRA	SEE CASE NOTE	
JENNIFER LEE WILLIAMS	Multi- See Casenote	

MOD SUPER FAST PIZZA INTERMEDIATE HOLDINGS I LLC - Member,Stockholder

Name: MOD SUPER FAST PIZZA HOLDINGS LLC
 Contact Name: ANDREA LEWKOWITZ
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: 2600 N CENTRAL AVENUE
 #1775
 PHOENIX, AZ 85004
 USA
 Phone: (602)200-7222
 Alt. Phone:
 Email: ANDREA@LEWKLAW.COM

SIENNA GROUP LLC - Member,Stockholder

Name: JOURNEY PARTNERS LLC
 Contact Name: ANDREA LEWKOWITZ
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: 2600 N CENTRAL AVENUE
 #1775
 PHOENIX, AZ 85004
 USA
 Phone: (602)200-7222
 Alt. Phone:
 Email: ANDREA@LEWKLAW.COM

MOD SUPER FAST PIZZA LLC - 012070011200

Name: RICHARD RAYMOND SEIDNER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)326-1791
Alt. Phone:
Email: SOGGYPAW11@GMAIL.COM

MOD SUPER FAST PIZZA INTERMEDIATE HOLDINGS II LLC - Stockholder,Member

Name: MOD SUPER FAST PIZZA INTERMEDIATE HOLDINGS I LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MOD SUPER FAST PIZZA HOLDINGS LLC - Member,Stockholder

Name: MOD PWP BUYER LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MOD SUPER FAST PIZZA HOLDINGS LLC - CFO

Name: JOSHUA JOHN GUENSER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (425)750-4712
Alt. Phone:
Email: JOSH.GUENSER@MODPIZZA.COM

**MOD SUPER FAST PIZZA LLC -
Member,Stockholder**

Name: MOD SUPER FAST PIZZA INTERMEDIATE HOLDINGS II LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MOD SUPER FAST PIZZA LLC - SEE CASE NOTE

Name: LAURA IVET YBARRA
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (520)955-4205
Alt. Phone:
Email: LAURA.YBARRA@MODPIZZA.COM

MOD SUPER FAST PIZZA HOLDINGS LLC - CEO

Name: SCOTT TRIMBLE SVENSON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (425)440-3389
Alt. Phone:
Email:

**MOD SUPER FAST PIZZA HOLDINGS LLC -
Member,Stockholder**

Name: SIENNA GROUP LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MOD SUPER FAST PIZZA LLC - Multi- See Casenote

Name: JENNIFER LEE WILLIAMS
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)475-8836
Alt. Phone:
Email: JENNY.WILLIAMS@MODPIZZA.COM

**MOD SUPER FAST PIZZA LLC - 12079900 &
12079906**

Name: BRIAN DAVID ROYSTON
Gender: Male
Correspondence Address: 610 SMITHFIELD STREET
STE 300
PITTSBURGH, PA 15222
USA
Phone: (623)243-9724
Alt. Phone:
Email:

MANAGERS

Name: SCOTT TRIMBLE SVENSON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (425)440-3389
Alt. Phone:
Email:

Name: JOSHUA JOHN GUENSER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (425)750-4712
Alt. Phone:
Email: JOSH.GUENSER@MODPIZZA.COM

APPLICATION INFORMATION

Application Number: 239013
 Application Type: New Application
 Created Date: 03/27/2023 *CMW*

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
 Property Tenant
 Subtenant
 Property Owner
 Property Purchaser
 Property Management Company
 PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
 Yes
 What is the penalty?
 TERMINATION AND/OR OTHER MONETARY PENALTIES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
 Please list each amount owed to lenders/individuals.
 0.00
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
 Yes
 Is the patio contiguous or non-contiguous (within 30 feet)?
 CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 Yes
 If yes, what is your estimated completion date?
 AUGUST 2023
- 9) What type of business will this license be used for?
 RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	MOD (QC)_Agt ADL (Ctzn).pdf	03/27/2023
QUESTIONNAIRE	MOD (QC)_Agt ADL (Q).pdf	03/27/2023
RECORDS REQUIRED FOR AUDIT	MOD (QC)_Audit Form.pdf	03/27/2023
MISCELLANEOUS	MOD (QC)_CP Affidavit.pdf	03/27/2023
QUESTIONNAIRE	MOD (QC)_CP Josh Guenser (Q).pdf	03/27/2023
QUESTIONNAIRE	MOD (QC)_CP Scott Svenson (Q).pdf	03/27/2023
MENU	MOD (QC)_Menu.pdf	03/27/2023
RESTAURANT OPERATION PLAN	MOD (QC)_ROP.pdf	03/27/2023

ORGANIZATIONAL DOCUMENTS	MOD Super Fast Pizza, LLC_Ownership Chart.pdf	03/27/2023
DIAGRAM/FLOOR PLAN	MOD (QC)_Diagram.pdf	05/08/2023



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

APPLICANT: MOD Pizza
APPLICATION #: 239013
INVESTIGATOR: Sgt. M. Erwin #1168

July 6, 2023

PARTIES/ENTITIES INVOLVED

Andrea Dahlman Lewkowitz-Agent
Scott Svenson-CEO/Mgr
Joshua Guenser-CFO/Mgr
Gilbert Baird-Mgr
David Ferguson-Mgr
MOD Super Fast Pizza LLC
MOD Super Fast Pizza Intermediate Holdings LLC
MOD Super Fast Pizza Intermediate Holdings I LLC
MOD Super Fast Pizza Intermediate Holdings II LLC
The Sienna Group LLC
Journey Partners LLC
MOD PWP Buyer LLC

INVESTIGATION

A complete Arizona Department of Liquor Licenses and Control Questionnaire packet was received for MOD Pizza. The location is 200 W. Combs Rd. #107, Queen Creek AZ 85140. The agent for the application is Andrea Dahlman. This premises is currently under construction and the estimated completion date is August 2023.

A review of the application materials was conducted in addition to history of all parties and entities named in application. No concerning information was disclosed in the questionnaire packet and in its background questions. There is no negative history or data associated with the entities and parties of MOD Pizza. All associated entities and parties are in good standing with the Corporation Commission.

The application includes a detailed floor plan, including entry/exits, and location of liquor storage. The restaurant has traditional tables as well as booth style seating. The premises has a contiguous outdoor patio.

Liquor storage is located behind the counter and in the kitchen/cooler area, accessible to staff only. No concerns were noted for the layout and site plan. A site visit was not conducted since the business is currently under construction.

It should be noted during the review of the application that no premise manager was listed; therefore, according to AZ DLLC if the license is issued, it will be considered inactive until a premise manager is provided.

CONCLUSION

The investigation and review of the questionnaire submitted for MOD Pizza did not reveal any derogatory or negative information on the entities and parties involved. There is no information which would prevent or disqualify MOD Pizza from approval to move forward with licensing.



TOWN OF
QUEEN CREEK
 ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARIA GONZALEZ MMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE RECOMMENDATION OF APPROVAL ON A NEW SERIES 012 RESTAURANT LIQUOR LICENSE APPLICATION SUBMITTED BY TRAVIS CADE TAYLOR ON BEHALF OF CALDWELL COUNTY BBQ AT PECAN LAKE LOCATED AT 25000 N 206TH STREET, QUEEN CREEK.

DATE: July 19, 2023

Suggested Action:

To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control on a new Series 012 Restaurant Liquor License application submitted by Travis Cade Taylor on behalf of Caldwell County BBQ at Pecan Lake located at 25000 N 206th Street, Queen Creek.

Discussion:

The Town Clerk's Office received a liquor license application for a new Series 012 Restaurant Liquor License application submitted by Travis Cade Taylor on behalf of Caldwell County BBQ at Pecan Lake located at 25000 N 206th Street, Queen Creek.

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

Public notice was posted for the required 20-day period (June 12, 2023 - July 5, 2023) in accordance with the Arizona Department of Liquor License and Control posting requirement. No comments or protests from the public were received thus far. The Queen Creek Police Department was provided with a copy of the application for interview / investigation and there is no information which would disqualify Caldwell County BBQ at Pecan Lake from approval to move forward with licensing.

Fiscal Impact:

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

Alternatives:

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

Attachment(s):

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

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

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

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

Name:	Title:	% Interest:
JAMES CLAY CALDWELL	MEMBER	21.25
SUSAN LEE CALDWELL	MEMBER	21.25
WAYNE M HOLDINGS LLC	MEMBER	21.25
JAMES M HOLDINGS LLC	MEMBER	21.25
TRAVIS CADE TAYLOR	MEMBER	15.00

**CALDWELL COUNTY BBQ AT PECAN LAKE LLC
- MEMBER**

Name: SUSAN LEE CALDWELL
 Gender: Female
 Correspondence Address: 18324 E NUNNELEY ROAD
 GILBERT, AZ 85296
 USA
 Phone: (480)251-2283
 Alt. Phone:
 Email: SCALDWELL1217@GMAIL.COM

**CALDWELL COUNTY BBQ AT PECAN LAKE LLC
- MEMBER**

Name: JAMES CLAY CALDWELL
 Gender: Male
 Correspondence Address: 18324 E NUNNELEY ROAD
 GILBERT, AZ 85296
 USA
 Phone: (480)201-4891
 Alt. Phone:
 Email: CCALDWELL777@GMAIL.COM

JAMES M HOLDINGS LLC - MEMBER

Name: SAC FAMILY TRUST
 Contact Name: TRAVIS CADE TAYLOR
 Type: TRUST
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: 18324 E NUNNELEY ROAD
 GILBERT, AZ 85296
 USA
 Phone: (623)276-9583
 Alt. Phone:
 Email: OFFICE@CALDWELLCOUNTYBBQ.COM

SAC FAMILY TRUST - Manager LLC
WAYNE M HOLDINGS LLC - Manager LLC

Name: ALISA CALDWELL
Gender: Female
Correspondence Address: 18324 E NUNNELEY ROAD
GILBERT, AZ 85296
USA
Phone: (480)238-2178
Alt. Phone:
Email: ALISACALDWELL17@GMAIL.COM

SAC FAMILY TRUST - Manager LLC

Name: SPENCER CALDWELL
Gender: Male
Correspondence Address: 18324 E NUNNELEY ROAD
GILBERT, AZ 85296
USA
Phone: (480)283-4425
Alt. Phone:
Email: SPENCERCALDWELL@GENTRYAZ.COM

CALDWELL COUNTY BBQ AT PECAN LAKE LLC
- MEMBER

Name: TRAVIS CADE TAYLOR
Gender: Male
Correspondence Address: 18324 E NUNNELEY ROAD
GILBERT, AZ 85296
USA
Phone: (623)276-9583
Alt. Phone:
Email: OFFICE@CALDWELLCOUNTYBBQ.COM

CALDWELL COUNTY BBQ AT PECAN LAKE LLC
- MEMBER

Name: JAMES M HOLDINGS LLC
Contact Name: TRAVIS CADE TAYLOR
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 18324 E NUNNELEY ROAD
GILBERT, AZ 85296
USA
Phone: (623)276-9583
Alt. Phone:
Email: OFFICE@CALDWELLCOUNTYBBQ.COM

**CALDWELL COUNTY BBQ AT PECAN LAKE LLC
- MEMBER**

Name: WAYNE M HOLDINGS LLC
Contact Name: TRAVIS CADE TAYLOR
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 18324 E NUNNELEY ROAD
GILBERT, AZ 85296
USA
Phone: (623)276-9583
Alt. Phone:
Email: OFFICE@CALDWELLCOUNTYBBQ.COM

MANAGERS

Name: JULIO CESAR CORONADO
Gender: Male
Correspondence Address: 18324 E NUNNELEY ROAD
GILBERT, AZ 85296
USA
Phone: (480)332-2957
Alt. Phone:
Email: OFFICE@CALDWELLCOUNTYBBQ.COM

APPLICATION INFORMATION

Application Number: 246285
Application Type: New Application
Created Date: 05/16/2023

Cran

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
LIABLE THROUGH END OF LEASE OR ANOTHER RENTER IS FOUND
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT



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

APPLICANT: Caldwell County BBQ at Pecan Lake
APPLICATION #: 246285
INVESTIGATOR: Sgt. M. Erwin #1168

July 10, 2023

PARTIES/ENTITIES INVOLVED

Travis Taylor – Owner/Agent
Susan Caldwell – Owner
James Caldwell - Owner
Alisa Caldwell – Owner
Spencer Caldwell – Owner
Julio Coronado - Manager
Caldwell County BBQ at Pecan Lake LLC
James M Holdings LLC
Wayne M Holdings LLC

INVESTIGATION

A complete Arizona Department of Liquor Licenses and Control Questionnaire packet was received for Caldwell County BBQ at Pecan Lake. The location is 25000 S. 206th St., Queen Creek AZ 85142. The agent for the application is Travis Taylor.

A review of the application materials was conducted in addition to history of all parties and entities named in application. No concerning information was disclosed in the questionnaire packet and in its background questions. There is no negative history or data associated with the entities and parties of Caldwell County BBQ at Pecan Lake. All associated entities and parties are in good standing with the Corporation Commission.

The application includes a detailed floor plan, including entry/exits, and location of liquor storage. The restaurant has traditional table seating as well as a bar area. The premises has a contiguous outdoor patio. Liquor storage is located in the kitchen/cooler area, accessible to staff only. No concerns were noted for the layout and site plan.

It should be noted there is a discrepancy in the application for question #8. It was indicated in the application that the premises is not currently closed for construction, renovation or

redesign or rebuild; however, the site is currently closed for construction. Since the site is under construction, a site visit was not conducted.

CONCLUSION

The investigation and review of the questionnaire submitted for Caldwell County BBQ at Pecan Lake did not reveal any derogatory or negative information on the entities and parties involved. There is no information which would prevent or disqualify Caldwell County BBQ at Pecan Lake from approval to move forward with licensing.