



## AMENDED AGENDA

### Queen Creek Town Council Regular Session

Community Chambers, 20727 E Civic Parkway

August 2, 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](mailto: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:** Bill Bush, Pastor - Rock Point Church
- 5. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
  - A. Cities Empowered Against Sexual Exploitation (CEASE) Designation Recognition
  - B. Proclamation: Drowning Impact Awareness Month
  - C. Proclamation: Child Support Awareness Month
- 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](mailto: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 July 19, 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. Empire Cat - Rental of CAT 930K/M Wheel Loader: \$68,000 (HPEC)
    - 2. Maricopa County Library District - FY24 Library Operations: \$2,038,119 (Community Services)
    - 3. Epifini Landscaping - FY24 spending authority for Grounds landscaping services: Additional request of \$20,000. Council approved \$226,000 on June 7, 2023, this request will increase the contract spending authority to \$246,000 (Community Services)
    - 4. Shields, Harper & Co. - Vehicle Fueling Hardware (AIMS Titanium): Additional request of \$45,000. Council approved \$30,000 on June 7, 2023, this request will increase the contracts spending authority to \$75,000 (Public Works/Fleet)
    - 5. Contractors West - ITS Components for Traffic Signals: \$50,000 (Public Works/Traffic)
  - C. Consideration and possible approval of the appointment of Jeff Kramer and re- appointment of Cindy Barnes, Lamar Keener and David Goldman to the Transportation Advisory Committee (TAC).
  - D. Consideration and possible approval of the appointment of Lindzie Head and reappointment of Daniel Babcock, Michael Shirley and Sylvia Tarin, to the Parks and Recreation Advisory Committee (PRAC).
  - E. Consideration and possible approval of the "Condominium Plat" for Volare Hangars at Pegasus Airpark, a request by Hangar Homes at Pegasus LLC & Hangar Homes at Pegasus II LLC.
  - F. Consideration and possible approval of a one-year contract with Saguaro Summit LLC, dba Christmas Light Decorators for holiday lights and decorations in downtown Queen Creek with up to four possible one-year renewals in the amount not to exceed \$85,000 on an annual basis. (FY 2023/24 Budgeted Item)
  - G. Consideration and possible approval of Delegation Resolution #1528-23 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 Horseshoe Park & Equestrian Centre (HPEC) RV Park Improvements (CIP Projects No. HP301 and HP302) in an amount not to exceed \$613,065 and related budget adjustments.

H. Consideration and possible approval of Resolution 1530-23 approving the Second Amendment to the Development Agreement with Chelsea United Group, LLC for the proposed development of the Homewood Suites on the 2.43 acres located on the SWC of Ellsworth and Rittenhouse roads; and authorizing the Mayor, Town Manager, Town Attorney and Town Clerk to take all actions necessary to negotiate, finalize, execute, and implement the Amendment.

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](mailto:PublicComment@QueenCreekAZ.gov) (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*

A. None.

10. **Public Hearings:** *If you wish to speak to the Town Council on any of the items listed as a Public Hearing, please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to [PublicComment@QueenCreekAZ.gov](mailto: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. Horseshoe Park and Equestrian Centre (HPEC) Strategic Plan

12. **Final Action:** *If you wish to speak to the Town Council on any of the items listed under Final Action, please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to [PublicComment@QueenCreekAZ.gov](mailto: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 1st day of August, the Agenda for the August 2, 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](http://www.QueenCreekAZ.gov).

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Maria E. Gonzalez, MMC  
Town Clerk

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

# Council Committee Reports



- 07/20 – Meeting with County Assessor Eddie Cook (Oliphant)
- 07/20 – Paul Revere Academy Grand Opening Ribbon Cutting Ceremony (Martineau)
- 07/22 – QCPD Otter Pops with a Cop (Wheatley)
- 07/24 – Meeting with Arizona State Land Department Commissioner Robyn Sahid (Wheatley, Brown)
- 07/25 – Town Center Plan Update (Wheatley, Brown, Benning, Martineau, McClure, Oliphant, Padilla)
- 07/25 – Root Beer Floats with Recreation (Wheatley, Brown, McClure, Oliphant, Padilla)
- 07/26 – TidBit Tuesday Filming for For Our Town (Wheatley)
- 07/28 – Interview on Town Center Plan Update (Benning)
- 07/30 – Light House Summit at Rock Point Church (Wheatley, Martineau)
- 07/31 – San Tan Advisory Council Meeting (Brown)
- 08/01 – Meeting with Queen Creek Unified School District Superintendent Dr. Berry (Brown)
- 08/02 – Meeting with Senator Mark Kelly (Wheatley)



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 JULY 19, 2023 REGULAR SESSION MINUTES.  
**DATE:** August 2, 2023

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**Suggested Action:**

To approve the draft minutes as presented.

**Alternatives:**

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

**Attachment(s):**

1. [Minutes 07-19-23](#)



**Minutes**  
**Town Council Regular Session**  
Community Chambers, 20727 E. Civic Parkway  
Wednesday, July 19, 2023  
6:30 PM

**2) Roll Call:**

**PRESENT:**

Julia Wheatley, Mayor  
Jeff Brown, Vice Mayor  
Robin Benning, Council Member  
Leah Martineau, Council Member  
Dawn Oliphant, Council Member  
Travis Padilla, Council Member

**ABSENT:**

Bryan McClure, Council Member

**1) Call to Order:**

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

**3) Pledge of Allegiance:**

Led by Mayor Wheatley.

**4) Invocation/Moment of Silence: Cleonie Harrison, Prayer Leader - Central Christian Church**

Cleonie Harrison, Prayer Leader and Lay Pastor from Central Christian Church provided the invocation.

**7) Public Comments:**

Gregory Stahl, 29082 E. Waverly Drive, Queen Creek commented on the empty lot within Hastings Farms and requested the Council talk to QCUSD to sell the property back to the community or require they build a school.

Public Comment: Greg Stahl 

5) **Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements): None.**

Mayor Wheatley commented on the Water Transfer Ceremony that took place this morning celebrating the receipt of the Cibola Water Transfer to diversify the town's water supply. She thanked staff and previous Council for the work over many years and the strategic planning to get this accomplished.

Mayor Wheatley highlighted the Time Capsule event that was held earlier this afternoon at Historic Town Council Chambers. Mayor Wheatley said in 1998 the Town's youth put together a time capsule filled with memorabilia from the time and letters they wrote to their future selves. The capsule was buried and set to open 25 years later, which is this year in 2023. Mayor Wheatley said this afternoon, along with former Town Council members, staff, students and community members, gathered to open the Time Capsule. Mayor Wheatley thanked everyone who attended the special event and all the youth who were involved in the original project and returned today to help unbury the contents.

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.

07-19-2023 Committee Reports DRAFT 

6.B) Committee and outside agency reports (only as scheduled):

None.

8) **Consent Agenda:**

8.A) Consideration and possible approval of the June 7, 2023 Regular Session minutes.

**Department:** Town Clerk's Office

Staff Report 

Minutes 

8.B) Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy. (FY 23/24 Budget Items)

**Department:** Finance

Staff Report 

July 19, 2023.pdf 

- 8.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.

**Department:** Finance

Staff Report 

Attachment A - Proposed Budget Adjustments 

- 8.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)

**Department:** Utilities

Staff Report 

Sunrise Engineering Project Order 03 

- 8.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.

**Department:** Utilities

Staff Report 

Intergovernmental Agreement - Pinal County - Kenworthy and Combs Roads 

- 8.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)

**Department:** Utilities

Staff Report 

SCIF Cost Share Agreement 

- 8.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.

**Department:** Community Services

Staff Report 

IGA Queen Creek Amendment #1 FINAL Extend and Update.pdf 

Original IGA\_08-15-18 Updated - AZG&F Item\_Consent H.pdf 

- 8.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.

**Department:** Development Services

Staff Report 

Professional Services Contract - Wildan Associates.pdf 

Professional Services Contract - Shums Coda Associates.pdf 

Professional Services Contract - AZ Code Consultants.pdf 

**MOTION:** To approve the Consent Agenda.

**RESULT:** Approved unanimously (6-0)

**MOVER:** Robin Benning, Council Member

**SECONDER:** Dawn Oliphant, Council Member

**AYES:** Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

**ABSENT:** Bryan McClure, Council Member

**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 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.

**Department:** Town Clerk's Office

Staff Report 

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

[LGB Report](#) 

[QCPD Report](#) 

- 9.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.

**Department:** Town Clerk's Office

[Staff Report](#) 

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

[LGB Report](#) 

[QCPD Report](#) 

- 9.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.

**Department:** Town Clerk's Office

[Staff Report](#) 

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

[LGB Report](#) 

[QCPD Report](#) 

**MOTION:** To approve the Public Hearing Consent Agenda.

**RESULT:** Approved unanimously (6-0)

**MOVER:** Jeff Brown, Vice Mayor

**SECONDER:** Robin Benning, Council Member

**AYES:** Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

**ABSENT:** Bryan McClure, Council Member

10) **Public Hearings: None.**

11) **Items for Discussion:**

## **Presentation on the Town of Queen Creek's Assured Water Supply**

### Town of Queen Creek Assured Water Supply Presentation

Water Resources Director, Paul Gardner provided an update on the announcement by Director of Department of Water Resources and Governor Hobbs in regards to the 100-year assured water supply outlook. He discussed the findings of the Ground Water Modeling Section by the Arizona Department of Water Resources (ADWR) and what the Town is doing moving forward. He discussed the next 20 years and said it shows there is time to do corrective actions. He discussed the process involved to get a Certificate of Assured Water Supply. He discussed agricultural, residential, commercial and industrial uses. He said that agricultural uses much more water than residential across the valley, in part because of the residential water conservation efforts.

Mr. Gardner reviewed the projections and models provided by ADWR in regards to the aquifer, water depth and unmet demand across the valley. He reviewed the impacts on the Queen Creek Water service areas. Queen Creek has been reusing and recharging 99% of our treated water and also acquiring non-groundwater sources, most recently Cibola. Recycled water and percent of return flow and the value of our recent acquisitions will solve our own deficit.

He said the Assured Water Supply is working as intended. Mr. Gardner said water providers in the Phoenix AMA have time to make water management decisions and are not solely reliant on groundwater. He said that Arizona is not running out of water. He said because of Council's decisions we are able to be proactive in Queen Creek and he outlined the timeline for future water acquisitions and said Queen Creek is doing well.

Council thanked Mr. Gardner and his staff for their perseverance and foresight with the complex issue of water supply issues.

**12) Final Action: None.**

**13) Adjournment:**

The Council reconvened Executive Session at 7:36 p.m. The Regular Session reconvened and adjourned at 9:10 p.m.

TOWN OF QUEEN CREEK

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Julia Wheatley, Mayor

ATTEST:

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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 July 19, 2023 Town Council Regular Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

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



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** BRUCE GARDNER, TOWN MANAGER  
**FROM:** MELISSA BAUER, PROCUREMENT MANAGER  
**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF EXPENDITURES \$25,000 AND OVER, PURSUANT TO TOWN PURCHASING POLICY. (FY 23/24 BUDGET ITEMS)  
**DATE:** August 2, 2023

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**Suggested Action:**

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

**Discussion:**

The following items being requested are:

1. Empire Cat - Rental of CAT 930K/M Wheel Loader: \$68,000 (HPEC)
2. Maricopa County Library District - FY24 Library Operations: \$2,038,119 (Community Services)
3. Epifini Landscaping - FY24 spending authority for Grounds landscaping services: Additional request of \$20,000. Council approved \$226,000 on June 7, 2023, this request will increase the contract spending authority to \$246,000 (Community Services)
4. Shields, Harper & Co. - Vehicle Fueling Hardware (AIMS Titanium): Additional request of \$45,000. Council approved \$30,000 on June 7, 2023, this request will increase the contracts spending authority to \$75,000 (Public Works/Fleet)
5. Contractors West - ITS Components for Traffic Signals: \$50,000 (Public Works/Traffic)

**Fiscal Impact:**

The fiscal impact of the requested spending authority for the above expenditures is \$2,221,119. Funds have been identified within the line item budget as approved in the FY23/24 budget or subsequently approved by Council.

**Attachment(s):**

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

**Attachment: Expenditures \$25,000 and Over  
Budgeted in Fiscal Year 23/24  
August 2, 2023**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	Empire Cat	Rental of CAT 930K/M Wheel Loader	HPEC staff moves over 900 tons of sand 9-10 times a year totaling approximately 9,000 tons. Staff currently moves the sand with a John Deere 210. The JD210 is classified as a "landscape tractor" which means we are over working it by using it as a payloader. If the request is granted, this equipment will also be used for manure loading. (FY 24 Budgeted Item)	HPEC	\$68,000	AZ State #CTR066395	Additional wear and tear on our John Deere 210L landscape tractor. Since the landscape tractor is not as efficient as a loader, staff needs to work longer shifts resulting in overtime costs.
2	Maricopa County Library District	FY24 Library Operations IGA	FY24 spending authority for the operations of the Queen Creek Library (FY24 budgeted item)	Community Services	\$2,038,119	IGA #2020-087	The Town would have to assume responsibilities including hiring staff and creating multiple contracts. The level of service under the IGA with MCLD will be difficult to match without MCLD's resources and support network for a stand-alone library. MCLD currently operates 18 libraries, which allow for material and cost sharing, resulting in economy of scale savings.
3	Epifini Landscaping	FY24 Grounds Landscaping	FY24 spending authority for the Grounds Maintenance staff. Town Council approved \$226,000 on June 7, 2023, this request will take the total contract spending authority to \$246,000. (FY24 budgeted item)	Community Services	\$20,000	Mohave Cooperative #22P-EPI-0515	Council could choose not to approve the expenditure request. However, this would result in the department having to go out for it's own Town bid for the services; which would delay the projects and with no guarantee for the same low pricing.
4	Shields, Harper & Co.	Vehicle fueling hardware (AIMS Titanium)	Contracted spending authority to purchase AIMS Titanium units for Town vehicles. These need to be installed as upgrades to existing Town vehicles because QCUSD is upgrading their software to FM Live and the old units are not compatible with the new software. Town Council approved \$30,000 on June 7, 2023, this request will take the total contract spending authority to \$75,000. (FY 24 budgeted item)	Public Works - Fleet	\$45,000	SOURCEWELL #092920-SYS Staff may purchase from another approved vendor/contract based on availability and price	Council could choose not to approve the expenditure. The impact of this action could be that Town vehicles would not be able to fuel at the QCUSD fuel station once they upgrade the software to FM Live. Town vehicles would also not be able to fuel at the Town fuel station as we also use FM Live to manage our fuel transaction. Town vehicles would need to fuel with fuel cards at retail locations.
5	Contractors West	ITS Components	Spending authority for as-needed purchasing of various traffic signal ITS components on a as-needed basis (FY 24 budgeted item)	PW - Traffic	\$50,000	Maricopa County ITS Contract #180252-C	Council could choose not to approve the expenditure request. However, doing so would create extensive delays in ongoing and future construction projects within the Town.



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** MOHAMED YOUSSEF, PUBLIC WORKS DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE APPOINTMENT OF JEFF KRAMER AND RE-APPOINTMENT OF CINDY BARNES, LAMAR KEENER AND DAVID GOLDMAN TO THE TRANSPORTATION ADVISORY COMMITTEE (TAC).

**DATE:** August 2, 2023

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**Suggested Action:**

It is the Mayor's recommendation to approve the appointment of Jeff Kramer and re-appointment of Cindy Barnes, Lamar Keener and David Goldman to the Transportation Advisory Committee (TAC)

**Relevant Council Goal(s):**

Community Involvement

**Discussion:**

As of August 31, 2021, the committee terms of four voting members, Chair Spencer Hale, Cindy Barnes, Lamar Keener and David Goldman will expire. Spencer Hake, has elected to let his term expire, leaving TAC with eight voting members and one vacancy. Cindy Barnes, Lamar Keener and David Goldman have all expressed interest in reappointment to the committee.

Cindy Barnes and David Goldman, if reappointed, will both serve their third consecutive term on the Transportation Advisory Committee. Whereas, Lamar Keener, if reappointed, will serve their second consecutive term on the Transportation Advisory Committee. Jeff Kramer is seeking appointment to the TAC, if appointed he will be taking the vacant seat.

Mayor Julia Wheatley, reviewed the Notice of Interest forms of the proposed applicants on July 19, and is appointing Jeff Kramer to the committee to fulfill the vacant two-year term seat on the committee.

All expressed their interest and willingness to serve on the Transportation Advisory Committee. If approved, the two-year appointment and re-appointments will expire on August 31, 2025, providing the Transportation Advisory Committee with nine (9) voting members.

According to the Town's Standard Form Bylaws, Town committees may have a minimum of seven and a maximum of eleven voting members, maintaining an odd number of voting members.

**Fiscal Impact:**

There is no fiscal impact associated with making appointments to the Transportation Advisory Committee.

**Alternatives:**

The Town Council could choose not to approve the appointments/ reappointments, and request

presentation of alternative applicants for consideration.

**Attachment(s):**

1. [Kramer, Jeffrey - New.pdf](#)
2. [Barnes, Cindy - Renewal.pdf](#)
3. [Keener, Lamar - Renewal.pdf](#)
4. [Goldman, David - Renewal.pdf](#)

Submitter DB ID 50075  
IP Address 2600:8800:8e20:e700:e54b:6eb1:f6b8:147b  
Submission Recorded On 05/04/2023 12:31 pm  
Time to Take the Survey 12 minutes, 2 secs.

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**Page 1**

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

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

**Town of Queen Creek**  
**Town Clerk's Office**  
**22350 S. Ellsworth Road**  
**Queen Creek, AZ 85142**  
**Fax: 480-358-3001**

**1. Date**

05/04/2023

**2. Name**

**First** Jeffrey

**Middle** Alan

**Last** Kramer

**3. Home Address**

40168 N Trajen Pl

**4. Mailing Address (if different than home address)**

Not answered

**5. Occupation**

Semi-retired Design & Construction Manager

**6. Phone**

**Home Phone** (602) 796-7846

**Work Phone** Not answered

**Best time to call (a.m. or p.m.)** any

**Fax number** Not answered

**7. Email Address**

jeffkramer0813@gmail.com

**8. How long have you been a resident of Queen Creek?**

13 months

**9. Are you a registered voter?**

**Yes**

**10. Do you live within the Town's incorporated limits?**

**Yes**

**11. Have you participated in the Queen Creek Citizen Leadership Institute?**

**Yes**

**12. If yes, did you graduate?**

**Yes**

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

City of Chandler Transportation Commission, 3 yrs (helped then PW Dir Bryan Patterson form the TC, served 1 yr as Chair, 2 yrs as Vice Chair);

City of Mesa - as Deputy City Engineer I served as staff liaison to the Mesa Transportation Advisory Committee for 4 years;

American Academy of Certified Public Managers, served on multiple committees and 7 years on the national Board of Directors, including as national President. (also served on the board of the Arizona Chapter, including 8 terms as President);

American Public Works Association, currently serving in my 3rd year as a member of the national Leadership and Management Committee. Have also served on the national Nominating Committee, and the national Council of Chapters;

Center for Job Order Contracting Excellence, served on the Owner's Advisory Committee and the CJP Certification Credentialing Committee (was chair of the credentialing committee for 3 years);

Numerous task forces and committees over the years for ADOT, Mesa, Chandler, and Yuma for such items as budget/financial, bond program development, organizational structure/efficiency, strategic planning, etc.

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

**Board of Adjustment** Not answered

**Economic Development Commission** Not answered

**Downtown Arts & Placemaking Advisory Committee** Not answered

**Parks and Recreation Advisory Board** Not answered

**Planning and Zoning Commission** 1

**Transportation Advisory Committee** 2

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

Having completed a 36 year career in public service, mostly with Cities, and having been a City Engineer and a Transportation Department Director, I feel I can provide valuable insight and contribution to either the Planning and Zoning Commission or the Transportation Advisory Committee that will benefit our community.

As a fairly new resident my wife and I are so happy we chose Queen Creek for our final home - we love the community. I will graduate from the 2023 Citizen's Leadership institute, and having been on mid-level and executive teams for Mesa, Chandler, Gilbert, Yuma and MCDOT I am incredibly impressed with how well run and efficient Queen Creek is as a municipality.

I would love to contribute to the continued well planned and managed growth of our Town.

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

As a City Engineer I participated extensively in the development engineering and pre-development processes, and had overall responsibility for ensuring development was constructed to our standards. I worked closely and collaboratively with planning staff in multiple agencies and love seeing a vision for controlled, beneficial growth come to fruition.

In both roles (depending on agency) I oversaw transportation masterplans, ITS implementations, trails and pathways, traffic engineering and more and have a comprehensive understanding of transportation systems and the issues faced.

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

American Public Works Association (APWA)

- o Member of National Leadership & Management Committee
- o Past Member of National Nominating Committee
- o Past AZ Chapter Delegate to APWA Council of Chapters

American Academy of Certified Public Managers® (AACPM), Fellow

- o Past Academy President (7-years national board service)
- o Past Academy Conference and Communication Committee Chair
- o Past AZ Society President (8 terms)
- o Past AZ Society Delegate to AACPM House of Delegates (9-times appointed)

Construction Management Association of America (CMAA)

- o Past Project of the Year Award judge (3-years' service)
- o Past Instructor in Professional Construction Manager course

Center for Job Order Contracting Excellence (CJE), Fellow, Emeritus

- o Past Chair of Certified Job Order Contracting Professional (CJP) Credentialing Committee
- o Past Member of Owner's Advisory Committee
- o Instructor in CJP certification course

City of Yuma Neighborhood Leadership Academy, Engineering Department presenter

City of Phoenix Neighborhood Fight Back, neighborhood participant

Queen Creek Citizen's Leadership Institute, Class of 2023

**18. Are you available for evening meetings?**

**Yes**

**19. Are you available for morning meetings?**

**Yes**

**20. Are you available for lunch meetings?**

**Yes**

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

Not answered

**22. Resume**

[Jeffrey A. Kramer Resume.pdf](#)

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

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

**23. Signature**

Jeffrey A. Kramer

This question is marked as sensitive.



Town of Queen Creek

Boards & Committees Member Application

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

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

Please type or print

Application Date: 7-17-2023

Name: Cynthia (Cindy) Barnes
First Middle Last

Home Address: 24607 S. 213th Way Queen Creek, Az 85142

Mailing Address (if different from home address):

Occupation: Cotton Farmer (Retired community college administrator)

Home Telephone: 480-234-4935 Work Telephone:

Best Time to Call: Any a.m. or p.m.

Home Fax: Work Fax:

E-Mail Address: Barnes.cindyloud@gmail.com

How long have you lived in Queen Creek? Family Been here since 1937. Built my current

Are you a registered voter? [X] Yes [ ] No

Do you live within the Town's incorporated limits? [ ] Yes [X] No County

Have you participated in the Queen Creek Citizen Leadership Institute? [X] Yes [ ] No

If yes, did you graduate? [X] Yes [ ] No

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

Town of Gilbert Parks + Board for 14 years. Gilbert Tech School Assistant since 1993. Town of QCC Economic Development 2013-2019. QCC School Foundation Board 2012-2018

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

- Board of Adjustment
- Economic Development Commission
- Parks and Recreation Advisory Board
- Transportation Advisory Committee
- Planning and Zoning Commission
- Downtown Arts & Placemaking Advisory Committee

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

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

I have served for a # of years now and my family the Barne Family has long served the QC community. I am very knowledgeable of how the town has grown - infrastructure - \$ needed to create quality Roads, Intersections, trails etc. for Safety of community. I greatly enjoy working with the director - his team and CIP team. I feel I add a lot to commission of my knowledge of the community we live in. How we

Please describe special knowledge or expertise you have that would benefit the Town we are developing rapidly.

I have served on several planning (General Plan updates) with Town of Gilbert where we mapped out the Road infrastructure of todays Scott Gilbert. I have lived in QC for over 15 years now but grew up working on my Dad's cotton farms so I remember our 1st traffic light! I also have worked in government and hold a Ph.D. in Public Administration

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

Committee on QC transportation; Gilbert Youth Soccer since 1991, Crystal Loop HOA Board, QC Education Foundation, East Valley Fresh Start Women, QC Economic Development Board Member for all those except for GISA Soccer - traverse - Fields Manager for 22 acre park. See Resume

- Are you available for evening meetings?  Yes  No
- Are you available for morning meetings?  Yes  No
- Are you available for lunch meetings?  Yes  No

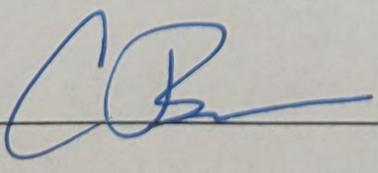
Are there days of the week you are NOT available for meetings? (Check all that apply)

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

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

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

Applicant's Signature  7-17-2023



## Town of Queen Creek Boards & Committees Member Application

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

**Please type or print**

July 13, 2023

**Application Date:** \_\_\_\_\_

**Name:** Lamar Keener  
\_\_\_\_\_

First

Middle

Last

**Home Address:** 23232 S 216th St Queen Creek AZ 85142  
\_\_\_\_\_

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

**Occupation:** Nonprofit Executive Director  
\_\_\_\_\_

**Home Telephone:** 619-846-6397 **Work Telephone:** \_\_\_\_\_

**Best Time to Call:** anytime **a.m. or p.m.**

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

**E-Mail Address:** lamar@thekeeners.com  
\_\_\_\_\_

**How long have you lived in Queen Creek?** 6.5 years  
\_\_\_\_\_

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

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

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

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

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

TAC  
\_\_\_\_\_  
\_\_\_\_\_

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

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Adjustment                 | <input checked="" type="checkbox"/> Transportation Advisory Committee   |
| <input type="checkbox"/> Economic Development Commission     | <input checked="" type="checkbox"/> Planning and Zoning Commission      |
| <input type="checkbox"/> Parks and Recreation Advisory Board | <input type="checkbox"/> Downtown Arts & Placemaking Advisory Committee |

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

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

I've enjoyed being on TAC the past few years and would like to continue. Planning and Zoning is also an area of interest to me.

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

I have been a small business owner for more than 30 years and I currently lead a national nonprofit media association. I understand finance and business practices. I am a frequent attendee of Town Council meetings, and I like to stay "in the know" of QC Town happenings. And I should add — I am a big fan of Queen Creek and have a deep appreciation for the professional way this town is run from the Town Council to the staff.

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

Besides TAC, I have served my HOA as a member of the Finance Committee for six years.

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

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

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

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

Monday  Tuesday  Wednesday  Thursday  Friday

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Applicant's Signature

**FOR OFFICE USE ONLY**

Committee/Commission \_\_\_\_\_  
New Appointment  Re-Appointment   
Date Appointed/Re-Appointed \_\_\_\_\_  
Term Expiration \_\_\_\_\_  
Date of Resignation (if applicable) \_\_\_\_\_



Town of Queen Creek

Boards & Committees Member Application

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

Please type or print

Application Date: 07/14/2023

Name: DAVID STEVEN GOLDMAN
First Middle Last

Home Address: 22924 S. 226TH STREET

Mailing Address (if different from home address):

Occupation: ENGINEER/EDUCATOR/RETIRED

Home Telephone: 508.509.8801 Work Telephone:

Best Time to Call: 7AM - 10pm a.m. or p.m.

Home Fax: Work Fax:

E-Mail Address: GOLDMANDS@GMAIL.COM

How long have you lived in Queen Creek? 4 YEARS

Are you a registered voter? [X] Yes [ ] No

Do you live within the Town's incorporated limits? [X] Yes [ ] No

Have you participated in the Queen Creek Citizen Leadership Institute? [X] Yes [ ] No

If yes, did you graduate? [X] Yes [ ] No

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

TAC, PLANNING BOARD (HOPKINTON MA, DENNIS MA)
Open Space Preservation Commission (Hopkinton/consultant)

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

- 3 Board of Adjustment
- Economic Development Commission
- Parks and Recreation Advisory Board
- 1 Transportation Advisory Committee (REAPPOINTMENT)
- 2 Planning and Zoning Commission
- Downtown Arts & Placemaking Advisory Committee

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

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

would like to continue serving on the TAC  
Planning & Zoning: Bring my experience in Planning & Land management

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

Planning & Zoning, Land management (via Land Trust)

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

POLICE VOLUNTEER GILBERT PD  
PRESIDENT/DIR. HOPKINTON AREA LAND TRUST  
SANTAN HISTORICAL SOCIETY, AZ ARCHAEOLOGY, SANTAN CHAPTER, DIRECTOR

Are you available for evening meetings?  Yes  No

Are you available for morning meetings?  Yes  No

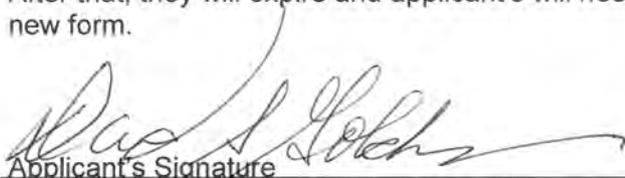
Are you available for lunch meetings?  Yes  No

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

Monday  Tuesday  Wednesday  Thursday  Friday

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Applicant's Signature

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



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** ADAM ROBINSON, COMMUNITY SERVICES DEPUTY DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE APPOINTMENT OF LINDZIE HEAD AND REAPPOINTMENT OF DANIEL BABCOCK, MICHAEL SHIRLEY AND SYLVIA TARIN, TO THE PARKS AND RECREATION ADVISORY COMMITTEE (PRAC).

**DATE:** August 2, 2023

---

**Suggested Action:**

To appoint Lindzie Head to the Parks and Recreation Advisory Committee for a 2-year term, expiring 8/1/2025 and reappointment of Daniel Babcock, Michael Shirley and Sylvia Tarin to a 2-year term, expiring 8/1/2025.

**Relevant Council Goal(s):**

Effective Government

**Discussion:**

Staff is recommending Lindzie Head be appointed to the Parks and Recreation Advisory Committee. Lindzie has been a resident of Queen Creek for nine years, and has an extensive background in community and civic organizations. She has served as a boy scout - cub master, as well as treasurer, secretary and social media manager for PTO/PTSO. She has school-aged children who actively participate in Town events, Town recreation programs and use the parks. Lindzie is passionate about being part of PRAC where her contributions impact the community and residents, as well as her children's quality of life.

The terms for Parks and Recreation Advisory Committee members Daniel Babcock, Michael Shirley and Sylvia Tarin will expire August 2023. Completed Boards and Committees Member Application forms were reviewed for all applicants. Daniel Babcock, Michael Shirley and Sylvia Tarin have had good attendance records and have been active participants in PRAC, providing valuable input on parks, trails and recreation issues. Daniel Babcock and Michael Shirley have been active members since 2009, and Sylvia Tarin has been an active member since 2011.

The October 17, 2018 revised Town's Standard Form Bylaws for Designated Town Committees and Task Force state committee members may serve for three consecutive terms. The revised Bylaws also state term limits shall start with the first new term after adoption. As such, the term of 2023-2025 will be the third term under the revised Bylaws for the four members up for reappointment.

If appointed, these four members will each serve a two-year term in accordance to the Town's Standard Form Bylaws which state successive appointments shall be for two-year terms. The appointments will be effective August 1, 2023 and terminate August 1, 2025.

**Fiscal Impact:**

There is no fiscal impact associated with making appointments to the Parks and Recreation Advisory

Committee (PRAC).

**Alternatives:**

The Town Council could choose not to appoint Lindzie Head, as well as not reappoint Daniel Babcock, Michael Shirley and Sylvia Tarin and request that alternative appointments are presented at a future Town Council Meeting.

**Attachment(s):**

1. [Head, Lindzie.pdf](#)
2. [Tarin, Sylvia](#)
3. [Shirley, Michael 2023.pdf](#)
4. [Babcock, Daniel 2023.pdf](#)
5. [PRAC Proposed Terms](#)

Submitter DB ID 49897  
IP Address 2600:1011:b149:8baa:48af:6dd9:a708:7e95  
Submission Recorded On 04/26/2023 8:32 am  
Time to Take the Survey 10 minutes, 59 secs.

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**Page 1**

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**Town of Queen Creek**  
**Town Clerk's Office**  
**22350 S. Ellsworth Road**  
**Queen Creek, AZ 85142**  
**Fax: 480-358-3001**

**1. Date**

04/26/2023

**2. Name**

**First** Lindzie

**Middle** Not answered

**Last** Head

**3. Home Address**

20580 E Mockingbird Drive

**4. Mailing Address (if different than home address)**

Not answered

**5. Occupation**

Medical technologist

**6. Phone**

**Home Phone** (480) 244-3965

**Work Phone** Not answered

**Best time to call (a.m. or p.m.)** Either is fine

**Fax number** Not answered

**7. Email Address**

lindziehead@gmail.com

**8. How long have you been a resident of Queen Creek?**

9 years

**9. Are you a registered voter?**

**Yes**

**10. Do you live within the Town's incorporated limits?**

**Yes**

**11. Have you participated in the Queen Creek Citizen Leadership Institute?**

**Yes**

**12. If yes, did you graduate?**

**Yes**

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

I've been involved in PTO at Cortina Elementary in various board positions. I've also served in a committee role on PTSO for Sossaman Middle School. I enjoy volunteering at the schools as well from time to time.

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

**Board of Adjustment** 6

**Economic Development Commission** 3

**Downtown Arts & Placemaking Advisory Committee** 2

**Parks and Recreation Advisory Board** 1

**Planning and Zoning Commission** 5

**Transportation Advisory Committee** 4

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

I am very interested in being involved with our parks and recreation committee to give resident input and see the progress of the Town vision. I think having green space available to residents is important.

I think in general being part of community and town it's important to be involved.

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

I am a resident of the town of with kids who enjoy outdoor spaces. We've spent a lot of time at Mansel Carter, Riparian Preserve and other rec centers in the area. I don't have any particular expertise to offer other than I enjoy being involved.

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

Served as a cub master in Boy Scouts

Served as treasurer, secretary, and social media manager on PTO/PTSO

ASCP certified lab technologist (kept up on my continuing education for my field)

**18. Are you available for evening meetings?**

**Yes**

**19. Are you available for morning meetings?**

**No**

**20. Are you available for lunch meetings?**

**Yes**

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

**Wednesday**

**22. Resume**

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

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**23. Signature**

Lindzie Head

This question is marked as sensitive.



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

- Board of Adjustment
- Economic Development Commission
- Parks and Recreation Advisory Board
- Transportation Advisory Committee
- Planning and Zoning Commission
- Downtown Arts & Placemaking Advisory Committee

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

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

I enjoy the volunteer work I've done over the years with PRAC, and the opportunity to serve my community.

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

I have worked in the public sector for the last 22 years and understand the importance of government and the benefits to the residents with all that is offered by the Town of Queen Creek. With that comes the responsibility to educate and assist our residents.

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

I have served on the Parks and Recreation Advisory Committee board since 2011.

I was a volunteer Soccer Coach for Queen Creek Parks and Recreation in 2010-2011.

Are you available for evening meetings?  Yes  No

Are you available for morning meetings?  Yes  No

Are you available for lunch meetings?  Yes  No

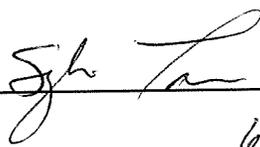
Are there days of the week you are NOT available for meetings? (Check all that apply)

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

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

Applicant's Signature   
6-27-2023

Submitter DB ID 50787  
IP Address 2600:8800:8800:caa0:1891:253:2198:aed0  
Submission Recorded On 06/15/2023 5:34 pm  
Time to Take the Survey 17 minutes, 58 secs.

**Page 1**

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**Town of Queen Creek**  
**Town Clerk's Office**  
**22350 S. Ellsworth Road**  
**Queen Creek, AZ 85142**  
**Fax: 480-358-3001**

**1. Date**

06/15/2023

**2. Name**

**First** Michael

**Middle** Andrew

**Last** Shirley

**3. Home Address**

9307 West Golddust Drive

**4. Mailing Address (if different than home address)**

Not answered

**5. Occupation**

Environmental Manager/Biologist

**6. Phone**

**Home Phone** (480) 215-0540

**Work Phone** Not answered

**Best time to call (a.m. or p.m.)** any

**Fax number** Not answered

**7. Email Address**

mshirley96@gmail.com

**8. How long have you been a resident of Queen Creek?**

20 years

**9. Are you a registered voter?**

**Yes**

**10. Do you live within the Town's incorporated limits?**

**Yes**

**11. Have you participated in the Queen Creek Citizen Leadership Institute?**

**No**

**12. If yes, did you graduate?**

**No**

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

Park and Recreation Advisory Committee, PTOS, Five Park Master Plan, San Tan Foothills Master Plan, and more.

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

**Board of Adjustment** Not answered

**Economic Development Commission** Not answered

**Downtown Arts & Placemaking Advisory Committee** Not answered

**Parks and Recreation Advisory Board** 1

**Planning and Zoning Commission** Not answered

**Transportation Advisory Committee** Not answered

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

Reappointment to fill out my full term on the Parks and Recreation Advisory Board. It has been an honor to be a part of the Town's growth early on when moving to Queen Creek in 2003 and immediately serving on the old PTOS committee in 2005. To see the growth and be an active part of the updates to policies and the on-going development of policies and help to provide a voice on new parks to be considered by the Council has been very rewarding and meaningful.

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

Have a detailed understanding of the branding and interests of the community for parks, trails, and open space based on my involvement in current and past committees and being active in the community over the last 20 years. I also have experience reviewing design plans, developing costs and screening a variety of infrastructure projects from a career as an environmental professional.

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

Queen Creek Heat Softball Little League Board (past member), Wildlife Society, National Association of Environmental Professionals, Institute of Sustainable Infrastructure Envision Professional, International Conference on Ecology and Transportation, Arizona Parks and Recreation

**18. Are you available for evening meetings?**

**Yes**

**19. Are you available for morning meetings?**

**Yes**

**20. Are you available for lunch meetings?**

**Yes**

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

Not answered

**22. Resume**

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

**23. Signature**

Michael Shirley

This question is marked as sensitive.

Submitter DB ID 50643  
IP Address 2600:1011:b14b:6295:28co:5efb:e019:9792  
Submission Recorded On 06/07/2023 4:37 pm  
Time to Take the Survey 6 minutes, 1 secs.

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**Page 1**

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**Queen Creek, AZ 85142**  
**Fax: 480-358-3001**

**1. Date**

06/14/2023

**2. Name**

**First** Daniel

**Middle** Whitman

**Last** Babcock

**3. Home Address**

19137 E Raven Dr

**4. Mailing Address (if different than home address)**

Not answered

**5. Occupation**

Director, Reporting/Analytics

**6. Phone**

**Home Phone** (602) 617-2212

**Work Phone** (602) 617-2212

**Best time to call (a.m. or p.m.)** Pm

**Fax number** Not answered

**7. Email Address**

dbabcockasu@gmail.com

**8. How long have you been a resident of Queen Creek?**

18 Years

**9. Are you a registered voter?**

**Yes**

**10. Do you live within the Town's incorporated limits?**

**Yes**

**11. Have you participated in the Queen Creek Citizen Leadership Institute?**

**Yes**

**12. If yes, did you graduate?**

**Yes**

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

PTOS, PRAC

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

**Board of Adjustment** Not answered

**Economic Development Commission** Not answered

**Downtown Arts & Placemaking Advisory Committee** Not answered

**Parks and Recreation Advisory Board** 1

**Planning and Zoning Commission** Not answered

**Transportation Advisory Committee** Not answered

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

Have been serving on the board for 2 terms. I was president of Queen Creek Little League for 7 years. I have three kids that all participated in youth sports.

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

Not answered

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

Queen Creek Little League - President, Coach

STYFL - Coach

**18. Are you available for evening meetings?**

**Yes**

**19. Are you available for morning meetings?**

**No**

**20. Are you available for lunch meetings?**

**Yes**

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

Not answered

**22. Resume**

**I hereby acknowledge that all information provided on this application is subject to disclosure pursuant to the Arizona Public Records Law. I understand that members of boards, commissions, committees and task forces are subject to disclosure of**

**conflicts of interest. I certify that the information contained herein is true and accurate to the best of my knowledge.**

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

**23. Signature**

Daniel Babcock

This question is marked as sensitive.

**PARKS AND RECREATION ADVISORY COMMITTEE  
Proposed Terms**

<b><u>Committee Member</u></b>	<b><u>Term Expires</u></b>
<b>Chair - David Dobbs</b>	Aug. 1, 2024
<b>Vice Chair - Dru Alberti</b>	Aug. 1, 2023
<b>Daniel Babcock</b>	<b>Aug. 1, 2025</b>
Karl Kleinebreil	Aug. 1, 2024
<b>Michael Shirley</b>	<b>Aug. 1, 2025</b>
Marvin Smith	Aug. 1, 2024
David Sobeck	Aug. 1, 2024
<b>Sylvia Tarin</b>	<b>Aug. 1, 2025</b>
Staci Curtis	Oct. 1, 2024
April Peterson	Oct. 1, 2024
<b>Lindzie Head</b>	<b>Aug. 1, 2025</b>



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, CHRIS DOVEL, TOWN ENGINEER, MARC PALICHUK, PRINCIPAL ENGINEER

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE "CONDOMINIUM PLAT" FOR VOLARE HANGARS AT PEGASUS AIRPARK, A REQUEST BY HANGAR HOMES AT PEGASUS LLC & HANGAR HOMES AT PEGASUS II LLC.

**DATE:** August 2, 2023

---

**Suggested Action:**

To approve the "Condominium Plat" for Volare Hangars at Pegasus Airpark, a request by Hangar Homes at Pegasus LLC & Hangar Homes at Pegasus II LLC.

**Relevant Council Goal(s):**

Superior Infrastructure

**Discussion:**

*History:*

June 20, 1994

- Town Council approved the Special Use Permit (SU07-94) for the airstrip at the Pegasus Airpark development, subject to conditions.

May 13, 1995

- Town Council approved the Preliminary Plat for Pegasus Airpark Development, subject to conditions. The Preliminary Plat consists of 159 lots on 320 acres.

March 18, 1998

- Town Council approved an amendment to the Special Use Permit (SU07-94) for the Fixed Base Operations.

May 5, 2002

- Town Council approved the Preliminary Plat for Phase One of the hangar site.

June 16, 2004

- Town Council approved the amendment to the Conditional Use Permit (CU01-04) to increase the number of planes allowed at the hangar to 153, but not to exceed 225 planes for the overall development.

January 16, 2008

- Town Council approved the Final Plat for Pegasus Condominium Plat Phase Two Hangars.

March 5, 2008

- Town Council approved the Final Plat for Pegasus Airpark Unit Five, Lots 1-6.

July 16, 2014

- Town Council approved the Condominium Plat for Hangars at the Pegasus.

September 4, 2019

- Town Council approved the Condominium Plat for Hangars at the Pegasus.

September 14, 2022

- Planning and Zoning Commission approved P22-0089 and P22-0091, Volare Estates PAD Rezone and Site Plan.

October 19, 2022

- Town Council approved Ordinance No. 798-22, rezoning the subject property to MU/PAD.

November 9, 2022

- Planning and Zoning Commission approved P22-0092 Volare Estates Preliminary Plat.

Background:

The applicant is requesting approval of a Condominium Plat for a 6.95 acre, 34 unit hangar condominium, located east of the northeast corner of Empire Blvd and Ellsworth Road. The 34 hangar units are spread across 4 buildings. The project will be constructed in two phases. Each phase will contain two buildings, a northern and a southern building. The northern buildings will each contain 12 hangar units, and the southern buildings will each contain 5 hangar units.

The entry to the Volare Hangars is located at the existing secondary entrance of the Pegasus Airpark community, which is located on the north side of Empire Blvd. at Crismon Road.

There are no offsite improvements associated with this project.

**Fiscal Impact:**

The Town will receive building permit fees for the construction of the hangars.

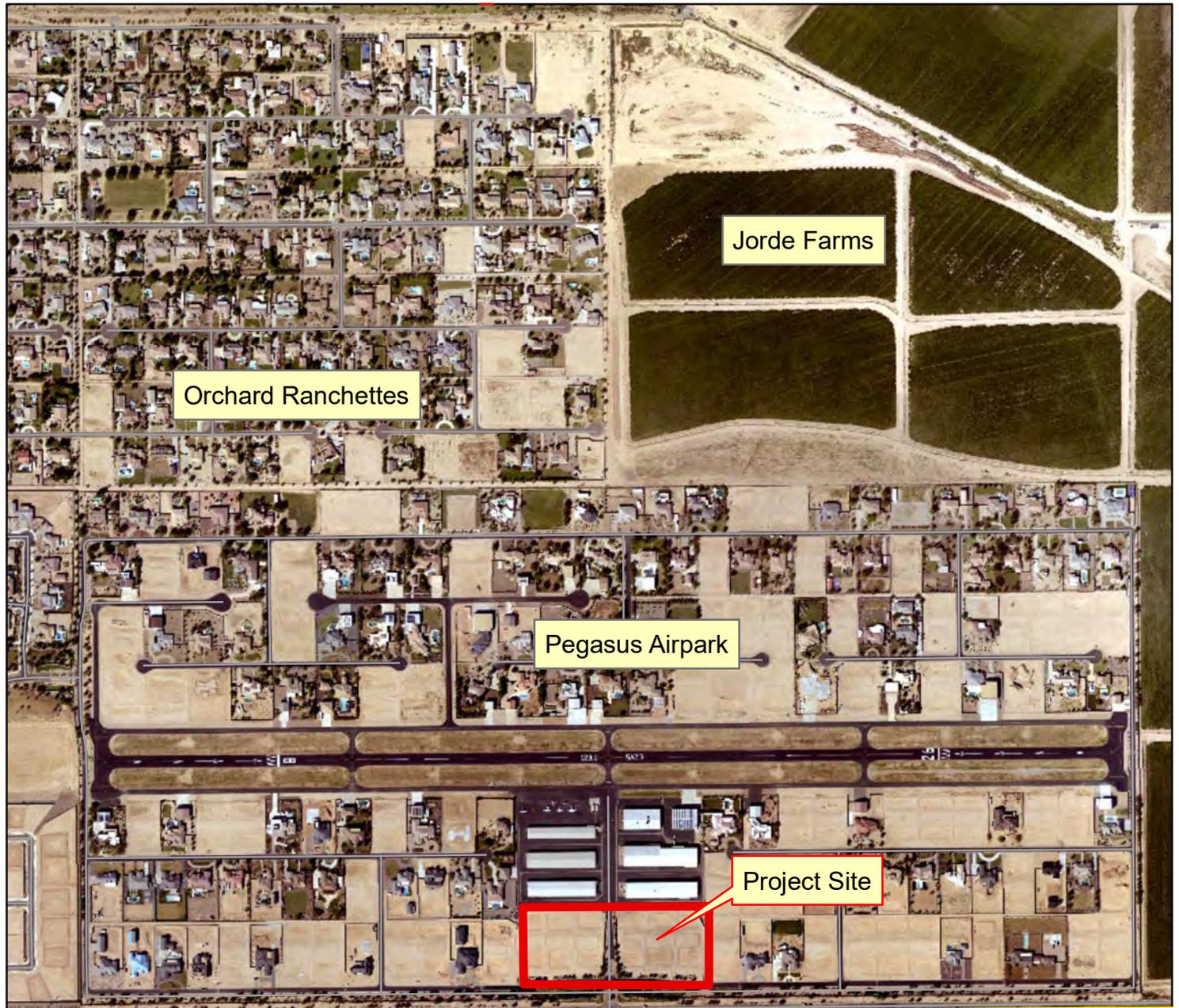
**Alternatives:**

Not to accept the Condominium Plat for Volare Hangars at Pegasus Airpark. If the Town does not accept the Condominium Plat, the new hangars will not be constructed at this time and the Town will not collect building permit fees.

**Attachment(s):**

1. [Aerial Exhibit - Volare Hangars at Pegasus.pdf](#)
2. [Volare Hangars At Pegasus Airpark - Condominium Plat.pdf](#)

# Aerial Exhibit - Volare Hangers at Pegasus Airpark



# VOLARE HANGARS AT PEGASUS AIRPARK

## CONDOMINIUM PLAT

### A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 02 SOUTH, RANGE 07 EAST OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA.

### A REPLAT OF PEGASUS AIRPARK UNIT FIVE, - LOTS 1, 2, 3, 4, 5, AND 6 TRACTS "A", "B", "C", AND "D" AS RECORDED IN BK. 1030 OF MAPS, PG. 23, M.C.R.

#### NOTES

THIS PLAT IS LOCATED WITHIN THE QUEEN CREEK WATER COMPANY SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

THE TOWN OF QUEEN CREEK IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, STREETS, FACILITIES, OR LANDSCAPE AREA, ETC. WITHIN THIS PROJECT.

THE VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM ASSOCIATION SHALL MAINTAIN AND MANAGE ALL COMMON AREAS.

THIS PROPERTY IS SUBJECT TO THE DECLARATION ESTABLISHING VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM ASSOCIATION AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (THE DECLARATION) RECORDATION NUMBER 20230217550 AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

THE DEVELOPER/OWNER RESERVES THE RIGHT, FOR ITSELF AND ITS HEIRS AND ASSIGNS, TO BRING WITHIN THE SCHEME OF THIS UNITS ADDITIONAL PROPERTIES IN FUTURE STAGES OF THE DEVELOPMENT WITHOUT THE CONSENT OF THE OWNERS WITHIN TWENTY (20) YEARS OF THE DATE OF THE DECLARATION. THIS PROVISION IS INTENDED TO BE PERMISSIVE IN NATURE AND ANY SUCH PLANNED DEVELOPMENT SHALL NOT BIND THE DEVELOPER/OWNER, ITS HEIRS AND ASSIGNS, TO MAKE THE PROPOSED ADDITIONS IN ANY SUBSEQUENCE DEVELOPMENT.

THESE PRIVATE STREETS WILL REMAIN PRIVATE AND WILL NEVER CONVERT TO PUBLIC OWNERSHIP.

THE VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPED ISLANDS AND MEDIANS WITH THE EXCEPTION OF THOSE LOCATED WITHIN ARTERIAL ROADWAYS.

CONSTRUCTION WITHIN UTILITIES EASEMENTS SHALL BE LIMITED TO UTILITIES AND DRIVEWAYS.

NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED, OR ANY VEGETATION PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS WHICH WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS.

ALL TRACTS THAT WILL NOT BE CONVEYED TO THE TOWN OF QUEEN CREEK AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF QUEEN CREEK AND SHALL BE OWNED BY THE VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM ASSOCIATION. VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.

THE BOUNDARY OF EACH UNIT IS TO BE CENTER OF WALL.

THIS SUBDIVISION SHALL COMPLY WITH THE ZONING ORDINANCE GUIDELINES FOR PLANNED AREA DEVELOPMENTS.

PEGASUS AIRPARK HOA WILL MAINTAIN THE LANDSCAPING WITHIN ARTERIAL ROADWAYS.

PEGASUS AIRPARK HOA OWNS THE LANDSCAPE TRACTS ON DIANA WAY AND THEY CURRENTLY TAKE CARE OF THEM.

THIS IS A CONDOMINIUM PLAT AND THE VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM ASSOCIATION WILL BE RESPONSIBLE FOR THE FRONT YARD LANDSCAPING FOR THE 10 UNITS FRONTING DIANA WAY.

THE UNIT OWNERS WILL BE USING THE CURRENT RAD 6 CUBIC YARD TRASH CONTAINER RESERVED FOR FLIGHT MEMBER AND HANGAR UNIT USERS.

TRACT AA AND TRACT BB ARE NOT DEDICATED TO PUBLIC BUT ARE PLOTTED AS COMMON PROPERTY OWNED BY THE VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM ASSOCIATION FOR UNIT OWNER USE AND ENJOYMENT AS MORE FULLY SET FORTH IN THE DECLARATION.

#### DEVELOPMENT DATA

PHASE I:	PHASE II:
APN #304-92-242 (LOT 1)	APN #304-92-245 (LOT 4)
APN #304-92-243 (LOT 2)	APN #304-92-246 (LOT 5)
APN #304-92-244 (LOT 3)	APN #304-92-247 (LOT 6)
APN #304-92-248 (TRACT "A")	APN #304-92-249 (TRACT "B")
APN #304-92-250 (TRACT "C")	APN #304-92-251 (TRACT "D")
EXISTING ZONING: MU-PAD GENERAL PLAN DESIGNATION (RURAL)	EXISTING ZONING: MU-PAD GENERAL PLAN DESIGNATION (RURAL)
GROSS AREA: 174,453 SF. 4.005 AC	GROSS AREA: 174,520 SF. 4.006 AC
NET AREA: 151,677 SF. 3.48 AC	NET AREA: 151,305 SF. 3.47 AC
MAXIMUM LOT AREA: 6,400 S.F. MINIMUM LOT AREA: 3,600 S.F.	MAXIMUM LOT AREA: 6,400 S.F. MINIMUM LOT AREA: 3,600 S.F.
OPEN SPACE: 80,000 S.F. = 0.527%	OPEN SPACE: 80,000 S.F. = 0.528%

TOTAL OF UNITS OF PHASE I AND PHASE II: ..... 34

#### APPROVALS

APPROVED BY THE TOWN OF QUEEN CREEK, ARIZONA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

_____	_____
MAYOR	DATE
_____	_____
ATTEST, TOWN CLERK	DATE
_____	_____
TOWN ENGINEER	DATE
_____	_____
PLANNING MANAGER	DATE

#### OWNER

HANGAR HOMES AT PEGASUS, LLC & HANGAR HOMES AT PEGASUS II LLC  
2152 S. VINEYARD, SUITE 105  
MESA, 85210  
PHONE: (623) 277-0000  
EMAIL: JPNANFIL@EQUITY1000.COM

#### BENCHMARK

BRASS CAP IN HANDHOLE  
W 1/4 CORNER OF SEC. 34  
T-2-S, R-7-E  
ELEVATION = 1418.811 NAVD88

#### BASIS OF BEARINGS:

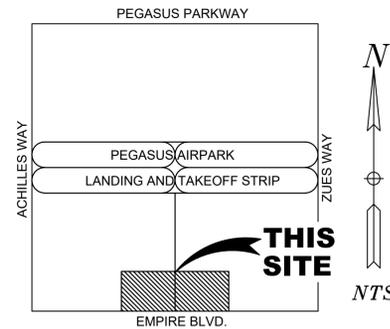
THE SOUTH PROPERTY LINE OF SECTION 34 BEARS S 89°53'32" W PER BOOK 1030, PAGE 23, M.C.R.

#### 100 YEAR ASSURED WATER SUPPLY

THIS SUBDIVISION IS LOCATED WITHIN THE QUEEN CREEK WATER COMPANY SERVICE AREA. A CERTIFICATE OF ASSURED WATER SUPPLY HAS BEEN GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES. (DWR FILE No. 27-400582)

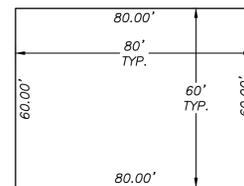
#### LEGEND

- EXISTING TRASH 6 C.Y. CONTAINER LOCATED ON HANGAR TO NORTH
- BRASS CAP
- FOUND 1/2" REBAR
- FOUND PK NAIL
- SET PK NAIL WITH LS TAG #41076
- NOTHING FOUND/NOTHING SET
- CABLE TV
- TELECOM JUNCT. BOX
- ELECTRIC TRANSFORMER
- EXISTING WALL
- DRYWELL/STORM MANHOLE
- ELECTRICAL VAULT
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- GAS LINE INDICATOR
- ROW RIGHT OF WAY
- BSL BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- V.N.A.E. VEHICULAR NON-ACCESS EASEMENT



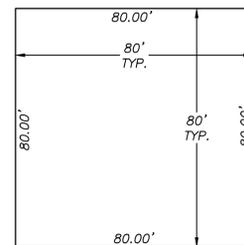
#### VICINITY MAP

N.T.S.



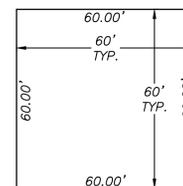
#### TYPICAL UNIT DETAIL

(80.00' x 60.00')  
N.T.S.



#### TYPICAL UNIT DETAIL

(80.00' x 80.00')  
N.T.S.



#### TYPICAL UNIT DETAIL

(60.00' x 60.00')  
N.T.S.

#### UNIT TABLE

##### PHASE I & PHASE II

UNITS	SQ. FEET	ACRES
A1	4,800	0.11
A2	3,600	0.08
A3	3,600	0.08
A4	3,600	0.08
A5	3,600	0.08
A6	4,800	0.11
A7	4,800	0.11
A8	3,600	0.08
A9	3,600	0.08
A10	3,600	0.08
A11	3,600	0.08
A12	4,800	0.11
B1	6,400	0.14
B2	6,400	0.14
B3	6,400	0.14
B4	6,400	0.14
B5	6,400	0.14
C1	4,800	0.11
C2	3,600	0.08
C3	3,600	0.08
C4	3,600	0.08
C5	3,600	0.08
C6	4,800	0.11
C7	4,800	0.11
C8	3,600	0.08
C9	3,600	0.08
C10	3,600	0.08
C11	3,600	0.08
C12	4,800	0.11
D1	6,400	0.14
D2	6,400	0.14
D3	6,400	0.14
D4	6,400	0.14
D5	6,400	0.14

#### PARENT LEGAL DESCRIPTION :

LOTS 1, 2, 3, 4, 5, AND 6 TRACTS "A", "B", "C", AND "D" PEGASUS AIRPARK UNIT FIVE, ACCORDING TO THE MAP RECORDED IN BOOK 1030 OF MAPS, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

#### LEGAL DESCRIPTION PHASE I

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 7 EAST MARKED BY A BRASS CAP IN HAND HOLE NORTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 2,640.88 FEET FROM A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE NORTH 00 DEGREES 11 MINUTES 38 SECONDS EAST, 190.00 FEET;  
THENCE SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 14.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 53 MINUTES 32 SECONDS WEST, 455.01 FEET;

THENCE NORTH 00 DEGREES 11 MINUTES 38 SECONDS EAST, 333.79 FEET;  
THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST, 455.01 FEET;  
THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS WEST, 332.92 FEET TO THE POINT OF BEGINNING.

THE AREA OF PHASE I IS 151,676 S.F. OR 3.48 AC.

#### LEGAL DESCRIPTION PHASE II

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 7 EAST MARKED BY A BRASS CAP IN HAND HOLE NORTH 89 DEGREES 53 MINUTES 32 SECONDS EAST, 2,640.88 FEET FROM A FOUND BRASS CAP FLUSH MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 34;

THENCE NORTH 00 DEGREES 11 MINUTES 38 SECONDS EAST, 190.00 FEET;  
THENCE NORTH 89 DEGREES 54 MINUTES 27 SECONDS EAST, 15.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 11 MINUTES 38 SECONDS EAST, 332.86 FEET;  
THENCE NORTH 89 DEGREES 59 MINUTES 23 SECONDS EAST, 455.01 FEET;  
THENCE SOUTH 00 DEGREES 11 MINUTES 38 SECONDS WEST, 332.21 FEET;  
THENCE SOUTH 89 DEGREES 54 MINUTES 27 SECONDS EAST, 470.51 FEET TO THE POINT OF BEGINNING.

THE AREA OF PHASE II IS 151,306 S.F. OR 3.47

#### CIVIL ENGINEER

ALLEN CONSULTING ENGINEERS, INC.  
4111 E. VALLEY AUTO DRIVE, SUITE 103  
MESA, ARIZONA 85206  
PHONE: (480) 844-1666  
EMAIL: ace@allenconsultengr.com

#### SHEET INDEX

COVER SHEET ..... 1  
FINAL PLAT ..... 2  
UTILITY EASEMENTS SHEET.....3

#### UTILITIES

SEWER: TOWN OF QUEEN CREEK  
WATER: TOWN OF QUEEN CREEK  
FIRE: TOWN OF QUEEN CREEK  
ELECTRIC: SRP  
TELEPHONE: CENTURYLINK  
CABLE: COX  
GAS: SOUTHWEST GAS



DATE
▲
▲
▲



**ALLEN CONSULTING ENGINEERS, INC.**  
4111 E. VALLEY AUTO DRIVE, SUITE 103  
MESA, ARIZONA 85206  
PHONE (480) 844-1666  
E-MAIL: ace@allenconsultengr.com

#### VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM PLAT

JOB NUMBER	96986	SHEET	1	OF	3
DRAWING	PLAT-SHTS 1&2	CHECKED BY		DATE	4/26/23
DRAFTSMAN					

#### SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND DIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH 2023, THAT THIS SURVEY IS COMPLETE AS SHOWN, THAT THE MONUMENTS AND LOT CORNERS SHOWN ACTUALLY EXIST OR WILL BE PERMANENTLY SET BY COMPLETION OF CONSTRUCTION. THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED.

*Anthony N. Zaugg*  
ANTHONY N. ZAUGG, R.L.S. #41076

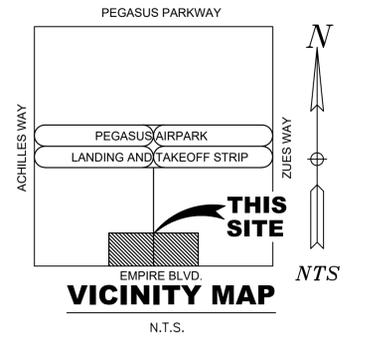
# VOLARE HANGARS AT PEGASUS AIRPARK

## CONDOMINIUM PLAT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 02 SOUTH, RANGE 07 EAST OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA.  
A REPLAT OF PEGASUS AIRPARK UNIT FIVE, - LOTS 1, 2, 3, 4, 5, AND 6 TRACTS "A", "B", "C", AND "D" AS RECORDED IN BK. 1030 OF MAPS, PG. 23, M.C.R.

### LINE TABLE

LINE	BEARING	DISTANCE
L1	S39°35'01"E	29.86'
L2	S41°48'27"W	30.86'
L3	N34°20'14"W	35.37'
L4	N33°12'31"E	36.79'
L5	S89°53'32"W	14.50'
L6	N89°54'27"E	15.50'
L7	S89°59'53"E	14.50'
L8	N89°59'23"E	15.50'



EXISTING ADJACENT HANGARS  
APN: 304-93-551  
PEGASUS AIRCRAFT STORAGE  
CONDOMINIUM ASSOC  
NOT A PART

EXISTING ADJACENT HANGARS  
APN: 304-97-978  
HANGARS AT THE PEGASUS  
CONDOMINIUM REPLAT  
BK. 1522, PG. 14 M.C.R.  
NOT A PART

APN: 304-92-208  
HANGAR HOMES AT PEGASUS II LLC  
NOT A PART

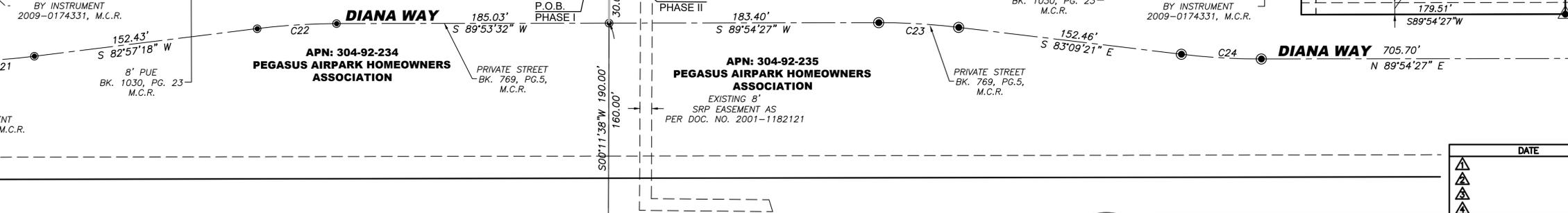
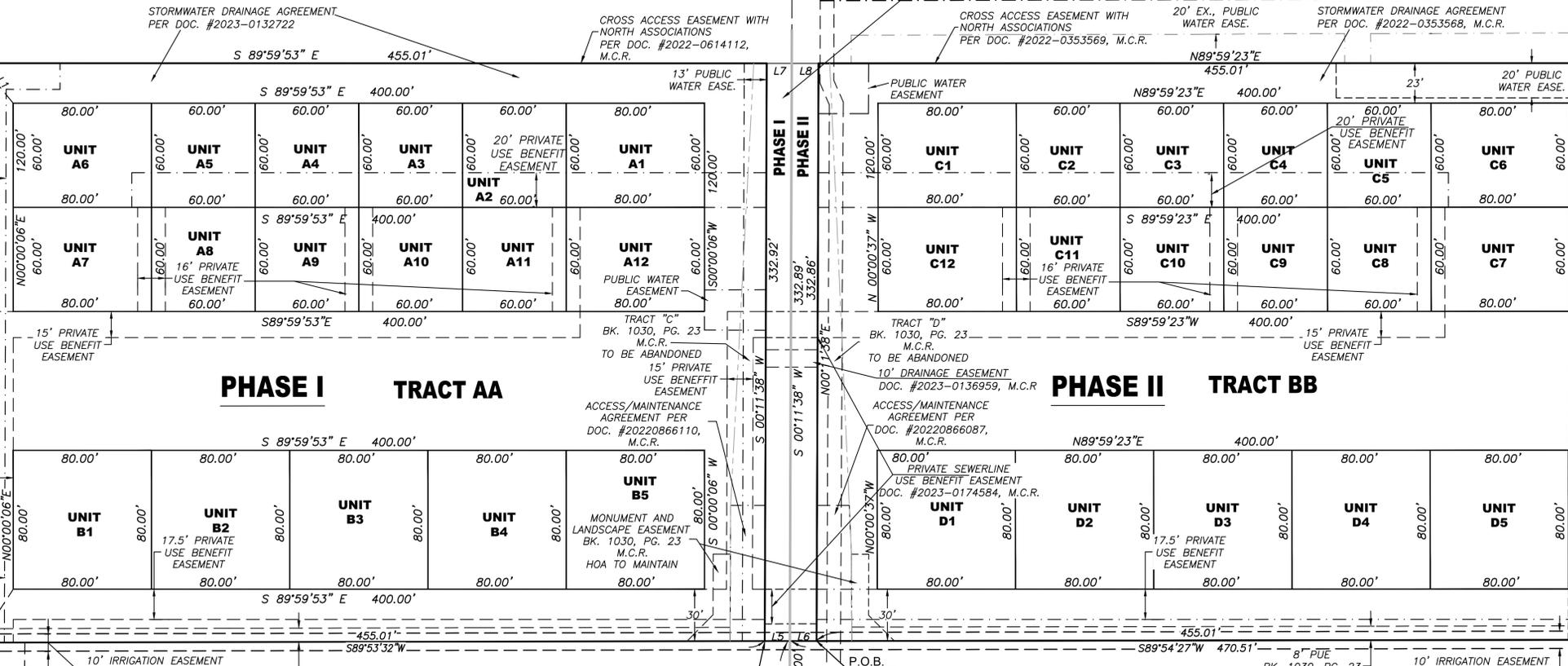
APN: 304-92-221  
HANGAR HOMES AT  
PEGASUS II LLC  
NOT A PART

APN: 304-92-182  
MICHAEL A RYAN REVOCABLE  
TRUST  
NOT A PART

AVIATION EASEMENT ABANDONED  
PER DOC. #20220839156, M.C.R.

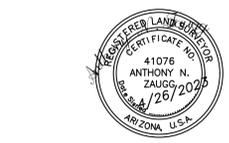
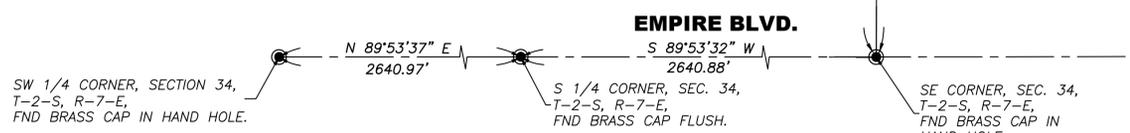
APN: 304-92-195  
GOLDEN KEY  
INVESTMENTS LLC  
NOT A PART

110' TRACT "A"  
BK. 769, PG. 05  
M.C.R.



CURVE DATA:

Curve Number	Delta	Radius	Arc Length	Tangent
C21	06°56'14"	450.00'	54.48'	27.28'
C22	06°56'14"	450.00'	54.48'	27.28'
C21	06°56'12"	450.00'	54.48'	27.28'
C22	06°56'12"	450.00'	54.48'	27.28'



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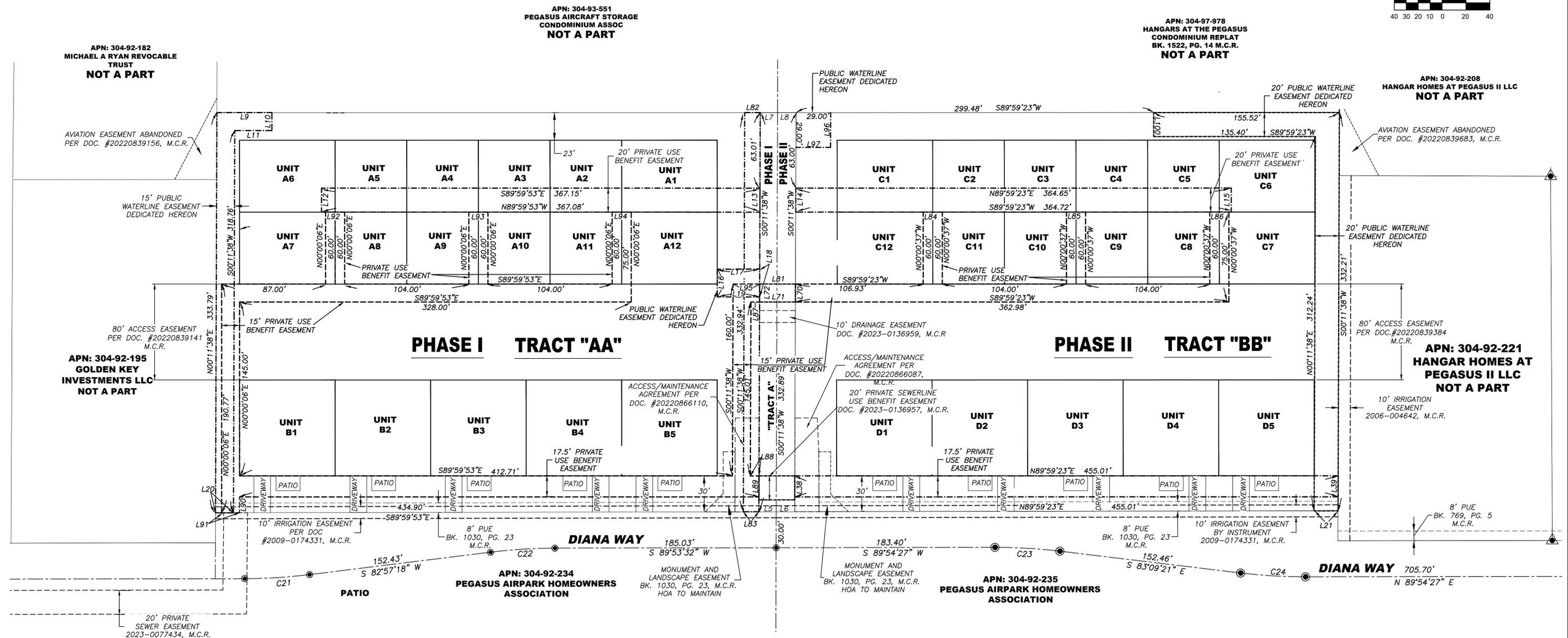
### VOLARE HANGARS AT PEGASUS AIRPARK CONDOMINIUM PLAT

JOB NUMBER	96986	SHEET	2	OF	3
DRAWING	PLAT-SHTS 1&2	CHECKED BY		DATE	04-26-23
DRAFTSMAN					

# VOLARE HANGARS AT PEGASUS AIRPARK

## PLAT - SHT 3

**A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 35,  
TOWNSHIP 02 SOUTH, RANGE 07 EAST OF THE G.&S.R.B.&M., MARICOPA COUNTY, ARIZONA.  
A REPLAT OF PEGASUS AIRPARK UNIT FIVE, - LOTS 1, 2, 3, 4, 5, AND 6 TRACTS "A", "B", "C", AND "D"  
AS RECORDED IN BK. 1030 OF MAPS, PG. 23, M.C.R.**



**LINE TABLE**

LINE	BEARING	DISTANCE
L5	S89°53'32"W	14.50'
L6	N89°54'27"E	15.50'
L7	S89°59'53"E	14.50'
L8	N89°59'23"E	15.50'
L9	S89°59'53"E	46.04'
L10	S00°00'13"E	15.00'
L11	N89°59'53"W	31.10'
L12	N00°00'06"E	20.00'
L13	S00°11'38"W	20.00'
L14	S00°11'38"W	20.00'
L15	S00°00'37"E	20.00'
L16	N00°00'06"E	23.06'
L17	N89°40'11"E	35.54'
L18	S00°11'38"W	23.38'
L19	N89°48'22"W	35.46'
L20	S89°53'32"W	15.00'

**LINE TABLE**

LINE	BEARING	DISTANCE
L21	S89°54'27"W	20.00'
L38	N00°11'38"E	17.50'
L39	S00°11'38"W	17.50'
L70	S00°11'38"W	15.00'
L71	S89°59'23"W	30.00'
L72	N00°11'38"E	15.00'
L81	N89°59'23"E	30.00'
L82	S89°59'53"E	13.00'
L83	S89°53'33"W	13.00'
L84	N89°59'23"E	16.00'
L85	N89°59'23"E	16.00'
L86	N89°59'23"E	16.00'
L87	S89°59'23"W	7.25'
L88	N89°53'44"E	7.25'
L89	S00°11'38"W	17.51'
L90	S00°00'06"W	13.24'
L91	S89°53'32"W	15.00'
L92	S89°59'53"E	16.00'
L93	S89°59'53"E	16.00'

**LINE TABLE**

LINE	BEARING	DISTANCE
L94	S89°59'53"E	16.00'
L95	N89°59'23"E	22.25'
L96	S00°11'38"W	29.00'
L97	S89°59'23"W	29.00'
L100	N00°09'48"W	20.00'

**CURVE DATA:**

Curve Number	Delta	Radius	Arc Length	Tangent
C21	06°56'14"	450.00'	54.48'	27.28'
C22	06°56'14"	450.00'	54.48'	27.28'
C21	06°56'12"	450.00'	54.48'	27.28'
C22	06°56'12"	450.00'	54.48'	27.28'



**ALLEN CONSULTING ENGINEERS, INC.**

4111 E. VALLEY AUTO DRIVE, SUITE 103  
MESA, ARIZONA 85206  
PHONE (480) 644-1666  
E-MAIL: ace@allenconsultengr.com

**VOLARE HANGARS AT PEGASUS AIRPARK  
UTILITY EASEMENTS SHEET**

<b>JOB NUMBER</b>	96986	<b>SHEET</b>	3	<b>OF</b>	3
<b>DRAWING</b>	PLAT-SHT 3	<b>CHECKED BY</b>		<b>DATE</b>	4/26/23



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** JENNIFER LINDLEY, DOWNTOWN DEVELOPMENT MANAGER

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF A ONE-YEAR CONTRACT WITH SAGUARO SUMMIT LLC, DBA CHRISTMAS LIGHT DECORATORS FOR HOLIDAY LIGHTS AND DECORATIONS IN DOWNTOWN QUEEN CREEK WITH UP TO FOUR POSSIBLE ONE-YEAR RENEWALS IN THE AMOUNT NOT TO EXCEED \$85,000 ON AN ANNUAL BASIS. (FY 2023/24 BUDGETED ITEM)

**DATE:** August 2, 2023

---

**Suggested Action:**

To approve a one-year contract with Saguaro Summit LLC, dba Christmas Light Decorators for holiday lights and decorations in the downtown core with up to four possible one-year renewals in the amount not to exceed \$85,000. (FY 2023/24 Budgeted Item)

**Discussion:**

On May 25, 2023, the Town issued RFP 23-026 for Downtown Queen Creek Holiday Lights. It closed June 20, 2023 and 6 proposals were received. An evaluation committee of 6 people reviewed and evaluated all proposals and is recommending award to Saguaro Summit LLC, dba Christmas Light Decorators.

**Fiscal Impact:**

This is an FY24 budgeted item, no budget adjustments are required to award this contract. All subsequent renewal periods (years) will be evaluated and budgeted accordingly during the annual budget process.

**Alternatives:**

The Town Council could choose not to approve the contract.

**Attachment(s):**

1. [Contract](#)

**TOWN OF QUEEN CREEK**

**SERVICES CONTRACT**

**TOWN CONTRACT NUMBER \_\_\_\_\_**

This Contract is made and entered into effective as of the 2<sup>nd</sup> day of August, 2023 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Saguaro Summit DBA Christmas Light Decorators, an Arizona Limited Liability Corporation ("Vendor"). Town and Vendor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

**RECITALS**

**WHEREAS**, Town issued a Request for Proposals for Downtown Queen Creek Holiday Lights, RFP No. 23-026, (hereinafter "the RFP"); and,

**WHEREAS**, Vendor submitted a response to the RFP on or before June 20, 2023 ("Response"); and,

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

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

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

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

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

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

**AGREEMENTS**

**ARTICLE 1. SCOPE OF SERVICES**

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

**ARTICLE 2. FEES**

1. Vendor shall be paid according to the schedule set forth in Exhibit C.

2. The Town will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. A Town issued purchase order is required prior to any services being rendered. A Town purchasing card is an acceptable method of payment.

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

### **ARTICLE 3. TERM OF CONTRACT**

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

2. The Vendor shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator.

3. The term of the Contract shall commence on 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.

4. Renewal: The Town will request a proposal and conceptual design from the awarded contractor prior to each year renewal. Award of any Proposal will be dependent on Town budget and Council approval. Please note that establishment of a Contract does not obligate Town to award projects.

### **ARTICLE 4. TERMINATION OF CONTRACT**

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

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

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

4. The Vendor shall receive as compensation in full only for Services performed and Goods delivered to the Town, and approved in writing by the Contract Administrator, prior to the

date of such termination. The Town shall make such final payment within 60 days after the latest of: (i) Vendor's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Vendor's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

#### **ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES**

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

#### **ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING**

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

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

#### **ARTICLE 7. COMPLETENESS AND ACCURACY**

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

#### **ARTICLE 8. OWNERSHIP OF DOCUMENTS**

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

documents and Work Product to the Town.

## **ARTICLE 9. INDEMNIFICATION**

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

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

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

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

## **ARTICLE 10. INSURANCE**

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

## **ARTICLE 11. WARRANTIES**

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

apply; and (vii) be fully covered by Vendor's warranties running in favor of the Town under this Contract.

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

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

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

## **ARTICLE 12. ADDITIONAL DISCLOSURES BY VENDOR**

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

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

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

## **ARTICLE 13. CONTRACT ADMINISTRATOR**

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

Contract Representatives:

<b>For the Town</b>	<b>For the Contractor</b>
Name: Jennifer Lindley	Name: Aaron Farrelly
Title: Downtown Development Manager	Title: CEO
Address: 22358 S. Ellsworth Road Queen Creek, AZ 85142	Address: 3414 N. Higley Rd. Mesa, AZ 85215
Phone: 480-358-3523	Phone: 480-967-1122
Email: jennifer.lindley@queencreekaz.gov	Email: aaron@cldaz.com

**ARTICLE 14. NOTICE**

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

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

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

Vendor:                 Aaron Farrelly  
Christmas Light Decorators  
3414 N. Higley Rd.  
Mesa, AZ 85215  
Email: aaron@cldaz.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.** Vendor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments, or claims submitted by the Vendor or any of his payees related to or arising out of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Vendor's records and personnel throughout the term of this Contract and for a period of three (3) years after last or final payment.

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

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

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

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

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

G. **TAXES.** Vendor shall be solely responsible for any and all tax obligations which may result out of the Vendors performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Vendor. The Town will report the value paid for

these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Vendor acknowledges that Vendor may be subject to I.R.S. provisions for payment of estimated income tax. Vendor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Sales tax for Goods received by the Town in relation to this Contract shall be indicated as a separate item on any notice of amount due.

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

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

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

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

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

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

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

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

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

structure, building or transportation facility or improvement to real property.

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

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

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

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

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

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

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

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

V. A.R.S. § 35-394 CERTIFICATION. Pursuant to A.R.S. § 35-394, Contractor hereby certifies to Town and agrees for the duration of this Contract that Contractor will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and/or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the above written certification, Contractor shall notify Town within five business days after becoming aware of the noncompliance. If Contractor does not provide Town with a written certification that Contractor has remedied the noncompliance within one hundred eighty days after notifying Town of the noncompliance, this Contract will terminate, except that if this Contract termination date

occurs before the end of the remedy period, this Contract terminates on the Contract termination date.

**ARTICLE 16. FUNDS APPROPRIATION**

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 13 of this Agreement at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

**TOWN OF QUEEN CREEK:**

Approval of Town Council:

Approval of Contract Administrator:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Manager

ATTEST:

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

REVIEWED AS TO FORM:

\_\_\_\_\_  
Dickinson Wright PLLC  
Town Attorneys

**VENDOR:**

*Aaron Farrelly* July 18, 2023  
\_\_\_\_\_  
Aaron Farrelly, CEO, Saguaro Summit DBA Christmas Light Decorators

**EXHIBIT A**  
**INSURANCE**

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Town of Queen Creek in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

**Minimum Scope and Limits of Insurance**

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

**Commercial General Liability (CGL) – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Business Automobile Liability**

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

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

#### Additional Insurance Requirements

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

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the Town of Queen Creek shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

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

#### Notice of Cancellation

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

#### Acceptability of Insurers

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

## Verification of Coverage

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

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

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.

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](mailto:procurement@queencreekaz.gov). The Town of Queen Creek project/contract number and project location shall be noted on the certificate of insurance. The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

## 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.

## Approval and Modifications

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

## Exceptions

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

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Town of Queen Creek is seeking proposals from experienced and qualified firms to install, remove and store holiday lights and decorations, install and remove tree lighting, and maintain and repair holiday lights accordingly. The lighting and decorations will be installed in the Downtown Core and a large focus will need to be on the trees along Ellsworth Road south of Rittenhouse. Proposals should also include the installation, removal, storage and care/maintenance of the artificial Christmas Tree (a 20-foot Commercial Frame Tower Tree with a 'Classic Tree Decor Package, Red, Gold, & Green variety of Ornaments & Mesh) and its decorations that are currently owned by the Town. It is anticipated that this tree will be set up in front of the Queen Creek Library building on the North West corner of the plaza area..

Electricity receptacles are available on the lamp posts for lights at each site and the power cost will be paid by the Town. Lighting and decorations shall be securely fastened to reduce

the likelihood of damages and outages due to wind and theft. Trees are to be fully wrapped (trunk and branches). All strands of lights are to be warm white LEDs.

Installation must be completed no later than November 26 2023. All decorations shall be maintained through January 5, 2024 and removed by January 12, 2024.

Pricing: Include an itemized proposed price for each area identified in the sections above. If there are elements to the project whose costs cannot be defined, provide an explanation and include a contingency in the pricing proposal. Proposals could include options for leasing lights/decorations and/or options for purchase. Pricing assumes there is sufficient power available for selected options and that power is available within a reasonable distance. Include any unforeseen or additional charges that are not included in contract pricing.

Proposal submitted for 2023.

**Proposed Concept**

Our proposed concept for Queen Creek would include tree lighting along Ellsworth and Ocotillo Roads and high-impact, large statement pieces throughout downtown Queen Creek. Our design provides both daytime and nighttime appeal, invites interaction from guests, and utilizes a sophisticated classic color palette of greens, reds, white, and gold.



Classic garland and red bows elevate the walking paths along Ellsworth and offer an immersive experience to residents and guests. The décor will tie into the 6-foot wreath on the clock tower and the tower tree décor.



A family-friendly Mr. Kriss greets library visitors.



With Mr. Kris in the background, guests can pose in Santa’s wooden sleigh amongst rustic reindeer, which nod to Queen Creek’s farm and country roots. This display also offers daytime appeal and draws attention to the sleek city Parks and Recreation building.



The enormous Aida gift walk-through will replace the previous walk-through ornament behind the town’s clock tower. The addition of tree lighting here with cluster canopies will match the classic décor of the wreath and amplify the wow factor.



Standing at over 16 feet tall, the impressive Fier 500 Star has never been displayed in Arizona. At its exclusive debut in Queen Creek, it would highlight the beautiful Town Hall. The Fier features twinkling lights, which give it an animated effect and add extra interest over static props.



Our proposal includes continued storage and installation of Queen Creek’s beautiful tower tree in classic décor.



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

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

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF DELEGATION RESOLUTION #1528-23 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 HORSESHOE PARK & EQUESTRIAN CENTRE (HPEC) RV PARK IMPROVEMENTS (CIP PROJECTS NO. HP301 AND HP302) IN AN AMOUNT NOT TO EXCEED \$613,065 AND RELATED BUDGET ADJUSTMENTS.

**DATE:** August 2, 2023

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**Suggested Action:**

To approve Delegation Resolution #1528-23 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 Horseshoe Park & Equestrian Centre (HPEC) RV Park Improvements (CIP Projects No. HP301 and HP302) in an amount not to exceed \$613,065 and related budget adjustments.

**Relevant Council Goal(s):**

Superior Infrastructure – Capital Improvement Program

**Discussion:**

On October 5, 2022, Council approved On-call Project Order #2 with Sunrise Engineering for engineering services to design improvements for the HPEC RV Park including expansion of twenty-one new RV stalls and two new RV dump stations. The construction effort under the proposed delegation resolution is a result of that design, and will provide additional amenities to the park that are necessary for its growth and to accommodate new and existing events.

On May 17, 2023, invitation for bid (IFB) No. 23-030, HPEC RV Park Improvements was opened and subsequently bids were evaluated. As a result of the solicitation, Mark Scott Construction, Inc. is the lowest bidder for construction of this project with a total bid amount of \$552,701. The proposed delegation resolution will allow for the approval to award the IFB No. 23-030 construction contract to Mark Scott Construction, Inc.

The proposed delegation resolution is not to exceed \$613,065. This amount consists of the construction contract with Mark Scott Construction, Inc. for all necessary electrical, water and wastewater infrastructure and equipment for twenty-one new RV stalls and two new RV dump stations. Included are also other project components that may be needed prior to the start of construction and setup and operation fees for dump station equipment, as well as the post design services with Sunrise Engineering for construction administration. A summary of items is listed in the

attached Delegation Resolution #1528-23 as Exhibit 1.

If Delegation Resolution #1528-23 is approved, pre-purchase of equipment and construction is anticipated to start August 14, 2023, and the project is expected to be completed in September 2024.

**Fiscal Impact:**

Funding for the Horseshoe Park & Equestrian Centre (HPEC) RV Park Improvements (CIP Projects No. HP301 and HP302) was originally included in the FY 2022/23 budget; however, cost estimates from the design team came in much higher than the amounts budgeted, so staff paused the projects to evaluate options for moving forward with the projects. Staff ultimately determined to bid out the projects together as a single package in an attempt to achieve economies by having a single contractor for both projects. However, the timing of the bid process did not allow staff to secure a contract before the end of the fiscal year, which meant the original budget for the projects lapsed and was not included in the carry-forward budget for FY 2023/24. Because these projects were not included in the FY 2023/24 CIP Adopted Budget, approving the contract will require budget adjustments from CIP contingency. The following table summarizes the project costs and the required budget adjustments.

Project	Previously Approved Contracts	Requested DR 1528-23	Total Project Cost	FY 2023/24 Budget	FY 2023/24 Budget Adjustment From Contingency
HPEC RV Stalls Expansion (HP301)	16,888	347,277	364,165		347,277
HPEC RV Dump Stations (HP302)	13,414	265,788	279,202		265,788
	30,302	613,065	643,367		613,065

The funding source for the two projects is the Operating Budget.

Please find the estimated Return on Investment (ROI) for both projects based on staff’s projections:

### HPEC 22-23 CIP Projects

Project	RFP	Annual	R.O.I
	Lowest Bid	Income	
HP301-HPEC RV SPACES EXPANSION	\$364,165.00	\$64,680.00	<b>5.6 Years</b>
21 RV Spaces			
88 Nights each @ \$35			
1,848 Total Nights			
HP302 - RV DUMP STATIONS NEW	\$279,202.00	\$72,870.00	<b>3.8 years</b>
2,258 Current RV Customers			
2,600 Local Resident Use			
4,858 Customers Annually @ 15 ea.			
<b>Total Project</b>	<b>\$643,367.00</b>	<b>\$140,710.00</b>	<b>4.5 years</b>

**Alternatives:**

- The Town Council may decide not to approve Delegation Resolution #1528-23 in order to re-prioritize capital projects. If the resolution is not approved, the project construction schedules will be further delayed.
- The Town Council may decide to approve a portion of the project including construction of HPEC RV Stalls Expansion (CIP Project No. HP301) and/or HPEC RV Dump Stations (CIP Project No. HP302); however, Town Staff strongly advises against separating the projects due to probable escalation in costs.

**Attachment(s):**

1. [HP 301-302 Project Site Exhibit](#)
2. [Delegation Resolution #1528-23 Exhibit 1](#)

**HORSESHOE PARK & EQUESTRIAN CENTRE (HPEC) RV PARK  
IMPROVEMENTS, CIP PROJECT NO. HP301 AND HP302.**



**Project Site Exhibit**



**RESOLUTION NO. 1528-23**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING AND DIRECTING THE TOWN MANAGER, AND/OR CAPITAL IMPROVEMENT PROJECTS DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS AND AGREEMENTS RELATED TO THE HORSESHOE PARK & EQUESTRIAN CENTRE (HPEC) RV PARK IMPROVEMENTS, CIP PROJECT NO. HP301 AND HP302.**

**WHEREAS**, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements to complete the Horseshoe Park & Equestrian Centre (HPEC) RV Park Improvements, CIP Project No. HP301 And HP302 (the “Project”), as more specifically described in the Staff Report presented to the Council in support of this Resolution, and the summary of items included in the Project set forth in Exhibit 1 attached hereto, both of which are incorporated herein by this reference; and

**WHEREAS**, Article 5 of the Town’s Procurement Policy authorizes that Town Council to delegate signature authority to the Town Manager and/or Department Director for certain contracts related to the Project; and

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

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

- Section 1:** That the total Resolution amount is affirmed to be \$613,065 and the total authorized budget amount for the Project is hereby affirmed to be \$643,367.
- Section 2:** That the Town Manager has the authority to sign and enter into, on the Town’s behalf, individual contracts, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.
- Section 3:** That the Capital Improvement Projects Director has the authority to sign and enter into, on the Town’s behalf, individual contracts and/or agreements valued at less than \$100,000, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.
- Section 4:** That the Town Manager, Capital Improvements Projects Director and Town Attorney are authorized to sign such documents in such form as is finally approved and take such actions as are reasonably necessary to effectuate the terms of the contracts, services, and/or agreements.
- Section 5:** This delegation of signature authority shall remain in force until the Project is delivered, completed, and placed into service, or until revoked by a subsequent, validly passed resolution of the Town Council.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2ND day of AUGUST, 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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Julia Wheatley, Mayor

---

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

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Bruce Gardner, Town Manager

---

Dickinson Wright, PLLC  
Town Attorneys

**Resolution #1528-23**  
**Exhibit 1**

HP301 and HP302 HPEC RV Park Improvements		Estimated Cost	5% Contingency	Extended Cost
<b>CONSTRUCTION</b>	HP301 Sunrise Engineering Post Design Services	\$2,935	\$147	\$3,082
	HP301 RV Pedestal Expansion w/allowance	\$327,805	\$16,390	\$344,195
	HP302 Sunrise Engineering Post Design Services	\$2,935	\$147	\$3,082
	HP302 RV Dump Stations w/allowance	\$224,896	\$11,245	\$236,141
	HP302 RV Dump Stations Sani Star Costs	\$25,300	\$1,265	\$26,565
	<b>Proposed Construction Subtotal</b>			<b>\$613,065</b>
<b>MISC. EXPENSES</b>				
	<b>Proposed Misc. Expense Subtotal:</b>			
	<b>Total HP301/302 Project Budget Requested Under Delegation Resolution No. 1528-23</b>			<b>\$613,065</b>
	<b>Previously Approved Design Contracts</b>			<b>\$30,302</b>
	<b>Total Project Cost</b>			<b>\$643,367</b>



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

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

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1530-23  
 APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT  
 WITH CHELSEA UNITED GROUP, LLC FOR THE PROPOSED DEVELOPMENT OF THE  
 HOMEWOOD SUITES ON THE 2.43 ACRES LOCATED ON THE SWC OF ELLSWORTH  
 AND RITTENHOUSE ROADS; AND AUTHORIZING THE MAYOR, TOWN MANAGER,  
 TOWN ATTORNEY AND TOWN CLERK TO TAKE ALL ACTIONS NECESSARY TO  
 NEGOTIATE, FINALIZE, EXECUTE, AND IMPLEMENT THE AMENDMENT.

**DATE:** August 2, 2023

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**Suggested Action:**

Move to approve Resolution 1530-23 approving the Second Amendment to the Development Agreement with Chelsea United Group for the 2.43 acres located on the SWC of Ellsworth and Rittenhouse roads and authorizing the Mayor, Town Manager, Town Attorney and Town Clerk to take all actions necessary to negotiate, finalize, execute, and implement the Amendment.

**Relevant Council Goal(s):**

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

**Discussion:**

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

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

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

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

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

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

A First Amendment to the Development Agreement was approved on May 3, 2023 and this amendment revised the dates for the project's groundbreaking and grand opening with construction commencing by July 2023 and completion and grand opening by November 2024.

Tonight, the Second Amendment before you for consideration, is a request for a 60-day extension for the start of construction no later than 9/30/23 and for the hotel to be open for business no later than 1/15/25.

**Alternatives:**

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

**Attachment(s):**

1. [Resolution 1530-23](#)
2. [Copy of the Second Amendment to the Development Agreement.](#)

**RESOLUTION 1530-23**

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2<sup>nd</sup> day of August 2023.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

\_\_\_\_\_  
Julia Wheatley, Mayor

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

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
Bruce Gardner, Town Manager

\_\_\_\_\_  
Scott Holcomb, Town Attorney

WHEN RECORDED RETURN TO:

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

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**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

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

**RECITALS**

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

A. Town and Developer are parties to a Development Agreement dated as of October 21, 2022 (the “**2022 Agreement**”), and recorded in the Official Records of the Maricopa County Recorder (“**Official Records**”) on October 24, 2022, as Instrument No. 20220795724.

B. Town and Developer then entered into a First Amendment to Development Agreement (the “**First Amendment**”) dated as of May \_\_, 2023 (the 2022 Agreement and the First Amendment, collectively, the “**Agreement**”). Capitalized terms not otherwise defined in this Second Amendment will have the meaning set forth in the Agreement.

C. Because of certain loan underwriting delays outside the control of Developer, Developer has requested brief extensions for commencement and completion of the Hotel. Town has determined that the requested extensions are reasonable and have no material, adverse effect on the Project or the benefits to be conferred upon Town. The Parties now desire to modify the Agreement in the manner set forth in this Second Amendment.

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

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

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

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

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

(c) Developer shall cause Commencement of Construction of the Hotel to occur on or before September 30, 2023.

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

(e) Developer shall cause Completion of Construction of the Hotel to occur on or before January 15, 2025.

(f) Developer shall cause the Grand Opening of the Hotel to occur no later than January 15, 2025. "**Grand Opening**" shall mean that the Hotel is generally open for business to the public for unrestricted lodging and related hospitality services seven days a week.

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

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

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

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

**SIGNATURE PAGE TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

**TOWN**

TOWN OF QUEEN CREEK, ARIZONA, an  
Arizona municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**SIGNATURE PAGE TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

**DEVELOPER**

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

By: \_\_\_\_\_  
Nirav Patel, Manager

By: \_\_\_\_\_  
Gunvant Patel, Manager

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

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

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_



TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** BRUCE GARDNER, TOWN MANAGER  
**FROM:** DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR, DAVID SOLUM, GENERAL MANAGER, HORSESHOE PARK & EQUESTRIAN CENTRE  
**RE:** PRESENTATION AND DISCUSSION ON THE PRELIMINARY FINDINGS FOR THE HORSESHOE PARK AND EQUESTRIAN CENTRE (HPEC) FIVE YEAR STRATEGIC PLAN.  
**DATE:** August 2, 2023

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**Suggested Action:**

None.

**Discussion:**

HPEC opened in 2009, with a vision of serving the equestrian industry as well as being a flexible event facility for non-equestrian events. Over the years, the Town has invested in the needed resources and capital improvements to enhance the amenities at the park to attract, retain and grow events. However, as a seasonal venue, HPEC has reached its saturation point and can only achieve further growth through additional investment. HPEC generates direct economic return in three key areas:

**Event invoices:** These are the costs invoiced for rental of assets and support services per event, paid by event producers.

**Secondary event revenue:** RV stall rentals, Bedding/Shaving sales, and Food & Beverage sales are the most common revenues generated at the venue due to the event being produced.

**Consumer Spending/Economic Impact:** When HPEC hosts an event, the Town benefits from attendees spending money in the town, hotel, restaurants, gas stations and various other goods and services. This is the infusion of additional sales tax generated due to the direct event activity at the park that otherwise would not occur within the Town jurisdiction (commonly referred to as event and/or sports tourism economic impact.)

It is important to note that the United States equine industry is a very diverse, unique and impactful industry, and the equine and rodeo industry is seeing positive activity at the event level. HPEC has an opportunity to capitalize on this momentum as the industry, in terms of event production, is returning to almost equal levels compared to 2019 (pre-pandemic) and the potential for continued growth is tremendous.

In 2022, HPEC contracted 4D Production LLC, Brian Dygert, Principal, to develop a Five-Year Strategic Plan. This plan will assist the Town and HPEC in future decision making and will outline short and mid-term strategies for increasing revenues, while managing expenses and maintaining the operational budget cost recovery of 50%. The plan will also identify additional capital investments that the Town may consider, cost recovery levels, event production opportunities, and additional revenue streams to support growth and forward movement.

### **Short to Mid-Term Strategy (1-5 years)**

- Implement updated industry comparable rates and fees (in progress)
- Institute a new process for facility support services – i.e., event set-up, custodial services.
- Assess vendor rates and update/include as appropriate in contract terms.
- Issue Request for Proposal (RFP) for food, beverage and alcohol services.
- Master site plan outlining locations of potential future, phased capital improvements.
- Issue RFP for a full-service restaurant to align with the location of the Chapman Auto Group (main arena).
- New digital marquee along Riggs Road with a formal marquee sponsorship program.
- A more formal facility sponsorship program.
- Enhanced marketing strategy, brand awareness, and professional relationship development.
- Temporary and flexible facility infrastructure – additional barn stalls, RV pedestals, and RV Check-In office to accommodate growth of existing events and for attracting new events to be developed at HPEC.
- A formal independent economic impact analysis should be studied continually on a 5-year cycle to direct decisions on the long-term planning, capital and operational demands. As HPEC attracts more event producers, the destination tourism impact of economics is measurable as a key component to any municipality.
- A revised booking policy; prioritization of the annual booking program.
- Explore a parking program that would allow HPEC to control parking and the fees associated with event parking.

Although the Plan being presented is a Five-Year Plan, the consultant will also share longer term strategies for maximum utilization of the facility for the Council to think about over the next several years. This includes additional capital investments and the creation of a new event(s) that HPEC can produce and realize all of the positive returns.

This evening the Plan is on the agenda for Discussion only. The Plan will be brought back on a future agenda for approval.

### **Attachment(s):**

1. [Five Year Strategic Plan Presentation](#)

# HPEC- Maximize the Venue 2023 & Beyond



By 4D Production, LLC



Contract consultant,  
2022 & 2023



# David Solum, HPEC General Manager

- 1992 - Present: 31 year Professional business operator in equine products and merchandise supply lines.
- High level professional private business expertise in sales, marketing & branding equine products in the equine industry.
- 2020 - Interim GM, HPEC
- 2021 - GM at HPEC



**25 Years:  
building , managing,  
and developing the  
business in the venue  
industry**



# Brian Dygert, 4D Production LLC

- Professional Horseman; 1984- 2002
- Licensed Official, FEI, USEF, NRHA, AQHA, APHA; 1985 - 2020
- Manager - Bob Martin Eastern Agricultural Center, Williamston, NC; 1997-2007
- General Manager - WestWorld of Scottsdale, Scottsdale, AZ; 2007 - 2022
- Principal, 4D Production LLC; 2012 - current





HORSESHOE PARK  
EQUESTRIAN CENTRE



# Plan Presentation



- Background
- Maximize the Venue
  - Today
  - Long Term
- Five-year Strategic Plan Coming
- Next Steps



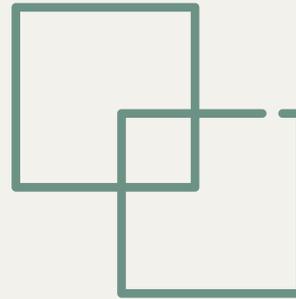
# Mission Statement

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It is the mission of the Town of Queen Creek to provide a framework for a high quality of life, promote a strong sense of community and provide responsive public services in a caring, ethical, innovative and accountable manner.



HORSESHOE PARK  
&  
EQUESTRIAN CENTRE



Intro: A Division of the Economic Development Department of the Town of Queen Creek.

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This facility opened in 2009, with a vision of serving the equestrian industry as well as being a flexible event facility for non-equestrian events.

**2009:  
Seasonal  
equestrian  
facility**



**Services:  
Event Production**

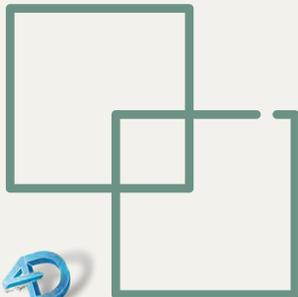
- **Equestrian Industry**
- **Special events**

# Brief History

- 2003 Planning started
- 2006 ERA Feasibility Study
  - competent management
  - effective marketing
  - packages offered by event producers
- Park opened in 2009
- David Solum, GM, 2020

## FY 22-23:

- 148,329 Attendance
- 11,839 Horses
- 77 Total Events
- 186 Use (Event) Days
- 68.4% Saturation Rate



HORSESHOE PARK  
EQUESTRIAN CENTRE



# Financial Production 10 year: 2012 - 2022



	2012	2022
REVENUES	\$425,871	\$1,103,373
EXPENSES	\$869,825	\$2,104,018
USE DAYS	49	178
ATTENDANCE	34,100	125,000

Due to continued capital investment, HPEC has continued to realize revenue growth.

Examples:

- RV Stalls
- 2nd covered arena
- 200 shed row barns
- cattle pens
- Bleachers

**10 yr: revenue:** 2.6x increase

**Expense:** 2.4x increase

**Use Days** 3.6x increase

**Attendance:** 3.7x increase

# Event Growth Potential & Economic Impact



## FY 21-22 HPEC Production

125,000 total attendance  
12,800 total horses  
74 total events  
178 Use Days  
**65.4% saturation rate**

## FY 22-23 HPEC Production

148,329 total attendance  
11,839 total horses  
77 total events  
186 Use Days  
**68.4% saturation rate**

### **Event Growth potential current will come from:**

Booking policy - Sponsorship - Rates & Fees - Barn & RV Stall Capacity

## HPEC: Economic Impact

### **FY 22-23:**

148,000 patrons  
11,800 horses

**\$42.3 million E.I. \***

\*Highland Market Research, July 2023

## Exhibitors and Patrons

FY 21-22 :

**From Outside AZ 65.1 %**

**From AZ 34.9%**



HORSESHOE PARK  
EQUESTRIAN CENTRE

# History, Operation, Philosophy, Revenue



## Financial Production

### Seasonal



### HPEC most recent Fiscal Years performance:

FY 21-22 Actual:

Revenue: \$1,013,373

Expense: \$2,104,108

**48.2% recovery of expense**

FY 22- 23 Actual

(to date: June 2023)

Revenue: \$1,167,154

Expense: \$2,395,956

**48.7% recovery of expense**

### Customers



Horseshoe Park Equestrian Centre is a full service, seasonal equestrian & multi-use event facility.

#### Revenue Sources:

- Event Invoices
- Secondary Event Rev
- Economic Impact; consumer spending in town

#### Customers:

- 75% of contracts Equine
- 21% of contracts = multi-year
- 3-5 yr term
- 3.5% date turnover (prior 3 yrs)

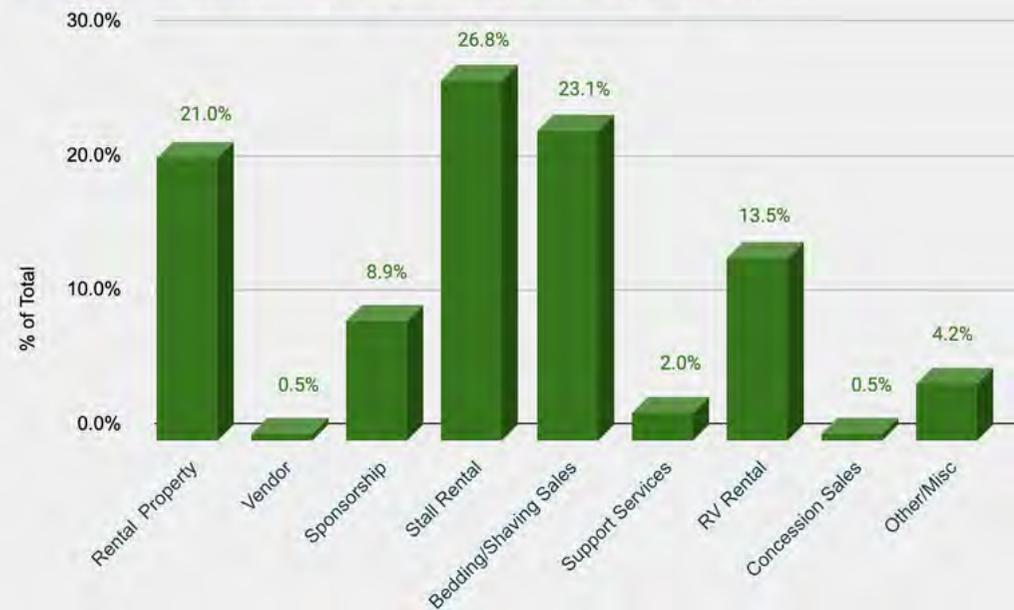
# Short-Term Recommendations: Maximize the Venue

- Formal Booking Policy
- Annual analysis on rates and fees
- RFP for annual food & beverage & alcohol vendor on site.
- RFP for full service restaurant in HPEC front lot.
- Master Site Plan Design
- Formal Sponsorship, Digital Signage Program (DSP) & upgrade road front Marquee
- Increase Barn Stall Capacity
- Increase RV unit capacity
- Marketing & Brand Awareness Plan



## HPEC: Revenue Sources

HPEC Revenue Sources: Prior 2 yr Average- Actual: (% of total)



HPEC Revenue Streams: 2 yr average

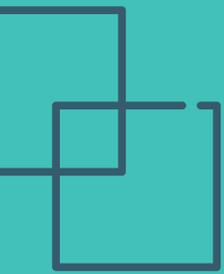
Booking policy & analysis on Rates & Fees underway; no additional cost.

# 5 Year Strategic Plan



- Update every 4 years
- Phased recommended projects over 5-years as part of annual budgets
- Concurrent 3rd party economic & fiscal analysis study
- 5-Year Strategic Plan,
  - will be on a future Council agenda.
- Implement short-term action plans.





# Maximize the Venue - Long term



- Seasonal to Year round venue
- Climate control
- Advanced Capital Plan
- Advanced Operational Plan
- Maximize Stall Capacity
- Maximize RV unit capacity
- Enables 2 small to mid-size or 1 large size event

## HPEC: Advanced Capital and Operational Plan





**HORSESHOE PARK**  
EQUESTRIAN CENTRE

# Thank You



Introduction of the Strategic Plan

David Solum, GM, HPEC

Brian Dygert, Principal, 4D Production LLC



**4D Production, LLC**

QUESTRIAN CENTER COM

