



## AMENDED AGENDA

**Queen Creek Town Council Regular Session**  
Community Chambers, 20727 E Civic Parkway  
April 17, 2024 | 6:30 p.m.  
(Doors open at 5:30 p.m.)

*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 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:** **Curt McReynolds, Campus Pastor - Christ's Church of the Valley Queen Creek**
- 5. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
  - A. Star Student Recognition
  - B. Proclamation: National Volunteer Week
- 6. Committee Reports:**
  - A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.
  - B. Committee and outside agency reports (only as scheduled):
    1. None.

- 7. Public Comments:** *Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to [PublicComment@QueenCreekAZ.gov](mailto:PublicComment@QueenCreekAZ.gov) (limited to 500 words). Every email, if received by the deadline of 5 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting.*
- 8. Consent Agenda:** *Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Members of the Town Council and/or staff may comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.*
- A. Consideration and possible approval of the April 3, 2023 Regular Session minutes.
  - B. Consideration and possible approval of the reappointment of Grant Tayrien, Nancy Hormann, Marc Valenzuela, Perry Berry, Brian McKean, Nate Knight, Brent White and the appointment of Neil Calfee and James Smith to the Economic Development Commission.
  - C. Consideration and possible authorization to the Mayor to sign onto a letter of support seeking appropriations for Arizona's Environmental Infrastructure Program through the U.S. Army Corps of Engineers.
  - D. Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy. (FY 23/24 Budget Items)
    - 1. Peoria Pest Control - Vector Manhole Cockroach Treatment: \$63,000 (Utilities)
    - 2. Goodmans Interior Structures - IT Floor Remodel (Second Floor, Secure Room): \$87,000 (Information Technology)
    - 3. Freightliner of AZ (Velocity) - Fire Apparatus Repair and Maintenance: \$50,000 (Fire & Medical)
    - 4. Aardvark - Tactical Munitions: Additional contract spending authority of \$50,000 for tactical munitions. On June 6, 2023, Council approved a cumulative spend of \$350,000 with eight firms for the acquisition of police equipment, among which Aardvark is included. Council approved additional spending authority for body shields and batons on April 3, 2024 for \$20,000. This will increase spending authority for a total of \$420,000. (Police)
    - 5. Strategic Communications - Talent recruiting professional services for recruiting, advertising, and other professional services related to hiring new personnel: \$150,000 (Police)
    - 6. Flock Group, LLC - Amendment #2 to Cooperative Purchase Agreement, #2022-071 for our Fixed Camera ALPR Solution: \$60,000 (Police)
  - E. Consideration and possible approval of Salt River Project Agricultural Improvement and Power District contracts 4220639, 4220930, and 4221110 for the Hawes Road from Rittenhouse Road to Ocotillo Road Improvement Project (CIP Project No. A0401) in the combined amount not to exceed \$778,364, and a budget adjustment from CIP Contingency totaling \$778,364.
  - F. Consideration and possible approval of a Uniform Video Service License Agreement with Orbitel Communications, LLC.

- G. Consideration and possible approval of Project Order #2 with Arrington Watkins Architects for the FOF Fleet Maintenance Facility (CIP Project No. MF026) in an amount not to exceed \$1,969,618 and a budget adjustment from contingency totaling \$669,618.
  - H. Consideration and possible approval of Amendment #3 to Delegation Resolution #1468-22 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of the Arizona State Land Infrastructure Improvements Project (CIP project no. AR100) and increasing the original Delegation Resolution amount by \$8,737,526 for a total amended amount not to exceed \$85,659,229. (This is a FY 23/24 Budgeted Item)
  - I. Consideration and possible approval of Resolution 1585-24 approving the Purchase and Development Agreements with A.T. Meridian Real Estate L.L.C for the proposed development on the +/- 2 acres of Town owned land located North of the United States Postal Service Office in Queen Creek; and authorizing the Mayor, Town Manager, Town Attorney and Town Clerk to take all actions necessary to negotiate, finalize, execute, and implement the agreements.
  - J. Consideration and possible approval of Ordinance No. 833-24 of the common council of The Town of Queen Creek, Arizona, amending the Queen Creek Town Code Chapter 9, Article 9-4-4, Fireworks.
- 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 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. Public hearing and possible adoption of Resolution No. 1584-24 to amend the existing new water meter installation fees.
  - B. A CONTINUANCE ON THIS CASE HAS BEEN REQUESTED. Public Hearing and possible action on Cases P23-0020 and P23-0165 Home Depot CUP and Site Plan Amendment, a request from Cassandra Permenter, Scott A Mommer Consulting, to amend the existing Site Plan and for a Conditional Use Permit to accommodate additional display areas, storage areas, and rental equipment, including rental trucks, within the existing parking lot, located within Power Marketplace, east of the northeast corner of Power and Rittenhouse roads.
- 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 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. Discussion on proposed text amendments to allow administrative approval of Final Plat and Residential Design Review applications.

**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 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*

A. Consideration and possible approval of Resolution 1586-24 seeking state legislation to ensure the protection of witnesses' names in the release of public records related to criminal investigations.

**13. Adjournment:**

I, Maria Gonzalez, do hereby certify that I caused to be posted this 16th day of April, the Amended Agenda for the April 17, 2024 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 requiring reasonable accommodations in order to participate should contact the Town Clerk's Office at (480) 358- 3000.

# Council Committee Reports

- 04/04 – PSPRS Local Boards Meeting (Brown)
- 04/06 – Public Safety Day (Wheatley, Martineau, Benning, Padilla)
- 04/06 – San Tan Historical Society Archaeology Mini Expo (Brown)
- 04/06 – Roots n’ Boots Royalty Coronation (Benning)
- 04/08 – Filming for Rotary Club Run for Resilience 5K Promo Video (Martineau)
- 04/08 – Town Council Budget Meeting (Wheatley, Martineau, Benning, Brown, McClure, Oliphant, Padilla)
- 04/09 – Town Council Budget Meeting (Wheatley, Martineau, Benning, Brown, McClure, Oliphant, Padilla)
- 04/09 – Queen Creek Chamber Network QC Luncheon (McClure)
- 04/11 – Filming for Teen Voices Summit Promo Video (Wheatley)
- 04/11 – Phoenix EVP Board of Directors Meeting (McClure)
- 04/12 – The FitFX QC Ribbon Cutting (McClure)
- 04/12-16 – National Planning Conference (Benning, Brown)
- 04/16 – East Valley Mayors’ Prayer Breakfast (Wheatley, McClure)
- 04/16 – Phoenix Mesa Gateway Airport Authority Board Meeting (Wheatley)
- 04/16 – XNRGY Groundbreaking (Wheatley, McClure)
- 04/17 – East Valley Council Members Quarterly Meeting (McClure, Oliphant)
- 04/17 – MAG Transportation Policy Committee Meeting (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 APRIL 3, 2024 REGULAR SESSION MINUTES.  
**DATE:** April 17, 2024

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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 04-03-24 DRAFT.pdf](#)



**Minutes**  
**Town Council Regular Session**  
Community Chambers, 20727 E. Civic Parkway  
Wednesday, April 3, 2024  
6:30 PM

**1) Call to Order:**

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

**2) Roll Call:**

**PRESENT:**

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

**3) Pledge of Allegiance:**

Led by Mayor Wheatley.

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

Mayor Wheatley held a moment of silence for Preston Lord and his family.

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

**5.A) Star Student Recognition**

The Council recognized the following students for their exemplary citizenship, service and integrity: Sterling Johnson, Benjamin Johnson Power Campus; Benson Cook, Benjamin Franklin Crismon Campus; Camden Howcroft, Heritage Academy Gateway; Hannah Droeg, Castille High School; Michael Desiderio Jr, Sossaman Middle School.

Mayor Wheatley also recognized the school principals and teachers and thanked local businesses who helped celebrate our students including Cold

Stone Creamery, Jeremiah's Italian Ice, Dairy Queen, Bahama Buck's and Menchie's Frozen Yogurt.

5.B) Recognition of Benjamin Franklin Spiritline Team

Council Member Padilla recognized the Benjamin Franklin Chargerettes who competed at the Arizona State Cheer and Pom Tournament. He said they took first place in Pom for fifth time in six years; first place in the Jazz category; and second place in the hip hop category. He said two soloists were selected to represent Benjamin Franklin High School and they swept the competition. Kaylee Jones received second place and Grace Skiba took home first, with a perfect score from the judges.

The teams and their coaches were congratulated and recognized at the dais with Council.

5.C) Proclamation: National Work Zone Awareness Week

Council Member Benning presented the proclamation for National Work Zone Awareness Week. He encouraged motorists to practice safety in work zones and also thanked the employees who work for the Town of Queen Creek Streets Division.

5.D) Proclamation: National Public Safety Telecommunicators Week

Council Member McClure presented the proclamation for National Public Safety Telecommunicators Week. He honored telecommunications personnel in the public safety community for their critical role in response to citizens who have an emergency.

5.F) Proclamation: Child Abuse Prevention Month

Vice Mayor Martineau presented the proclamation for Child Abuse Prevention Month. She said April is nationally recognized as Child Abuse Prevention Month and recognized the important actions that can be taken to make an impact on the well being of our children.

5.E) Proclamation: Week of the Young Child

Vice Mayor Martineau recognized April 6 - 12, 2024 as Week of the Young Child. Week of the Young Child is supported by many local organizations in conjunction with the National Association for the Education of Young Children.

Vice Mayor Martineau introduced Sonia Soto, a Family Child Care Specialist from the United Way of Pinal County and Sheri Collins and Shilo Murillo, from First Things First who were in attendance to receive the proclamation. Ms. Murillo gave a brief summary of the services provided by her organization and spoke on the importance of child development and the involvement of all in the community to benefit young children.



5.G) Proclamation: Distracted Driving Awareness Month

Council Member Brown presented the proclamation for Distracted Driving Awareness Month and reminded residents of the dangers of distracted driving and cell phone use while driving.

5.H) Proclamation: Earth Month

Council Member Oliphant presented the proclamation for Earth Month. She outlined the sustainable policies practiced by the Town of Queen Creek and recognized the Public Works Environmental Services team for their efforts in keeping our Town a beautiful and sustainable place to live.

5.I) Presentation of SOAR Award to Environmental Operations Manager Ramona Simpson

Mayor Wheatley recognized the Town's Environmental and Fleet Operations Manager Ramona Simpson for her efforts to launch the Town's trash and recycling services in 2010 and for her leadership in the Solid Waste Association of North America for many years. Ms. Simpson is being recognized for her innovation in the solid waste industry with the 2024 Communication, Education and Marketing Technical Division Distinguished Individual Achievement Award.

**6) Committee Reports:**

6.A) Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Committee Reports

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

None.

**7) Public Comments:**

Comments related to teen violence were made by the following:


- Bridget Vega, Gilbert resident
- Jessica, Gilbert resident (comments delivered by Risa)
- Risa, Queen Creek resident
- Ann Doucet, Gilbert resident
- Brad Moore, Queen Creek resident
- Lesley Cain, Gilbert resident

**8) Consent Agenda:**

8.A) Consideration and possible approval of the March 20, 2024 Regular Session minutes.

**Department:** Town Clerk's Office


Staff Report 

Draft Minutes 03-20-24 (1).pdf 

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 

4\_3\_2024 Expenditures over \$25k.pdf 

8.C) Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Town of Gilbert for the use of Gilbert's Household Hazardous Waste Facility.

**Department:** Public Works

Staff Report 

Town of Gilbert HHW IGA.pdf 

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

**RESULT:** Approved unanimously (7-0)

**MOVER:** Robin Benning, Council Member

**SECONDER:** Jeff Brown, Council Member

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

9) **Public Hearing Consent Agenda:**

None.

10) **Public Hearings:**

None.

11) **Items for Discussion:**

11.A) Annual presentation and update to Council on the Town's Environmental Programs (Trash & Recycling, Stormwater Pollution Prevention, Air Quality and

Outreach & Education)

**Department:** Public Works

Public Works Operations Manager Ramona Simpson provided the first annual presentation and update on the Town's Environmental Programs. Ms. Simpson provided an overview of average curbside collection in regards to recycling and the monthly rates for service in comparison to other cities, noting that we are the lowest.

Ms. Simpson shared a recycling video created in partnership with Waste Connections that will be on posted our website. She provided additional information on recycling audits; public outreach and education and a breakdown of recycling material.

Ms. Simpson provided details on QC Recycle events; Glass Recycling Pilot Program; Bigbelly Pilot Program containers at the splashpad; and household hazardous waste collections vouchers. Ms. Simpson concluded with areas of focus pertaining to public education and outreach and upcoming events.

Council thanked Ms. Simpson for the presentation and congratulated her on her award. Council comments and discussion were in regards to outreach and educational components; the importance of lower contamination rates; concerns regarding "hot loads" and partnerships with ASU.

FY 2024 Environmental Update

- 11.B) Discuss initial projections for the 2024 Central Arizona Groundwater Replenishment District (CAGR) fees, applying the use of groundwater allowances, groundwater extinguishment credits, and other sources in accordance with the CAGR policy (Resolution No. 1497-22) to reduce the fees, and recommendation to not use one-time Intentionally Created Surplus (ICS) Preservation Program funds to buy down the CAGR fees.

**Department:** Finance

Staff Report

CAGR Policy

Presentation CAGR Fees.pdf

Finance Director Scott McCarty presented an overview of the Central Arizona Groundwater Replenishment District (CAGR). He said the Town policy is to provide Council with annual information on CAGR fees that will be included on property tax bills in the fall. He noted that the policy is a financial success for the Town in regards to the cost savings for approximately 36K accounts that receive CAGR bills. He thanked Council and staff for their work on this policy.

Mr. McCarty provided a detailed explanation of AZ Water Resource

requirements and CAGR rules for the different types of accounts and the strategies in place to reduce costs. He discussed that ICS Water Preservation Program Agreement that was approved to reduce costs for post-2004 customers. He explained that staff has revised the recommendation on the use of the one-time program funds to use in a different cost savings manner to improve the financial condition of the Water Fund.

Mr. McCarty discussed 2024 CAGR fees based on 2023 water consumption and reviewed the reasons for the increase of \$1.2M. He said there is overall savings of \$9.2M to customers with bills being reduced from \$13.7M to \$4.5M. Cumulative saving to our customers since the adoption of the policy in 2018 will amount to \$45.1M.

Mayor Wheatley thanked Mr. McCarty and staff for their work on this policy and appreciated the saving for water customers.

11.C) Presentation of Public Works and Water/Wastewater Departmental Budgets for FY 2024-25

**Department:** Finance

Staff Report

Public Works FY 2024-25 Budget Presentation

Water and Wastewater FY 2024-25 Budget Presentation

Public Works Director Mohamed Youssef and Utilities Director Marc Skocypiec presented information on the budgets for Public Works and Water/Wastewater.

Mr. Youssef outlined the strategic goals for the Public Works Department in the areas of facility assessment, Advanced Traffic Management System, road maintenance and safe transportation.

Mr. Youssef reviewed metrics in the following areas and noted significant growth in all areas including the number of SeeClickFlix requests; the number of traffic signals; street maintenance paved lane miles; facility service operations for town-owned structures and fleet asset growth.

Mr. Youssef reported 15 new positions being requested for FY24-25 in the areas of transportation, facilities, streets and fleet. He said the FY2025 Public Works Budget is \$30.4M. Mr. Youssef discussed Capital Improvement Projects, the Transportation Infrastructure Improvement Plan and Transportation & Drainage Projects for the State Trust Land area.

Mr. Skocypiec outlined the strategic goals for Water/Wastewater Department in the areas of water resource diversification; utility service response times; operations management and water conservation.

Mr. Skocypiec reported 2 new positions for FY24-25 for a Utility Specialist and

an Electrician Specialist. He said the FY2025 Water/Wastewater Budget is \$68.4M. Mr. Skocyec reported 33 active Capital Improvement Projects with Utility components and 42 future projects. He said the next two years are focused on the eastern service area and the State Land project.

Mr. Skocyec concluded with a recap on the Water Conservation Program and the importance of water saving outreach measures, including a new portal in 2025 for our customers. He discussed the benefits of water conservation and said there is a need for another Water Conservation Specialist. He said this budget does not include this position but it is a consideration that would help us better prepare for the upcoming HOA Program. Options to consider include either a full year (July 1) or mid-year (Jan 1) position for staff outreach and HOA Program development.

Council commented on the conservation program dollar amounts. They asked for more information on what the offset looks like if we add the additional position and what is the additional amount of HOAs we could work with and what savings might we see.

Town Manager Bruce Gardner said the another recommendation was to work with new neighborhoods on water conservation efforts in regards to landscaping, retention and low water use.

**12) Final Action:**

None.

**13) Adjournment:**

The Council reconvened into Executive Session at 8:44 p.m. The Regular Session reconvened and adjourned at 10:02 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 April 3, 2024 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: \_\_\_\_\_

DRAFT



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF THE REAPPOINTMENT OF GRANT TAYRIEN, NANCY HORMANN, MARC VALENZUELA, PERRY BERRY, BRIAN MCKEAN, NATE KNIGHT, BRENT WHITE AND THE APPOINTMENT OF NEIL CALFEE AND JAMES SMITH TO THE ECONOMIC DEVELOPMENT COMMISSION.

**DATE:** April 17, 2024

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**Suggested Action:**

Move to reappoint Grant Tayrien, Nancy Hormann, Marc Valenzuela, Perry Berry, Brian McKean, Nate Knight and Brent White and appoint Neil Calfee and James Smith to the Economic Development Commission.

**Discussion:**

On October 15, 2014 the Town Council approved Resolution 1022-14 amending the By-laws for the Economic Development Commission specific to the minimum and maximum number of committee members, Commission membership "designated seats" and liaison members.

**Article IV: Section 1: Number** - The Commission shall consist of at least eleven (11) persons, and shall not exceed nineteen (19) persons. All members of the Commission shall be residents of the State of Arizona. Non-voting members will not be counted towards the minimum or maximum committee membership.

Section 2: Composition – Members of the Commission selected from the private and public sector, with exception of the Ex-Officio and Liaison Members, shall be classified as "non-designated" (voting members).

**Liaison Member** (non-voting)

- Planning & Zoning Commission Member
- Queen Creek's Board Representative from the Greater Phoenix Economic Council

Council Members Bryan McClure and Jeff Brown currently serve as the Town Council Ex-Officio Members (non-voting).

If reappointed Marc Valenzuela will continue serving as a voting member and designated seat from Salt River Project; Perry Berry will continue serving as a voting member and designated seat from the Queen Creek Unified School District; Brent White will continue serving as a voting member and designated seat from Phoenix-Mesa Gateway Airport, Brian McKean will continue serving as a voting member and designated seat as a Town Center business owner, Grant Tayrien, Nancy Hormann, and Nate Knight will continue serving as at-large voting members. If appointed, Neil Calfee will serve as a designated seat from Arizona State University and James Smith will serve as an at-large voting member.

Staff recommends the reappointment and appointment of all of the individuals based on their interest in serving the community and their commitment to furthering the economic development initiatives of Queen Creek. If approved, the Commission will have 16 voting members.

**Fiscal Impact:**

There is no fiscal impact associated with making reappointments/appointments to the Economic Development Commission.

**Alternatives:**

The Town Council could choose not to reappoint/appoint the recommended individuals and request that staff present alternative appointments at the next Town Council meeting.

**Attachment(s):**

1. [Notice of Interest forms for the recommended new appointments](#)
2. [Copy of the bylaws for the Economic Development Commission](#)





### Town of Queen Creek Notice of Interest

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

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

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

Please type or print

Application Date: March 19, 2024

Name: James Patrick Smith  
First Middle Last

Home Address: 863 E. Powell Way, Chandler, AZ 85294

Mailing Address (if different from home address):  
135 N. Pinal St., Florence, AZ 85132

Occupation: Economic and Workforce Development Director

Home Telephone: (408) 757-6772 Work Telephone: (520) 858-2754

Best Time to Call: 8-5pm a.m. or p.m.

Home Fax: N/A Work Fax: N/A

E-Mail Address: james.smith@pinal.gov

How long have you lived in Queen Creek? N/A

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?

Maricopa Economic Development Alliance, Arizona Association for Economic Development  
Served on Economic Development related Committees and task forces as part of job duties in Chandler, Fountain Hills and Pinal County.

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
- Planning and Zoning Commission
- Town Center Committee
- Transportation Advisory Committee
- Other \_\_\_\_\_

\*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 believe Queen Creek has a bright economic future and I believe I have knowledge and experience that might be beneficial to helping guide recommendations and decisions to further enhance the community.

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

I have nearly 26 years of municipal government, budgeting and economic development experience that I believe would be of benefit for the Economic Development Commission. Also, hold a MPA and am a Certified Economic Developer (CEED).

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

Active in several development and economic development groups, such as IEDC, AAED, GPEC, LCSC, ULI, Core Met, NAEOP. Volunteered as Coach in I9 Sports.

Are you available for evening meetings?  Yes  No

Are you available for morning meetings?  Yes  No

Are you available for lunch meetings?  Yes  No

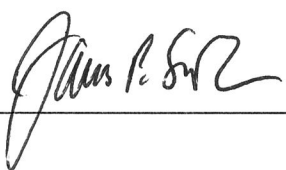
Are there days of the week you are NOT available for meetings? (Check all that apply)

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

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

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

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 



## Town of Queen Creek Notice of Interest

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

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

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

**Please type or print**

4/8/2024

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

**Name:** Neil Calfee

**First** **Middle** **Last**

**Home Address:** 1475 N. Scottsdale Road Suite 200 Scottsdale AZ 85257

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

**Occupation:** Economic Development

**Home Telephone:** 480-296-3998 **Work Telephone:** \_\_\_\_\_

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

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

**E-Mail Address:** neil.calfee@asu.edu

N/A

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

**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?**

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**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 type="checkbox"/> Town Center Committee                                   |
| <input type="checkbox"/> Economic Development Commission     | <input type="checkbox"/> Transportation Advisory Committee                       |
| <input type="checkbox"/> Parks and Recreation Advisory Board | <input checked="" type="checkbox"/> Other <u>Economic Development Commission</u> |
| <input type="checkbox"/> Planning and Zoning Commission      |  |

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

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

I can add value to your Economic Development Commission through my experience and ties to ASU

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

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

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

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

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


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

- Monday  Tuesday  Wednesday  Thursday  Friday

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

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

Applicant's Signature



**FOR OFFICE USE ONLY**

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

**BY-LAWS OF  
THE QUEEN CREEK ECONOMIC DEVELOPMENT COMMISSION**

**ARTICLE 1**

NAME

The name of the Commission shall be THE QUEEN CREEK ECONOMIC DEVELOPMENT COMMISSION, hereinafter referred to as the “Commission.” The Commission is an advisory body to the Town of Queen Creek Town Council, organized under the laws of the State of Arizona and the Town of Queen Creek.

**ARTICLE 2**

OFFICES

The principal office of the Queen Creek Economic Development Commission in the State of Arizona shall be located at the Queen Creek Town Hall or at such other place as shall be lawfully designated by the Queen Creek Town Council.

**ARTICLE 3**

PURPOSES

The Commission is formed pursuant to Chapter 2, Article 2-5, Section 2-5-8 of the Queen Creek Town Code. The purpose of the Commission is to make recommendations on ways to diversify Queen Creek’s economic base; stimulate and encourage job growth by making recommendations on economic development issues in light of economic impacts and Town policy and assist in identifying assets and resources appropriate for implementation of Queen Creek’s economic development strategy; all of which shall be accomplished in a manner consistent with sustained, prudent and reasonable growth. Economic development programs and projects specific to the Town Center will also be evaluated by the Commission.

**ARTICLE 4**

COMMISSION ORGANIZATION

**Section 4-1 Membership**

A. Number of Members - The Commission membership shall consist of at least eleven (11) regular, voting members, and shall not exceed a total of nineteen (19) persons. All members of the Commission shall be residents of the State of Arizona.

B. Classification of Members - Commission membership shall represent a broad cross section of the community. The regular members, known collectively as “Commissioners,” Liaison Members, and Ex-Officio Members shall consist of the following:

1) At-Large Members: This classification shall include at least four (4) regular, voting members. These members shall be individuals representing the private and public sector community, and include residents and nonresidents with identifiable interest in the activities and mission of the Commission. These members may include individuals who are:

- Professionals
- Real Estate Brokers and Developers
- Corporate Leaders (Commercial, Retail and Industrial Sectors)
- Small Business Owners
- Bankers

- Utility Service Representatives
- Public School Officials (University, Community College, K-12)
- Queen Creek citizens at large

At-large commissioners selected from the private and public sector, with the exception of the Ex-Officio and Liaison Members, shall be classified as “non-designated,” voting members.

2) Liaison Members. This classification shall include two (2) non-voting members. These members shall be individuals representing the following:

- Planning & Zoning Commission Member
- Queen Creek’s Board Representative from the Greater Phoenix Economic Council

3) Ex-Officio Members. This classification shall include four (4) non-voting members. These members shall be individuals representing the following:

- Town Manager, Queen Creek
- Director of Economic Development, Queen Creek
- Town Council ( up to two members from the Town Council to serve as non-voting members)

4) Designated Members. This classification shall include at least seven (7) regular, voting members. These members shall be individuals who have been consulted with, and are willing to serve, from the following specified positions:

- A representative(s) from the electric utilities and/or the gas utility serving Queen Creek.
- A representative from the Queen Creek Unified School District.
- A representative from Arizona State University.
- A representative from an area community college.
- A representative from Phoenix-Mesa Gateway Airport.
- A Town Center business owner or manager.
- The President of the Queen Creek Chamber of Commerce

C. Limitation of Membership. Commission members shall not serve as a voting member on more than one internal or external committee at the same time as defined and as set forth in the Town of Queen Creek Standard Form Bylaws for Designated Town Committees, and Task Forces, revised December 4, 2013 (the “Town’s Standard Bylaws”).

**Section 4-2 Voting powers**

A. Voting members. The voting members of the Commission shall be the regular members (At-large Members and Designated Members).

B. Non-voting members. The Liaison Members and Ex-Officio Members shall participate in discussions, but shall not vote.

**Section 4-3 Appointment**

A. Appointments of all regular members, Liaison Members, and Town Council members serving as Ex-Officio Members shall be made by the Mayor with the advice and consent of the Town Council.

B. The appointment of all regular members shall be conducted pursuant to Section VII. Member Appointment Process set forth in the Town’s Standard Bylaws.

#### **Section 4-4 Term**

Member terms shall be staggered so that the entire Commission will not need to be appointed or reappointed at the same time. At the time the Commission is first established, six regular members shall be appointed for one-year terms and the remainder of regular members shall be appointed to two-year terms. Successive appointments of regular, voting Commission members shall be for two-year terms. Liaison Members and Ex-Officio Members who are Town Council members shall serve two-year terms. Commission members shall serve until their successors are duly appointed.

#### **Section 4-5 Vacancies**

In the event of the death, resignation, or removal of any At-large Member of the Commission, the Mayor and Town Council shall appoint a new member, to serve for the unexpired portion of the term vacated. In the event of the death, resignation, or removal of any Designated Member, Ex-Officio, or Liaison Member of the Commission, the unexpired portion of the vacated term shall be filled by a new representative appointed by the entity represented.

#### **Section 4-6 Removal of Members**

All Commission members serve at the pleasure of the Town Council and may be removed without cause at any time by a majority vote of the Town Council. A Commission member may be removed for failure to meet the attendance requirements established by the Town's Standard Bylaws, conviction of a crime involving moral turpitude, repeated disruptive behavior after warning, or when in the opinion of the Mayor and Town Council removal is in the best interest of the Commission.

#### **Section 4-7 Powers, Duties, and Responsibilities**

A. The Commission shall make recommendations regarding economic development issues in light of economic impacts, Town policy, and what serves the long-term good of all the people of Queen Creek. Commission members are expected to study the agenda packet before each meeting and to educate themselves on economic development issues. The Commission shall have the power necessary to effectuate the purposes herein described, said powers including, but not limited to, the following:

- 1) To adopt Commission rules and bylaws.
- 2) Elect the Chair and Vice-Chair.
- 3) Develop Annual Work Programs
- 4) At the start of each new fiscal year receive annual approval of its 12-month work program by Town Council.
- 5) To keep and submit minutes to the Council for the information at the first regular Council meeting following an official meeting of the Commission.
- 6) Advise the Council on the status of its annual work program and achievement of various initiatives set forth by the Council for implementation.
- 7) Advise the Council on matters pertaining to the designated committees and work program approved by the Town Council.
- 8) Provide advice and direction for the Town's Economic Development staff.
- 9) Provide expertise to the Director of Economic Development in working with prospects, as appropriate.
- 10) Assist in the development of the Economic Development Department's Annual Action Plan.
- 11) Assist in updates to the Economic Development Strategic Plan, Town Center Plan and Redevelopment Area Plan
- 12) Appoint any committee as deemed necessary to carry out the goals of the Commission.
- 13) Make recommendations and/or reports to Town Council regarding Economic Development related projects.

B. Advisory Nature of Recommendations. All studies, reviews, recommendations and specific plans formulated or submitted by the Commission shall be advisory only and shall not be binding upon the final actions of the Economic Development Department, or the Queen Creek Town Council.

**Section 4-8 Officers**

A. Number of officers. The officers of the Commission shall be a Chair, Vice Chair and Secretary.

B. Election. The Commission shall elect, by majority vote, a Chair and Vice Chair annually from among the voting Commission members at the first meeting held in July, or if said meeting is not held, at the first meeting thereafter. The Commission’s selection for Chair and Vice Chair shall be ratified by the Town Council.

- 1) The term of Chair and Vice Chair shall be one (1) year and any member serving as Chair and Vice Chair shall be eligible for re-election.
- 2) The Vice Chair shall act as Chair in the Chair’s absence. In the absence of the Chair and Vice Chair, the Town Council representative and then the Director of Economic Development shall act as Chair.
- 3) Any vacancy for Chair or Vice Chair as may occur for any reason shall be filled for the remainder of the unexpired term from the Commission membership by majority vote of the Commission at the next meeting where a majority of the Commission is present.
- 4) The Chair or Vice Chair may be removed from their positions as Chair or Vice Chair at any time by a three fourths (3/4) majority vote of the eligible Commissioners.
- 5) The Chair shall preside at all meetings of the Commission, decide all points of order and procedure, perform any duties required by law, ordinance or by these bylaws.
- 6) The Chair shall have the right to vote on all matters before the Commission, and shall also have the right to make or second motions in the absence of a motion, or a second, made by a member.
- 7) The Director of Economic Development, or his/her designated representative, shall serve the Commission as Secretary. The Economic Development staff shall furnish professional and technical advice to the Commission.
- 8) The Chair shall be responsible for appointing such subcommittees as are necessary.
- 9) The Chair shall be responsible for reviewing future agenda items with the staffing department.
- 10) The Chair shall be responsible for establishing a regular meeting schedule in consultation with Commission members.
- 11) The Chair shall consider such matters and concerns of the Commission set forth in these bylaws or as directed by the Mayor and Town Council.

**Section 4-9 Meetings**

A. Regular Meetings - Regular meetings shall be held quarterly on the fourth Wednesday of the month at 7:30 a.m. Whenever a legal holiday is the same day as a meeting, such meeting shall either be canceled or rescheduled by motion and majority vote of the Commission. If a regularly scheduled meeting is to be canceled, twenty four (24) hours notice shall be given to all members. Regular meetings of the Commission shall be open to the public and the minutes of the proceedings, showing the vote of each member and records of its examinations and other official actions, shall be filed in the Town Clerk’s Office as a public record. For any matter under consideration, any person may speak to the issue upon being recognized by the Chair and stating their name and the names of persons on whose behalf they are appearing. Regular meetings of the Commission shall be held at the Queen Creek Town Hall or at such other place as shall be lawfully designated by the Commission.



B. Special Meetings - Special meetings of the Commission may be called by, or at, the request of the Chair or Director of Economic Development at a time and place they may designate.

C. Notice of Meetings - Written notice of all meetings to Commission members shall be delivered by mail or in person at least 24 hours before the date of the meeting; except that where required by an actual emergency, members may be notified by telephone by the Secretary. Written notice may also be given by e-mail or other electronic means, consistent with the requirements of the open meeting law.

D. Quorum - A majority of the voting members of the Commission shall constitute a quorum for transacting business at any regular or special meeting. No action shall be taken at any regular or special meeting in the absence of a quorum, except to adjourn the meeting to a subsequent date. In the event a quorum is not present for a meeting, the Commission is prohibited from discussing any items from the agenda and the meeting shall be rescheduled. In the event a quorum is present at the beginning of a meeting and is not maintained throughout the meeting, no discussion may be taken until the quorum is regained. If a quorum cannot be regained, the meeting shall end.

E. Agenda - An agenda shall be prepared by the Secretary for each regular and/or special meeting of the Commission. The agenda shall include the various matters of business as scheduled for consideration by the Commission.

F. Order of Business. The Chair shall call the Commission to order and the Secretary shall record the members present or absent. The Chair may call each matter of business in order filed.

G. Voting

- 1) By majority vote, the Commission may defer action on any matter when it concludes that additional time for further study or input is necessary.
- 2) A majority vote of those Commission members present and voting shall be required to take official action including, but not limited to, the adopting of policy or submitting recommendations. When a motion in favor of any matter fails to receive an affirmative majority vote, i.e., a tie vote, it shall be entered into the minutes as a vote to deny the matter being considered. In the event that there is no motion, or the motion dies for lack of a second, it shall be entered into the minutes as a denial of the matter being considered. Nothing herein shall prevent any member from making a subsequent motion on any matter where a prior motion is not approved by a majority vote of members present.
- 3) Commission members shall disqualify themselves and abstain from voting whenever they may have a conflict of interest in the item under consideration, as described and provided by A.R.S. § 38-501 to 38-511.
- 4) Each member attending shall be entitled to one vote, exclusive of the Ex-Officio and Liaison Commission members. The minutes of the proceedings shall indicate the vote of the Commission on every matter acted upon, and shall indicate any absence or failure to vote. No member shall be excused from voting except on matters involving the consideration of their own official conduct, or such matters involving conflicts of interest.
- 5) A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and execution of all actions recommended in the staff report on file in the matter.

H. Recommendation to Town Council - The Commission shall forward a recommendation to Town Council of its findings and/or actions in writing with respect to the merits of the item under consideration within 30 days of the conclusion of the Commission meeting.

I. Open Meetings. The Commission and its subcommittees shall hold all meetings and conduct all business in accordance with Arizona Open Meeting Laws A.R.S. § 38-431 et seq. All meetings of the Commission, except Executive Sessions authorized by A.R.S. § 38-431.03, shall be open to the public.

J. Procedure Not Contained in Bylaws. All meetings of the Commission shall be, to the extent not in conflict with these bylaws, conducted according to the latest edition of Robert's Rules of Order, with the exception that the Chair of the Commission or subcommittee shall be permitted to vote on any motion.

K. Proxy Voting, Telephonic Participation. Proxy voting shall not be permitted. Telephonic participation may be permitted where, in the opinion of the Chair, members can participate fully by speaker phone or other remote device or application.

L. Agenda items. Items for the agenda may be proposed by any member of the Commission. The Chair shall approve the agenda for each meeting.

### **Section 4-10 Opinions**

Representation of Recommendations of the Commission/Expression of Personal Opinions; Communicating Personal Opinion in Conjunction with Majority Position of the Commission. When speaking or writing regarding a matter within the jurisdiction of the Commission, members of the Commission shall represent the official policies or positions of the Commission to the best of their ability. When presenting their individual opinions and positions, members shall explicitly state that the opinions they are expressing are their own, do not represent the views or opinions of the Town of Queen Creek or the Commission, and will not infer or suggest that the opinion they are expressing is the opinion of the Town.

## **ARTICLE 5**

### **OFFICIAL RECORDS**

#### **Section 5-1 Retention of Files**

The official records of the Commission shall include these rules and regulations, minutes of meetings and its adopted reports, which shall be deposited with the Town Clerk's Office and which shall be available for public inspection during regular office hours. All matters coming before the Commission shall be filed in the Economic Development Department in accordance with that Department's general file system. Original papers of all matters shall be retained as per the state approved retention schedule.

#### **Section 5-2 Recordings of Meetings**

All public meetings of the Commission will be recorded in written form and as required by the Arizona open meeting law. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at their own expense, may do so, provided that they consult the Commission's Secretary to arrange facilities for such recording prior to the commencement of the meeting, and do not otherwise disrupt the proceedings.

## **ARTICLE 6**

### **MISCELLANEOUS**

#### **Section 6-1 Amending Bylaws**

Approval of the bylaws and a change in the bylaws shall require a concurring vote of three-fourths of the number of eligible voting members. These bylaws may be amended by a three fourths ( $\frac{3}{4}$ ) majority vote at any meeting of the Commission provided that notice of said proposed amendment(s) is given to each member in writing at least five (5) calendar days prior to said meeting and a copy of the proposed amendment sent with the notice. Such amendment(s) shall be subject to ratification by the Town Council and, if so approved, shall become effective at the next regular meeting of the Commission after ratification.

## **Section 6-2 Conflict of Interest**

Any member of the Commission who has a substantial interest as defined by A.R.S. § 38-502 in the outcome of any matter brought before the Commission shall make known the interest and the minutes of the meeting shall reflect that the member made such fact known. The member shall refrain from voting, discussing, or in any way participating in that matter. The Commission shall also follow the conflict of interest guidance in the Town of Queen Creek Committee, Board and Commission Handbook.

## **Section 6-3 Requests for Special Reports**

Requests for special studies or reports will be coordinated through the Director of Economic Development.

## **Section 6-4 Remuneration**

The members of the Commission shall receive no salary or other compensation for their services but shall be reimbursed, subject to approval by the Council, for expenditures incurred in the performance of duties as a member of the Commission. In no event shall such reimbursement exceed the amount budgeted by the Council for such purposes.

## **Section 6-5 Interpretation and Conflict**

These bylaws are subject to all applicable federal, state, county and town laws, ordinance, resolutions, orders or regulations.



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** HEATHER WILKEY, INTERGOVERNMENTAL RELATIONS DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE AUTHORIZATION TO THE MAYOR TO SIGN ONTO A LETTER OF SUPPORT SEEKING APPROPRIATIONS FOR ARIZONA'S ENVIRONMENTAL INFRASTRUCTURE PROGRAM THROUGH THE U.S. ARMY CORPS OF ENGINEERS.

**DATE:** April 17, 2024

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**Suggested Action:**

Move to authorize the Mayor to sign onto a letter of support seeking appropriations for Arizona's Environmental Infrastructure Program through the U.S. Army Corps of Engineers.

**Relevant Council Goal(s):**

- Effective Government
- Superior Infrastructure

**Discussion:**

Congressman Greg Stanton (Congressional District 4), has a history of working with the House Appropriations Committee on securing funding for Arizona's Environmental Infrastructure Program (Section 595-Western Rural Water) through the U.S. Army Corps of Engineers. The program is designed to assist small, rural and tribal communities address infrastructure challenges relative to water and wastewater systems. Examples of potential projects include wastewater treatment and facilities, water supply, storage, treatment, environmental restoration, surface water protection and development and technical assistance to communities for planning and resources. Awarded projects under this program are statewide and not limited to those in the Congressman's district.

The attached letter of support to Congressman Stanton was drafted by the League of Arizona Cities and Towns to relay support in securing \$180 million for the program in the federally-adopted Fiscal Year 2025 budget. The letter is anticipated to be signed by numerous Mayors. If authorized by the Town Council, Mayor Julia Wheatley would sign on the Town's behalf. Signing of the letter does not commit the Town in application and/or acceptance of any federal funds for a project, as it simply requests Arizona obtain its fair share of resource allocations for potential application. If the program is ultimately funded, Town staff would evaluate if we have any eligible projects desirable to submit and weigh those against the program and application requirements, following our typical grant application and approval procedures.

**Fiscal Impact:**

There is no fiscal impact associated with the Mayor signing onto the letter of support seeking appropriations for Arizona's Environmental Infrastructure Program.

**Alternatives:**

The Town Council may choose not to authorize the Mayor to sign onto the letter of support seeking

appropriations for Arizona's Environmental Infrastructure Program through the U.S. Army Corps of Engineers.

**Attachment(s):**

1. [AZLTC letter to Stanton re EI projects.pdf](#)

April 16, 2024

The Honorable Greg Stanton  
207 Cannon House Office Building  
Washington, DC 20515

Dear Congressman Stanton:

As members of the Arizona League of Cities and Towns, we are writing to express our strong support for the Arizona Environmental Infrastructure program (Section 595), which will bring critically needed water infrastructure assistance to Arizona. We applaud you for introducing and shepherding this important provision into law, and we look forward to working with you to see additional funds allocated to the program in fiscal year 2025.

As you know, the American Society of Civil Engineers (ASCE) has graded Arizona's drinking water and wastewater systems as C- and C respectively. According to the ASCE, over the next 20 years, Arizona will have \$9.13 billion in drinking water and \$6.77 billion – more than \$15 billion – in wastewater infrastructure needs. To help address these infrastructure challenges, additional federal investments are needed, particularly in small, rural, and tribal communities that lack the financial resources to do the necessary repairs and replacements.

To date, more two dozen communities, counties, and tribal nations have submitted requests to the Arizona program totaling more than \$180 million to support a wide variety of water infrastructure projects, several of which will help mitigate the impacts of the ongoing drought in the Colorado River Basin.

As you continue to work with your colleagues and the House Appropriations Committee on your fiscal year 2025 funding priorities, we urge you to ensure that Arizona receives its fair share of funding for the Arizona Environmental Infrastructure program so we can continue to address the vast needs across the state.

Thanks for your efforts to assist Arizona's cities and towns. We stand ready to work with you to pursue this worthwhile and needed funding.

Sincerely,



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:** April 17, 2024

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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. Peoria Pest Control - Vector Manhole Cockroach Treatment: \$63,000 (Utilities)
2. Goodmans Interior Structures - IT Floor Remodel (Second Floor, Secure Room): \$87,000 (Information Technology)
3. Freightliner of AZ (Velocity) - Fire Apparatus Repair and Maintenance: \$50,000 (Fire & Medical)
4. Aardvark - Tactical Munitions: Additional contract spending authority of \$50,000 for tactical munitions. On June 6, 2023, Council approved a cumulative spend of \$350,000 with eight firms for the acquisition of police equipment, among which Aardvark is included. Council approved additional spending authority for body shields and batons on April 3, 2024 for \$20,000. This will increase spending authority for a total of \$420,000. (Police)
5. Strategic Communications - Talent recruiting professional services for recruiting, advertising, and other professional services related to hiring new personnel: \$150,000 (Police)
6. Flock Group, LLC - Amendment #2 to Cooperative Purchase Agreement, #2022-071 for our Fixed Camera ALPR Solution: \$60,000 (Police)

**Fiscal Impact:**

The fiscal impact of the requested spending authority for the above expenditures are \$460,000. 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  
April 17, 2024**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	Peoria Pest Control	Vector Manhole Cockroach Treatment	Contract spending authority to treat manholes and cleanouts for cockroaches with the wastewater system.	Utilities	\$63,000	Pima County MA-PO-22-92	Town Council could choose not to approve this expenditure. However, this would result in the department having to issue a formal bid solicitation for these services. Services are required in order to ensure the health of worked maintaining the sewer system as well as to the general public by reducing the American Cockroach population. Going out to bid will not guarantee a reduction in cost and staff estimate bids would actually be higher than utilizing the Pima County contract.
2	Goodmans Interior Structures	IT Floor Remodel (Second Floor;Secure Room)	Contract spending authority for the design, purchase, and installation of furniture services for the IT room located on the 2nd floor of the MSB.	Information Technology	\$87,000	State of AZ Contract #CTR067402	Council may choose not to approve this expenditure, and forgo the remodel to this location to accommodate any new IT related FTE's. Council may choose to direct IT staff to utilize vacant cubicle space, or direct IT staff to do business with another contractor.
3	Freightliner of AZ (Velocity)	Fire Apparatus Repairs and Maintenance	Spending authority for fire apparatus maintenance and repair of Ladder 411. Velocity is the authorized repair dealer for our Rosenbauer ladder truck. It is economically advantageous to conduct routine maintenance and repairs on the ladder truck concurrently with warranty-covered repairs. Our other contracted vendors are not authorized to carry out warranty-related work.	Fire & Medical	\$50,000	State of AZ Contract #CTR050414	Council could choose not to approve this request, however The Town of Queen Creek currently does not have the resources to provide these specialized services in house, and our other contracted vendors are not authorized to carry out warranty-related work.
4	Aardvark	Tactical munitions	Additional contract spending authority of \$50,000 for tactical munitions. On June 6, 2023, Council approved a cumulative spend of \$350,000 with eight firms for the acquisition of police equipment, among which Aardvark is included. Council approved additional spending authority for body shields and batons on April 3, 2024 for \$20,000. This will increase spending authority for a total of \$420,000.	Police	\$50,000	GSA CNT #GS-07F-141DA Cooperative Contract	Council could choose not to approve the purchase of this equipment. However, the police department would not have the resources necessary to properly equip officers that are managing critical situations. This would substantially increase liability, significantly reduce officer safety, and limit our capacity to serve the community.



5	Strategic Communications LLC	Talent Recruiting Professional Services	Spending authority for talent recruiting services, including but not limited to custom photography/video production, graphic design, website development/management, social media ads/management, a communication platform for pre-screening/candidate communication/reporting dashboard, etc.	Police	\$150,000	State of AZ/NASPO Contract #AR2490	Council could choose not to approve this spending authority. However, it would significantly impair the police department's ability to recruit and hire the FY25 projected staffing. This would substantially increase liability, significantly reduce officer safety, and limit our capacity to serve the community.
6	Flock Group LLC	Fixed Camera ALPR Subscription	Amendment No. 2 to authorize additional spending for annual subscription services related to automated license plate reader service.	Police	\$60,000	Town Contract #2022-071 (CPA on City of Tempe #T21-119-01)	Council could choose not to approve this amendment and spending authority. However, this would impair the police department's ability to solve certain crimes, respond to regional trends, or manage real-time operations. This would substantially increase liability, significantly reduce officer safety, and limit our capacity to serve the community



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 SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT CONTRACTS 4220639, 4220930, AND 4221110 FOR THE HAWES ROAD FROM RITTENHOUSE ROAD TO OCOTILLO ROAD IMPROVEMENT PROJECT (CIP PROJECT NO. A0401) IN THE COMBINED AMOUNT NOT TO EXCEED \$778,364, AND A BUDGET ADJUSTMENT FROM CIP CONTINGENCY TOTALING \$778,364.

**DATE:** April 17, 2024

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**Suggested Action:**

Move to approve Salt River Project Agricultural Improvement and Power District contracts 4220639, 4220930, and 4221110 for the Hawes Road from Rittenhouse Road to Ocotillo Road Improvement Project (CIP Project No. A0401) in the combined amount not to exceed \$778,364, and a budget adjustment from CIP Contingency totaling \$778,364.

**Relevant Council Goal(s):**

Superior Infrastructure – Capital Improvement Program

**Discussion:**

See attached staff report

**Fiscal Impact:**

See attached staff report

**Alternatives:**

See attached staff report

**Attachment(s):**

1. [A0401 SRP Design Staff Report.pdf](#)
2. [A0401 Project Location Exhibit.pdf](#)
3. [SRP Contract 4220639.pdf](#)
4. [SRP Contract 4220930.pdf](#)
5. [SRP Contract 4221110.pdf](#)



TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: BRUCE GARDNER , TOWN MANAGER**

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

**RE:** Consideration and possible approval of Salt River Project Agricultural Improvement and Power District contracts 4220639, 4220930, and 4221110 for the Hawes Road from Rittenhouse Road to Ocotillo Road Improvement Project (CIP Project No. A0401) in the combined amount not to exceed \$778,364, and a budget adjustment from CIP Contingency totaling \$778,364.

**DATE: April 17, 2024**

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**Suggested Action:**

Move to approve Salt River Project Agricultural Improvement and Power District contracts 4220639, 4220930, and 4221110 for the Hawes Road from Rittenhouse Road to Ocotillo Road Improvement Project (CIP Project No. A0401) in the combined amount not to exceed \$778,364, and a budget adjustment from CIP Contingency totaling \$778,364.

**Relevant Council Goal(s):**

Superior Infrastructure – Capital Improvement Program

**Discussion:**

To date, the Town Council has authorized the following for this project:

- December 15, 2021- Design contract with Stanley Consultants for the design of the roadway improvements not to exceed \$592,597. The contract value was signed for \$592,356;
- February 7, 2023 - Delegation Resolution No. 1516-23 for the construction of the interim intersection improvements not to exceed \$756,470; and,
- March 6, 2024 - Amendment #2 to contract with Stanley Consultants for the design of the roadway improvements to include additional scope of work totaling \$212,983.

The Salt River Project Agricultural Improvement and Power District (SRP) contract included within this action will allow SRP to begin design phase services associated with the Hawes Road project.

Town staff and the design consultant have worked with SRP to identify impacts to their existing facilities and the new system components that are required for the proposed improvements. The three design contracts will accomplish the following:

- Contract 4220639 will provide the design for the relocation of approximately 17 existing overhead transmission poles. This contract is for \$67,990 for design only, there are no construction costs included within this contract. A separate contract for the construction of the transmission line relocation will be executed later as the project progresses.
- Contract 4220930 will design the undergrounding of the existing distribution system from Rittenhouse Road to approximately Julius Road where the system is currently underground. This contract authorizes SRP to begin design and provides an anticipated cost of construction. This total contract value is \$620,076. For undergrounding projects, SRP does not bill the Town for design unless the Town cancels the project and does not move into construction. When the design is complete SRP will provide a contract for construction services that will set the final construction cost for the undergrounding project establishing the actual cost to the Town for the completion of the project.
- Contract 4221110 will design the street light system for Hawes Road from Rittenhouse Road to the existing streetlight system located north of Jude Drive. This total contract value is \$90,298. For street light projects, SRP does not bill the Town for design unless the Town cancels the project and does not move into construction. When the design is complete SRP will provide a contract for construction services that will set the final construction cost for the street light project establishing the actual cost to the Town for the completion of the project.

**Fiscal Impact:**

The Hawes Road - Ocotillo to Rittenhouse Road Roadway Improvements project (A0401) was included in the FY 2023/24 CIP five-year plan. However, all prior year unencumbered and unspent budget amounts for CIP projects categorized as non-priority were swept and not carried forward to the FY 2023/24 budget. This action is requesting a budget adjustment of \$778,364 from the FY 2023/24 CIP Contingency to replenish the project's required budget amount to cover the cost of the contracts.

The Hawes Road - Ocotillo to Rittenhouse Road project was included in the 2019 Infrastructure Improvement Plan used to set the Transportation Impact Fees. As per the impact fee methodology for setting the transportation impact fee, growth will fund 49.3% of this project and non-growth will fund 50.7% of this project. The growth component has two sources, impact fees and construction sales tax. Impact fees will cover 54% of the growth share (27% of the project) and construction sales tax will cover 46% of the

growth share (22% of the project). Additionally, the project has \$1.1 million of cash in lieu funds that were paid by the Cielo Noche and Emperor Estates subdivisions for improvements along Hawes Road.

The total cost of the project is estimated to be \$6.6 million as reflected in the Recommended FY 2024/25 CIP Five-Year Plan. The design costs in this action were anticipated within the total cost of the project.

The construction completion of this project is contingent upon the availability of funds from the proposed Maricopa County half-cent transportation sales tax extension, now called Proposition 479, that will be presented to the voters for approval in November 2024.

**Alternatives:**

- The Town Council may decide not to approve the contracts with SRP. The impact of this decision would be to delay the design of SRP relocation and conversion of distribution level power from overhead to underground facilities and delay the relocation of the transmission level poles thereby delaying the construction of the Hawes Road improvements. This will likely increase the costs incurred.
- The Town Council may decide to approve a portion of the project including one or more individual contracts understanding the component design contracts not approved will delay the overall SRP design and project work required to complete the project and will likely increase costs incurred.
- The Town Council may direct staff to leave the SRP distribution system as an overhead system underhung on the transmission system poles and/or eliminate the street lighting which would alter the design costs and require SRP to re-evaluate the design contracts presented herewith. The cost impacts of this alternative are unknown at this time.

**Attachments:**

1. Project Location Exhibit
2. SRP Contract 4220639 – Transmission Pole Relocation
3. SRP Contract 4220930 – Underground Distribution Conversion
4. SRP Contract 4221110 – Street Lighting Power Installation



# A0401 Hawes Road Improvements Ocotillo Road to Rittenhouse Road





# Transmission Design Contract (Municipal Project)

**ATTN:** Mandley Rust  
QUEEN CREEK TOWN OF  
19715 S 220th St  
Queen Creek, AZ 85142

**Contract #:** 4220639  
**Issue Date:** 12/19/2023

**SRP Contact:** Ryan Campbell  
**Contact Phone:** 602-236-2494

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, (SRP) and the QUEEN CREEK TOWN OF, a municipal corporation organized and existing under the laws of the State of Arizona, (City) enter into this contract for the design of electrical facilities (Contract) for the following project:

**Project:** CIAC Rittenhouse-Rohrig 69kV ToQC Hawes Rd Widening Pole Relocations - Transmission Customer Request

**Location:** QUEEN CREEK, AZ

**City Project #:** A0401

This Contract includes the Terms and Conditions below, and describes the general obligations of SRP and the City. Any changes, amendments or modifications to this Contract shall be in writing and shall be signed by both parties.

City understands that SRP will not begin design and engineering services until a signed copy of this Contract is received by SRP. Upon receipt of the signed Contract, SRP will proceed with the design services, deferring any design and engineering fees or costs until the execution of a separate Transmission Construction Contract (Municipal Project) (the "Construction Contract") to follow.

Upon completion of the design services, SRP shall provide to the City final design drawings and the Construction Contract. If the City desires SRP to proceed with construction of the Project in accordance with the design drawings, City shall sign and return the Construction Contract and pay SRP the specified fees for both design and construction of the Project. City acknowledges and agrees that the Contract amount payable under the Construction Contract will include the design fees and costs incurred by SRP under this Contract.

If City cancels the Project at any time, or fails to execute a Construction Contract with SRP for construction of the Project within 120 days after SRP delivers the final design drawings and the Construction Contract for the Project, City agrees to reimburse SRP for the design fees and engineering costs incurred by SRP under this Contract.

The following is an estimate of the total design and construction fees, based on preliminary information and is subject to change as the design progresses to completion.

Work Order	Description	Cost
T3537038	10% Design Fee. Remove/Relocate 17 transmission poles along Hawes Rd. Analyze all adjacent structures and span lengths. Construction start is TBD.	\$67,990.00
<b>Total Estimated Design Fees and Construction Fee:</b>		<b>\$67,990.00</b>

SRP's delivery of this Contract to City constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. City may accept this offer by signing this Contract (with no additions, deletions or modifications), and returning it to SRP. This offer shall expire if City has not signed and returned this Contract to SRP within 90 days of the date first set forth above.

City understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to enter into this Contract on behalf of City.

**For City:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For SRP:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Kyle Feldpausch Title: \_\_\_\_\_



1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract except as specifically modified herein. The Rules and Regulations can be found at [www.srpnet.com](http://www.srpnet.com) and are on file at the principal offices of SRP.
2. City shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the City Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the City facilities may be used with SRP's facilities.
3. Before beginning construction, City shall provide SRP all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. City, at all times, shall permit SRP to access and maintain any SRP electric facility on City property.
4. City shall not install any curb, sidewalk, paving, or any conflicting foundation within the development boundaries until SRP completes the installation of the electric facilities.
5. City, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to City-requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey when such work is performed by City or a contractor retained by City.
6. City shall indemnify, defend, and hold harmless SRP, the members of its governing bodies, and its directors, officers, employees, agents and contractors for, from and against any loss, damage, liability, cost, or expense incurred by SRP, members of its governing bodies, directors, officers, employees, agents or contractors arising out of any act or omission of City, or its officials, employees, agents, contractors, or subcontractors. City's obligation under this section shall extend to defend SRP when SRP, or members of its governing bodies, directors, officers, employees, agents or contractors are allegedly concurrently negligent with City, its officials, employees, agents, contractors, or subcontractors, but shall not extend to any liability caused by the sole negligence of SRP. City shall release SRP from any loss, damage, liability, cost, or expense incurred by City arising out of (i) any delay by SRP in performing, completing, or inspecting any work or (ii) any loss or damage to any installation prohibited by Section 4.
7. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and City agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in the State of Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and City hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
8. The title to all work performed by SRP, or performed by City at SRP's request and accepted by SRP, shall remain with SRP at all times.
9. If City requires SRP to relocate any electrical facilities installed and paid for by the City pursuant to this Contract, in addition to providing SRP with a new easement for such relocated facilities, City shall reimburse SRP for all costs associated with moving the relocated facilities. City's reimbursement obligations shall also continue to apply for subsequent relocations. SRP shall be responsible for costs associated with moving any facilities installed pursuant to this Contract but not paid for by the City.





## Payment Options for Design and Construction Fees

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### **Electronic Check**

Please call us at (602) 236-0821 and we can take your payment over the phone Monday through Friday from 7:30am to 4:00pm. You will need to have your bank account number, bank routing number and must be an authorized signer on the bank account. Please email your signed contract to [SRPCONTRACT@srpnet.com](mailto:SRPCONTRACT@srpnet.com).

### **Mail**

Please mail your signed contract and invoice along with a check or money order to:

Salt River Project  
PO Box 2953  
Phoenix, AZ 85062-2953

### **Overnight Delivery**

Please overnight your signed contract and invoice along with a check or money order to:

Salt River Project  
Customer Construction Services Payment/XCUT330  
2727 E. Washington St.  
Phoenix, AZ 85034-1403

### **Wire Transfer/ACH Payments**

You may wire transfer directly to:

JP Morgan Chase  
ACH ABA# 122100024  
Wire ABA# 021000021  
Account# 000005688

Include your job name and job number for identification purposes. Please email your signed contract to [SRPCONTRACT@srpnet.com](mailto:SRPCONTRACT@srpnet.com).



# Design Services Contract (Municipal – Distribution)

Customer Construction Services  
SRP XCT-320  
P.O. Box 52025  
Phoenix, AZ 85072-2025

**Contract #:** 4220930  
**Issue Date:** 02/07/2024

**ATTN:** Mandley Rust  
QUEEN CREEK TOWN OF  
19715 S 220th St  
Queen Creek, AZ 85142

**SRP Contact:** William Howard  
**Contact Phone:** 602-236-0854  
**Contact Fax:** 602-236-4807

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and QUEEN CREEK TOWN OF, a municipal corporation organized and existing under the laws of the State of Arizona, (Municipality) enter into this contract (Contract) for the design of electrical facilities for the following Municipality project (Project):

<b>Project:</b>	CUS UE QC CONV HAWES RD AND QUEEN CREEK RD	<b>Work Order #:</b>	T3534056
<b>Location:</b>	QUEEN CREEK	<b>Municipality Job #:</b>	A0401

This Contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and signed by both parties.

Municipality understands that SRP will not begin design until Municipality signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the Municipality a set of design drawings and a contract for construction of the Project. If Municipality desires SRP to proceed with construction of the Project in accordance with the design drawings, Municipality shall execute and return the Construction Services Contract and pay SRP the specified fees for construction of the Project. Municipality acknowledges and agrees that the fees payable under the Construction Services Contract will include the design fees and costs incurred by SRP under this Contract. **If Municipality cancels the Project at any time, or if Municipality fails to execute a contract with SRP for construction of the Project within 120 days after SRP delivers design drawings for the Project to Municipality, Municipality agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.**

For informational purposes only, the following conceptual Project estimate is provided to the Municipality. This conceptual estimate is non-binding.

<b>Conceptual Project Estimate:</b>	\$620,076.00
<b>Comments:</b>	Customer to install approximately 4,592 linear feet of trench & conduit. Customer responsible for backfill and restoration. SRP to install approximately 3 single phase pad mounted device(s). SRP to install approximately 7 three phase pad mounted device(s). SRP to install approximately 3 riser(s). SRP to install approximately 19,865 feet of aluminum conductor.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved Municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes the Project, or if there is any change to the information regarding the Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to Municipality constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. Municipality may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Contract to SRP within 120 days of the date first set forth above.

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

**For Customer:**

Authorized Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

**For SRP:**

Authorized Signature: \_\_\_\_\_

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

Printed Name: Clifton Rains \_\_\_\_\_

Title: \_\_\_\_\_



## Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at [www.srpnet.com](http://www.srpnet.com) and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the Contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and Municipality shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Municipality agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and Municipality hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.



# Design Services Contract (Municipal – Distribution)

Customer Construction Services  
SRP XCT-320  
P.O. Box 52025  
Phoenix, AZ 85072-2025

**Contract #:** 4221110  
**Issue Date:** 02/08/2024

**ATTN:** Mandley Rust  
QUEEN CREEK TOWN OF  
19715 S 220th St  
Queen Creek, AZ 85142

**SRP Contact:** William Howard  
**Contact Phone:** 602-236-0854  
**Contact Fax:** 602-236-4807

The Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona (SRP), and QUEEN CREEK TOWN OF, a municipal corporation organized and existing under the laws of the State of Arizona, (Municipality) enter into this contract (Contract) for the design of electrical facilities for the following Municipality project (Project):

<b>Project:</b>	CUS OE QC CONV HAWES RD AND QUEEN CREEK RD RMVL	<b>Work Order #:</b>	T3534067
<b>Location:</b>	QUEEN CREEK	<b>Municipality Job #:</b>	A0401

This Contract includes the attached Terms and Conditions, and describes the general obligations of SRP and the Municipality. Except as otherwise specifically provided in this Contract, any changes, amendments or modifications to this Contract shall be in writing and signed by both parties.

Municipality understands that SRP will not begin design until Municipality signs and returns this Contract. Upon receipt of the signed Contract, SRP will commence design and defer collecting any design fees or costs until the parties execute a contract for construction of the Project.

Upon completion of the job design, SRP shall provide to the Municipality a set of design drawings and a contract for construction of the Project. If Municipality desires SRP to proceed with construction of the Project in accordance with the design drawings, Municipality shall execute and return the Construction Services Contract and pay SRP the specified fees for construction of the Project. Municipality acknowledges and agrees that the fees payable under the Construction Services Contract will include the design fees and costs incurred by SRP under this Contract. **If Municipality cancels the Project at any time, or if Municipality fails to execute a contract with SRP for construction of the Project within 120 days after SRP delivers design drawings for the Project to Municipality, Municipality agrees to reimburse SRP for the design fees and costs incurred by SRP under this Contract.**

For informational purposes only, the following conceptual Project estimate is provided to the Municipality. This conceptual estimate is non-binding.

<b>Conceptual Project Estimate:</b>	\$90,298.00
<b>Comments:</b>	Customer to install 35 streetlight(s). Customer to remove 2 streetlight(s). SRP to install approximately 7,844 linear feet of street light wire.

SRP shall not be required to perform inspections or begin any construction or installation work on the Project until Municipality (i) approves and returns the signed Construction Services Contract that will be provided upon completion of this Design Services Contract, (ii) accepts the completed design drawings by signing them, (iii) pays SRP the specified fees for construction of the Project, (iv) provides SRP the approved Municipal permit(s) and (v) provides to SRP a copy of a deed or deeds evidencing ownership of all the real property that is encompassed within or will be affected by the Project or other written documentation acceptable to SRP that establishes Municipality's authority in connection with the Project before SRP will begin any construction or installation work under this Contract. If Municipality is unable to provide such documentation, and as a result SRP is required to modify its designs for the Project, Municipality shall be responsible for paying additional costs of the redesign work. If Municipality changes the Project, or if there is any change to the information regarding the Project provided by Municipality and relied upon by SRP, SRP will charge Municipality and Municipality shall pay for any additional costs incurred by SRP, including but not limited to redesign and engineering costs.

SRP's delivery of this Contract to Municipality constitutes an offer to perform the design services on the terms and conditions set forth in this Contract. Municipality may accept this offer by signing this Contract (with no additions, deletions, or modifications) and returning it to SRP. This offer shall expire if Municipality has not signed and returned this Contract to SRP within 120 days of the date first set forth above.

Municipality understands and agrees to the terms and conditions of this Contract. The undersigned represents and warrants that he or she has the authority to sign this Contract on behalf of Municipality.

**For Customer:**

Authorized Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

**For SRP:**

Authorized Signature: \_\_\_\_\_

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

Printed Name: William Howard

Title: \_\_\_\_\_



## Terms and Conditions

1. The existing applicable SRP Rules and Regulations, as they may be amended or revised from time to time by SRP, and all terms and conditions thereof, are adopted and incorporated herein by reference as part of this Contract. The Rules and Regulations can be found at [www.srpnet.com](http://www.srpnet.com) and are on file at the principal offices of SRP.
2. SRP shall construct all electric facilities up to the point(s) of delivery, including any connections to electric, in accordance with the SRP Rules and Regulations and SRP construction specifications and practices.
3. Municipality shall timely provide SRP all drawings and data requested by SRP that are pertinent to the design of the Municipality Project. SRP shall review such drawings and data for compatibility with SRP facilities and shall have sole discretion in determining whether the Municipality facilities may be used with SRP's facilities.
4. Before beginning construction, Municipality shall provide SRP executed originals of the Contract, all requested easements, including any easements required from third parties, for SRP to access and maintain the electric facilities installed under this Contract, using SRP's standard form(s) of easement. Municipality understands and agrees that SRP shall have no obligation to provide electric service to the Project unless and until Municipality has provided all such easements. Municipality, at all times, shall permit SRP to access and maintain any SRP electric facility on Municipality property.
5. Municipality shall require that any construction work performed by Municipality or its contractor or subcontractor shall be in accordance with national and local building and safety codes, the SRP Electric Service Specifications and construction drawings, and the Electric Utility Service Entrance Requirements Committee.
6. Municipality shall secure all required State, County, and local permits and approvals.
7. If Municipality decides to provide trenching, provision and installation of conduit, backfilling and/or surveying, ("Municipality Work"), then all Municipality Work shall conform to SRP's standards, and Municipality shall permit SRP to inspect, at any time, any Municipality Work or Municipality-provided facility. If Municipality decides to provide surveying, then Municipality shall be responsible for setting or verification of road right-of-way monuments and/or construction staking, and Municipality shall forward all results of survey to SRP for review and approval. If, at the time of inspection, there are no offset stakes to enable SRP to verify that the facilities are installed within the easements granted to SRP, SRP's Survey Department will reset the offset staked at Municipality's expense. Any inspection by SRP shall not be deemed an approval of any Municipality-provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
8. SRP shall not be responsible for, and Municipality shall indemnify, defend and hold harmless SRP and members of its governing bodies, its officers, agents and employees, for, from and against any and all claims, demands, suits, costs of defense, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities ("Claims") arising out of or relating to Municipality's performance of the Municipality Work, including without limitation Municipality's breach of its obligations under this Agreement or Claims arising out of the performance of Municipality Work.
9. Prior to SRP's installing any electric facility, the Municipality shall install all water and sewer facilities and backfill. Municipality shall not install any curb, sidewalk, paving, or any conflicting foundation within the Project boundaries until SRP completes the installation of the electric facilities. Municipality shall and hereby does release SRP from any loss, damage, liability, cost, or expense incurred by Municipality arising out of (i) any delay by SRP in performing or completing its work or inspecting any Municipality Work or (ii) any loss or damage to any installation prohibited by this Section 9, even if such damage was caused by the negligent or intentional act or omission of SRP.
10. Municipality shall permit SRP to inspect, at any time, any Municipality provided facility. Any inspection by SRP shall not be deemed an approval of any Municipality provided facility or a waiver by SRP of any right to enforce strict compliance with the terms and conditions of this Contract.
11. Municipality, upon demand, shall reimburse SRP for the costs of relocation of facilities found to be installed at the wrong location or grade due to Municipality requested changes in property lines, easement grade, and/or errors in staking, trenching, or survey.
12. If Municipality's load grows to a total coincident demand of 6,740 kVA or greater, but less than 11,800 kVA, the load will be served from at least one dedicated SRP feeder circuit or a substation dedicated to serve only Municipality. Any dedicated feeder circuit(s) or substations shall be provided by SRP at the sole expense of Municipality. Notwithstanding the foregoing, Municipality may elect to provide its own substation at Municipality's sole expense. Any dedicated substation, whether provided by SRP or Municipality, shall be owned, operated, and maintained by Municipality or its agents at Municipality's sole expense.
13. This Contract shall be interpreted, governed by and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. SRP and Municipality agree that any action, suit, or proceeding arising out of or relating to this Contract shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, SRP and Municipality hereby irrevocably waive any and all rights to a trial by jury and covenant and agree that neither will request a trial by jury, with respect to any legal proceeding arising out of or relating to this Contract.
14. The title to all work performed by SRP, or performed by Municipality at SRP's request and accepted by SRP, shall remain with SRP at all times.
15. Municipality shall meet with an SRP inspector before construction begins. The meeting may be scheduled by calling SRP Inspection Scheduling.



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** SHEA JOACHIM , ASSISTANT TOWN MANAGER

**FROM:** RYAN MCDONALD , MANAGEMENT ANALYST

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF A UNIFORM VIDEO SERVICE LICENSE AGREEMENT WITH ORBITEL COMMUNICATIONS, LLC.

**DATE:** April 17, 2024

---

**Suggested Action:**

Move to approve the Uniform Video Service License Agreement with Orbitel Communications, LLC.

**Relevant Council Goal(s):**

Superior Infrastructure – Capital Improvement Program

Technology, 4.7. Continue to work with technology providers to provide services residents of the Town (cell-service, internet, fiber, etc.).

**Discussion:**

Orbitel Communications, LLC submitted a letter of intent to provide services to the Town of Queen Creek in November 2023. To do so, Orbitel Communications requested to enter into a uniform video licensing agreement to install necessary infrastructure in the Town of Queen Creek's right-of-way (ROW). Orbitel Communications is a broadband communications company that provides, video, internet, and phone services. Orbitel Communications will be a competitor to Cox Communication in the video services market and will compete with Cox Communications, Google Fiber, and Century Link for internet services. The City of Maricopa has an established agreement with Orbitel Communications. Furthermore, Orbitel Communications provides their services to additional communities such as, Sun Lakes, Robson Ranch, SunBird, SaddleBrooke, and SaddleBrooke Ranch.

Arizona Revised Statutes (A.R.S.) allows for the Town to enter into a license agreement with companies placing infrastructure in the Town's right-of way. A video service license agreement for a comprehensive project is advantageous because it not only helps the licensor (the Town) construct the guidelines and expectations of the work being performed, but also to provide some protection of the Town's infrastructure and resident's property in a manageable process. The advantage for the licensee (Orbitel Communications, LLC) is that it allows for the project to move more efficiently and expeditiously.

**Fiscal Impact:**

The proposed license agreement requires Orbitel Communications to pay 5% of its gross revenues to the Town, similar to the Town's existing license agreement with Cox Communications. The Town estimates that it will receive approximately \$15,000 in revenues from this agreement in the first full year of Orbitel's operations in Queen Creek, with potential growth of up to \$60,000 per year after five years of operations in Queen Creek. This amount will vary based on the number of new subscribers to Orbitel's video service.



**Alternatives:**

The Council could:

- Approve the Uniformed Video Service License
- Not approve the Agreement
- Direct the staff to make further changes to the Agreement

**Attachment(s):**

1. [Queen Creek UVSLA 3-24 ORBITEL.pdf](#)
2. [Queen Creek Application & Affidavit 3-24 ORBITEL.pdf](#)

**Town of Queen Creek  
Uniform Video Service License Agreement**

Date of Issuance: \_\_\_\_\_

This Uniform Video Service License Agreement (“License”) is made on the date of issuance hereof by and between the Town of Queen Creek, an Arizona municipal corporation (“Licensor”) and Orbital Communications, L.L.C., an Arizona limited liability company (“Licensee”). Licensor and Licensee are each a “Party” and collectively the “Parties” to this License.

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes (“Licensing Statute”), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants set forth herein, the Parties agree as follows:

1. **Definitions.** Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including but not limited to A.R.S. § 9-1401.

2. **Licensee Information.** The following information appears on Exhibit “A” attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity, and its jurisdiction of formation.

2.2 The address and telephone number of Licensee’s principal place of business.

2.3 The names, titles and addresses of Licensee’s principal executive officers or general partners.

2.4 The names, titles, telephone, fax numbers, and email addresses of any persons authorized to represent Licensee before Licensor.

3. **Grant of License.** Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service is the area described on Exhibit “B” attached hereto and incorporated herein by this reference.

3.2 Licensor grants Licensee authority, in the delivery of Video Service, to use and occupy, and to construct and operate, a Video Service Network in the Highways in the

Service Area. Licensee shall conduct its activities in compliance with the Licensing Statute and this License.

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. § 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an Incumbent Cable Operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this License. If Licensee is not an Incumbent Cable Operator, Licensee shall provide Video Service to at least one Subscriber within each Service Area authorized by this License no later than twenty-four (24) months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide Video Service to at least one Subscriber within each Service Area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the Licensor that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be five percent (5%) of gross revenue.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. § 38-511.

*[Signatures appear on next pages.]*

**Licensors**

Town of Queen Creek, an Arizona municipal corporation

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

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

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

**ATTEST:**

\_\_\_\_\_  
[City/Town] Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
[City/Town] Attorney

STATE OF \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of the Town of Queen Creek, an Arizona municipal corporation, on its behalf.

(Seal)

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

**Licensee**

Orbitel Communications, L.L.C., an Arizona limited liability company

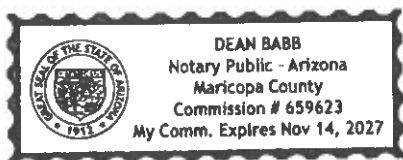
By: [Signature]  
Its: President & GM

Date: 3/19/24

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 19 day of March, 2024 by John Schurz, on behalf of Licensee.

(Seal)



[Signature]  
Notary Public

## EXHIBIT A

[Information about Licensee]

**I. Licensee:**

Date: 2/20/24		
Applicant's Name: Orbital Communications, L.L.C.		
Phone: 520-497-4703	Address: 21116 N. John Wayne Parkway, Suite B9	
City: Maricopa	State: AZ	Zip: 85139
Type of Entity: LLC	Jurisdiction of Formation: AZ	Email: jschurz@schurz.com

**II. Licensee's principal executive officers or general partners:**

Name: John Schurz	Title: President and CEO
Address: 21116 N. John Wayne Parkway, Suite B9, Maricopa, AZ 85139	

Name: Cara Baumeister	Title: Vice President and Treasurer
Address: 1000 Willow Circle, Hagerstown, MD 21740	

Name: Latisha Rose	Title: Secretary
Address: 21116 N. John Wayne Parkway, Suite B9, Maricopa, AZ 85139	

**III. Person(s) authorized to represent Licensee before Local Government:**

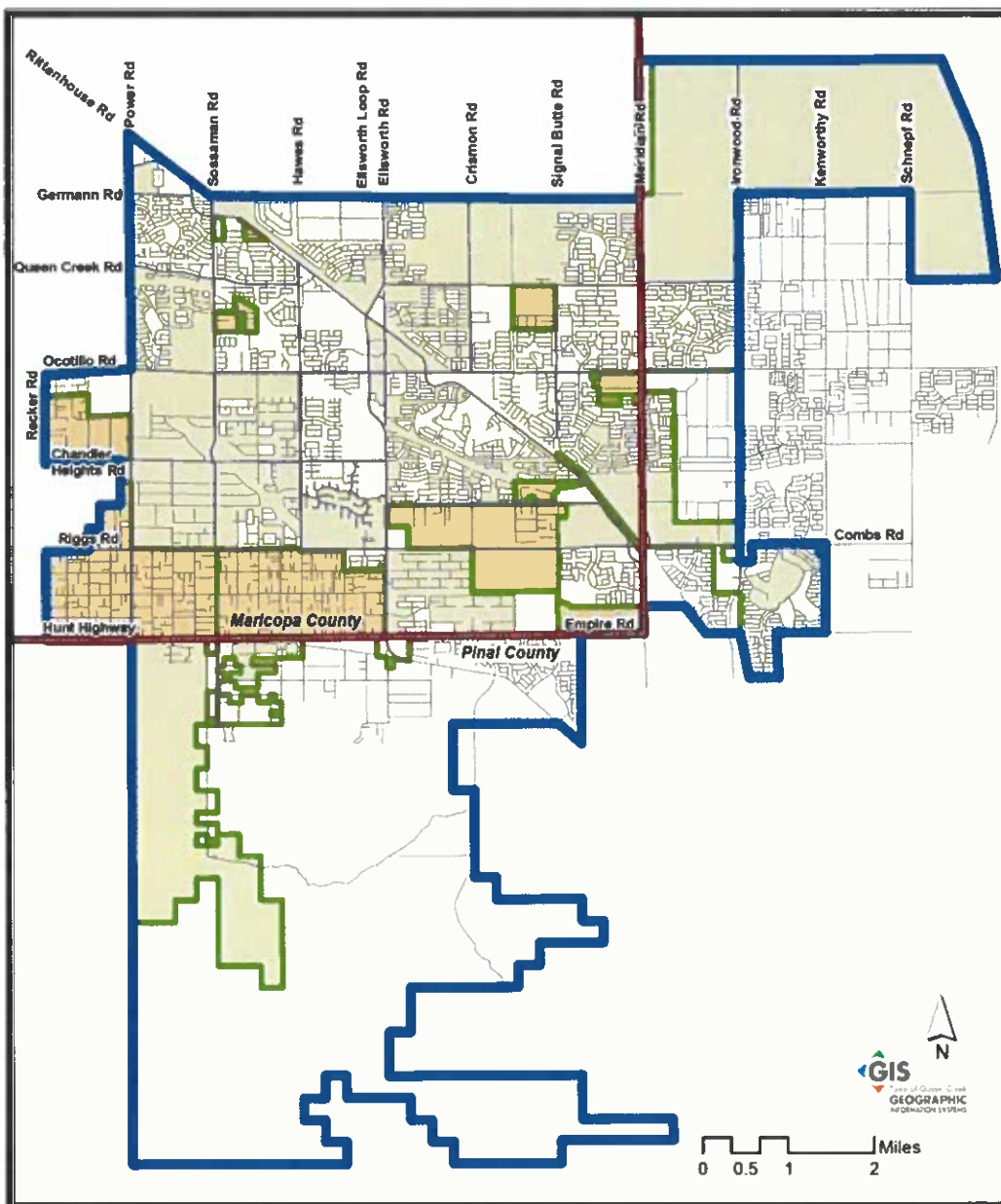
Name: John Schurz	Title: President and CEO	
Address: 21116 N. John Wayne Parkway, Suite B9, Maricopa, AZ 85139		
Phone: 520-497-4703	Fax:	Email: jschurz@schurz.com

Name: Latisha Rose	Title: Secretary	
Address: 21116 N. John Wayne Parkway, Suite B9, Maricopa, AZ 85139		
Phone: 520-497-4703	Fax:	Email: lrose@orbitalcommunications.com

# EXHIBIT B [Service Area]

TOWN OF  
QUEEN CREEK  
ARIZONA

 TOWN LIMITS  PLANNING AREA  COUNTY ISLANDS



Map utilized from Town of Queen Creek governmental site ([queencreekaz.gov](http://queencreekaz.gov))  
4885-6975-0190 v1 [53749-36]



## TOWN OF QUEEN CREEK

### APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE (Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

#### I. Licensee:

Date: 2/20/24		
Applicant's Name: Orbitel Communications		
Principal Place of Business: Arizona		
Phone: 520-497-4703	Address: 21116 N. John Wayne Parkway, Suite B9	
City: Maricopa	State: AZ	Zip: 85139
Type of Entity: LLC	Jurisdiction of Formation: Arizona	Email: <a href="mailto:jschurz@schurz.com">jschurz@schurz.com</a>

#### II. Licensee's principal executive officers or general partners:

Name: John Schurz	Title: President & CEO
Address: 21116 N. John Wayne Parkway, Suite B9, Maricopa, AZ 85139	

Name: Cara Baumeister	Title: Vice President and Treasurer
Address: 1000 Willow Circle, Hagerstown, MD 21740	

Name: Latisha Rose	Title: Secretary
Address: 21116 N. John Wayne Parkway, Suite B9, Maricopa, AZ 85139	

#### III. Person(s) authorized to represent Licensee before Local Government:

Name: John Schurz	Title: President & CEO
Address: 21116 N. John Wayne Parkway, Suite B9, Maricopa, AZ 85139	
Phone: 520-497-4703 Fax:	Email: <a href="mailto:jschurz@schurz.com">jschurz@schurz.com</a>

Name: Cara Baumeister	Title: Vice President and Treasurer
Address: 1000 Willow Circle, Hagerstown, MD 21740	
Phone: 301-797-5000 Fax:	Email: <a href="mailto:cbaumeister@schurz.com">cbaumeister@schurz.com</a>

Name: Latisha Rose	Title: Secretary
Address: 21116 N. John Wayne Parkway, Suite B9, Maricopa, AZ 85139	
Phone: 520-497-4703 Fax:	Email: <a href="mailto:lrose@orbitelcommunications.com">lrose@orbitelcommunications.com</a>

#### IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date:

**V. For All Applications:**

**A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.**

**B. The term of the uniform video service license shall be (not to exceed ten years):**

10 Years

**C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).**

**D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).**

**E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.**


Select one:

The Service Area consists of all the territory within the Boundaries of Local Government.

The Service Area consists of all the territory within the area described on attached

**Applicant Verification**

I certify that the Information contained in this application for a video service license in the Town of Queen Creek is true and correct. I further affirm that I am authorized by Orbital Communications, L.L.C. to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed): <i>John Schurz, President and General Manager</i>	
Signature: 	Date: <i>3/18/24</i>

**Local Government Receipt**

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ; at \_\_\_\_\_.

**Town of Queen Creek, an Arizona municipal corporation ("Local Government")**

By \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**Exhibit A**  
**Service Area**

*See attached map*

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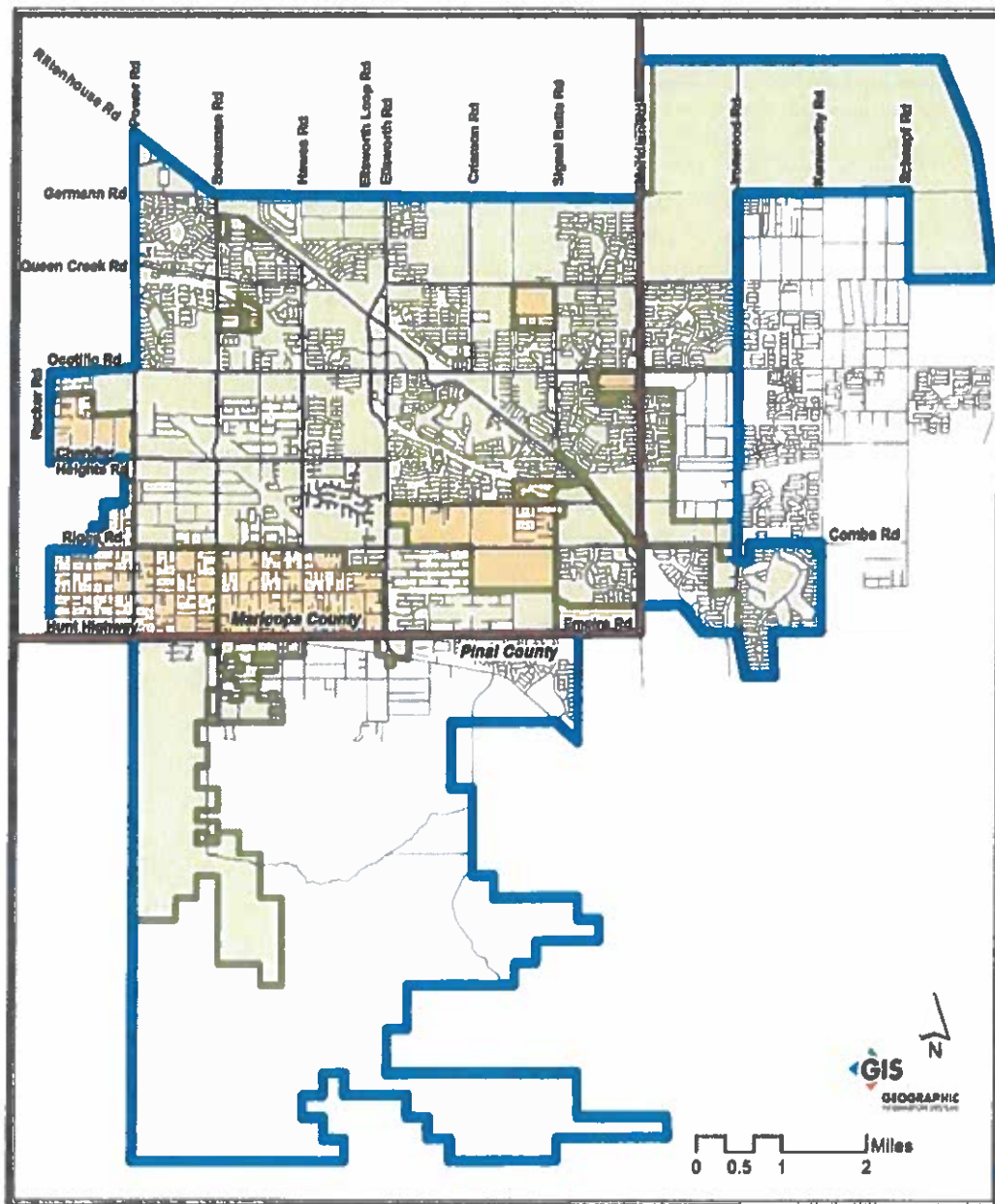
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[Attach additional pages as necessary]

# TOWN OF QUEEN CREEK ARIZONA

 TOWN LIMITS  PLANNING AREA  COUNTY ISLANDS



Map utilized from Town of Queen Creek governmental site ([queencreekaz.gov](http://queencreekaz.gov))



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 PROJECT ORDER #2 WITH ARRINGTON WATKINS ARCHITECTS FOR THE FOF FLEET MAINTENANCE FACILITY (CIP PROJECT NO. MF026) IN AN AMOUNT NOT TO EXCEED \$1,969,618 AND A BUDGET ADJUSTMENT FROM CONTINGENCY TOTALING \$669,618.  
**DATE:** April 17, 2024

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**Suggested Action:**

Move to approve Project Order #2 with Arrington Watkins Architects for the FOF Fleet Maintenance Facility (CIP Project No. MF026) in an amount not to exceed \$1,969,618 and a budget adjustment from contingency totaling \$669,618.

**Relevant Council Goal(s):**

Superior Infrastructure – Capital Improvement Program

**Discussion:**

See attached staff report.

**Fiscal Impact:**

See attached staff report.

**Alternatives:**

See attached staff report.

**Attachment(s):**

1. [MF026 Staff Report.pdf](#)
2. [MF026 Project Location Exhibit.pdf](#)
3. [MF026 Project Order #2.pdf](#)



Requesting Department:  
CIP Department

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: BRUCE GARDER, TOWN MANAGER**

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

**RE:** Consideration and possible approval of Project Order #2 with Arrington Watkins Architects for the Field Operations Facility (FOF) Fleet Maintenance Facility (CIP project no. MF026) in an amount not to exceed \$1,969,618, and a budget adjustment from CIP contingency totaling \$669,618.

**DATE: 04/17/24**

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**Suggested Action:**

Move to approve Project Order #2 with Arrington Watkins Architects for the FOF Fleet Maintenance Facility (CIP Project No. MF026) in an amount not to exceed \$1,969,618 and a budget adjustment from contingency totaling \$669,618.

**Relevant Council Goal(s):**

Superior Infrastructure – Capital Improvement Program

**Discussion:**

The Town Fleet Maintenance Facilities are insufficient to support the expansion of the Town’s vehicle fleet that is ongoing in all departments, and most significantly in the Police Department. In June 2023, the Town issued a Request for Qualifications (RFQ) to solicit qualified professional architectural services firms to provide architectural and engineering services to:

- Carry out a Town–wide Space Needs Assessment
- Master-plan the FOF Yard
- Design a Fleet Maintenance Facility

Arrington Watkins was deemed the most qualified firm that met the Town’s needs and was requested to submit a proposal. On September 20, 2023, Council approved a contract with Arrington Watkins for the Space Needs Assessment and the FOF Master Planning.

The space planning effort is nearly complete and has provided sufficient information to properly size the Fleet Maintenance Facility. The FOF masterplan is ongoing and will determine the location of the Fleet Building in the near future. These two efforts will be completed in parallel to ensure the project is delivered as quickly and efficiently as possible.

Staff recommends entering into the proposed professional services contract with Arrington Watkins Architects to design and prepare construction documents for the new Fleet Maintenance Facility and provide technical support during procurement and construction. This recommendation is based upon a reasonable and cost effective design scope of services and fee from the firm resulting from the public RFQ (RFQ-23-0025) solicitation and subsequent Space Needs Study.

The proposed \$1,969,618 authorization amount includes a 10% (ten percent) contingency for unexpected conditions that may require additional design efforts. Design of the Fleet Maintenance Facility is planned to start towards the end of April 2024. The Town will advertise for a Construction Manager at Risk (CMAR) later this year to support the design process and to construct the facility. Staff will bring a CMAR contract to the Town Council for approval in the future. Construction is estimated to be completed in late 2026.

**Fiscal Impact:**

The FOF Fleet Maintenance Facility (CIP Project No. MF026) was included in the FY 2023/24 CIP budget. However, the project's current budget totaling \$1,300,000 is not sufficient to cover the \$1,969,618 design services costs. This action is requesting a budget adjustment of \$669,618 from the FY 2023/24 CIP Contingency to cover the cost of the contract.

Best available information at this point in time indicates that the project will require \$23 million, which is reflected in the FY 2024/25 CIP Recommended Budget.

The facility will serve all Town Departments, but a larger proportion will serve the Police Department. Staff expects to fund the construction of the FOF Fleet Maintenance Facility from a future excise tax bond issue that will be presented to the Town Council later this calendar year. The funding sources of the repayment of the debt will be a combination of Police Impact Fees and the Operating Budget.

**Alternatives:**

1. The Town Council may decide not to approve the contract with Arrington Watkins Architects and continue with the existing facilities. The impact of this decision would result in significant vehicle maintenance delays and backlogs, and would compromise the ability of Town departments to deliver required services at the generally expected service levels.
2. The Town Council may decide not to approve the contract with Arrington Watkins Architects and direct Staff to reissue the public solicitation for these services. The impact of this decision would result in significant delays in the design

process and subsequent construction efforts with construction estimated to complete middle to late 2027 at a higher cost as a result. The impact of this alternative would result in vehicle maintenance delays and service backlogs, and would compromise the ability of Town departments to deliver required services at the generally expected service levels.

**Attachments:**

1. Project Location Exhibit
2. Project Order #2 with Arrington Watkins Architects



# MF026 – FOF Fleet Building

ProjectBaseMap





## **PROJECT TASK ORDER FORM**

**TOWN OF QUEEN CREEK,  
an Arizona municipal corporation ("TOWN")**

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### **DESIGN PROFESSIONAL PROJECT ORDER *Field Operations Facility - Fleet Maintenance Building Design***

**Project Task Order No. 02  
Contract No. 2023-097  
Project No. MF026**

**THIS PROJECT ORDER** is made and entered into on the \_\_\_\_\_ day of April, 2024 by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation, hereinafter called ("TOWN") and the "Design Professional" designated below. This Project Task Order is entered in to pursuant to and incorporates herein the terms and provisions of the Design Professional Contract No. 2023-097, dated September 20, 2023 between TOWN and Design Professional ("Contract"). Upon full execution of this Project Task Order, the Project Task Order, together with the Project Task Order Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein ("Services").

TOWN and Design Professional agree as follows:

**TOWN:** Town of Queen Creek  
Project Manager: Bob Coulthard  
Telephone: 480-350-3150  
E-mail: bob.coulthard@queencreekaz.gov

**DESIGN PROFESSIONAL:** Arrington Watkins Architects LLC  
3003 N. Central Avenue, Phoenix, AZ 85012  
Arizona Registration No. 10089  
Federal Tax ID No.:  
Design Professional Representative: Mike Quinn, Principal Architect  
Telephone: 602-279-4373  
E-mail: mquinn@qwarch.com

**PROJECT DESCRIPTION:** This Project Task Order #02 is for the Field Operations Facility – Fleet Maintenance Building Design.

The Project is scheduled to commence upon a Notice to Proceed and be completed no later than the agreed upon schedule to be submitted by the Design Professional.

**PROJECT SITE ADDRESS/LOCATION:** This Project Task Order # 02 is located at the Field Operations Facility, 19715 South 220<sup>th</sup> Street, Queen Creek, AZ 85142.



**PROJECT TASK ORDER PRICE (Not to Exceed): \$1,790,562.00**

Any additional services needed will be paid based on an hourly rates for additional services as outlined in Exhibit A

**SCOPE OF SERVICES, DELIVERABLES, AND PROJECT SCHEDULE/DURATION:** As outlined in attached Exhibit A dated March 25, 2024.

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

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

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

**“TOWN”**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**“DESIGN PROFESSIONAL”**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



**PROJECT TASK ORDER # 02**

**EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE**



## PROJECT TASK ORDER # 02

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

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

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

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

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



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



**PROJECT TASK ORDER # 02**

**EXHIBIT C**  
**PROJECT SPECIFIC CONDITIONS (IF ANY)**

**N/A**

4868-8695-0949 v1 [53749-1]



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 AMENDMENT #3 TO DELEGATION RESOLUTION #1468-22 AUTHORIZING AND DIRECTING THE TOWN MANAGER AND/OR CAPITAL IMPROVEMENT PROJECTS DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS, AND/OR AGREEMENTS RELATED TO CONSTRUCTION AND COMPLETION OF THE ARIZONA STATE LAND INFRASTRUCTURE IMPROVEMENTS PROJECT (CIP PROJECT NO. AR100) AND INCREASING THE ORIGINAL DELEGATION RESOLUTION AMOUNT BY \$8,737,526 FOR A TOTAL AMENDED AMOUNT NOT TO EXCEED \$85,659,229. (THIS IS A FY 23/24 BUDGETED ITEM)

**DATE:** April 17, 2024

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**Suggested Action:**

Move to approve Amendment #3 to Delegation Resolution #1468-22 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of Arizona State Land Infrastructure Improvements project (CIP Project No. AR100) and increasing the original Delegation Resolution amount by \$8,737,526 for a total amended amount not to exceed \$85,659,229. (This is a FY 23/24 Budgeted Item)

**Relevant Council Goal(s):**

Superior Infrastructure – Capital Improvement Program

**Discussion:**

See attached staff report.

**Fiscal Impact:**

See attached staff report.

**Alternatives:**

See attached staff report.

**Attachment(s):**

1. [AR100 Staff Report.pdf](#)
2. [AR100 Project Location Exhibit.pdf](#)
3. [AR100 DR 1468-22 Amend #3.pdf](#)
4. [AR100 DR 1468-22 Exhibit 1.pdf](#)





Requesting Department:  
CIP Department

**TO: HONORABLE MAYOR AND TOWN COUNCIL**

**THROUGH: BRUCE GARDNER, TOWN MANAGER**

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

**RE:** Consideration and possible approval of Amendment #3 to Delegation Resolution #1468-22 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of the Arizona State Land Infrastructure Improvements Project (CIP project no. AR100) and increasing the original Delegation Resolution amount by \$8,737,526 for a total amended amount not to exceed \$85,659,229 (This is a FY 23/24 budgeted item).

**DATE: April 17, 2024**

---

**Suggested Action:**

Move to approve Amendment #3 to Delegation Resolution #1468-22 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of Arizona State Land Infrastructure Improvements project (CIP Project No. AR100) and increasing the original Delegation Resolution amount by \$8,737,526 for a total amended amount not to exceed \$85,659,229 (This is a FY 23/24 Budgeted Item).

**Relevant Council Goal(s):**

Superior Infrastructure – Capital Improvement Program

**Discussion:**

To date, the Town Council has authorized the following for this project:

- March 2, 2022 – Design services with Stanley Consultants for Germann Road.
- March 16, 2022 - Design services contract with TYLin for Ironwood Road, Pecos Road and Kenworthy Road.
- April 6, 2022 – Professional Services Agreement with Marc Taylor Inc for owners' representative services.

- June 1, 2022 – Delegation Resolution #1468-22 for pre-construction phase services, early procurement of water and wastewater materials, the completion of clearing and grubbing activities and the construction of utility improvements
- March 1, 2023 Delegation Resolution #1468-22, Amendment #1 for a portion of the roadway improvements and the entirety of the water and wastewater improvements.
- June 7, 2023 Town Council approved Amendment #2 providing authorization to complete the roadway improvements.
- February 7, 2024 – Intergovernmental Agreement with Pinal County for the funding of the realignment of Germann Road between Ironwood Road and Kenworthy Road.

This action is to approve Amendment #3 to Delegation Resolution #1468-22 and recognizes and provides spending authorization for the funding contribution by Pinal County for the realignment of Germann Road between Ironwood Road and Kenworthy Road. This action does not increase the Town’s portion of funding for the project. This action provides authorization to expend the funds as provided by Pinal County.

Staff will return to request another amendment to Delegation Resolution #1468-22 from the Council to recognize and provide spending authorization for the \$4.1 million budget included in the Recommended FY 2024/25 CIP Budget.

If Amendment #3 to Delegation Resolution #1468-22 is approved, final design and construction of the relocated Germann roadway and associated utility improvements is anticipated to start in the Summer of 2024, and the project is expected to be completed in the summer of 2026.

**Fiscal Impact:**

Delegation Resolution #1468-22 currently totals \$76,921,703. The Proposed Amendment #3 intends to increase the amount by \$8,737,526 to a total amended amount of \$85,659,229. The following table summarizes the project cost through the current fiscal year.

<b>Previously Approved Design &amp; Professional Services Contract</b>	<b>Current Delegation Resolution #1468-22</b>	<b>Requested Amendment #3</b>	<b>Revised Total Delegation Resolution #1468-22</b>	<b>Total Project Cost through FY24</b>
4,385,769	76,921,703	8,737,526	85,659,229	90,044,998

The Arizona State Land Infrastructure Improvements project (CIP Project No. AR100) has a budget of \$90,044,998. An additional \$4,060,538 budget is included in the Recommended FY 2024/25 CIP Budget. Staff will return to request another amendment to Delegation Resolution #1468-22 from the Council to recognize and provide spending authorization for that additional budget amount.

FY 2024/25		
Current Project Budget	Recommended Budget	Total Project Budget
90,044,998	4,060,538	94,105,536

The funding sources include Title 42 (80%), State of Arizona Construction Sales Taxes related to the construction of a qualified manufacturing facility, and Queen Creek’s Construction Sales Tax Revenue (20%). Pinal County entered into an IGA with Queen Creek approved by the Town Council on February 7, 2024, and will pay \$9.8 million towards the realignment of Germann Road. The project also includes a gas line extension, for which the City of Mesa will reimburse the Town the construction costs, which are estimated to total \$0.2 million.

**Alternatives:**

The Town Council may decide not to approve Amendment #3 to Delegation Resolution #1468-22 in order to re-prioritize capital projects. If the resolution is not approved, the funding from Pinal County will not be available for use for the Germann Road relocation and the project construction schedules will be delayed which will impact service to the ASLD land parcels.

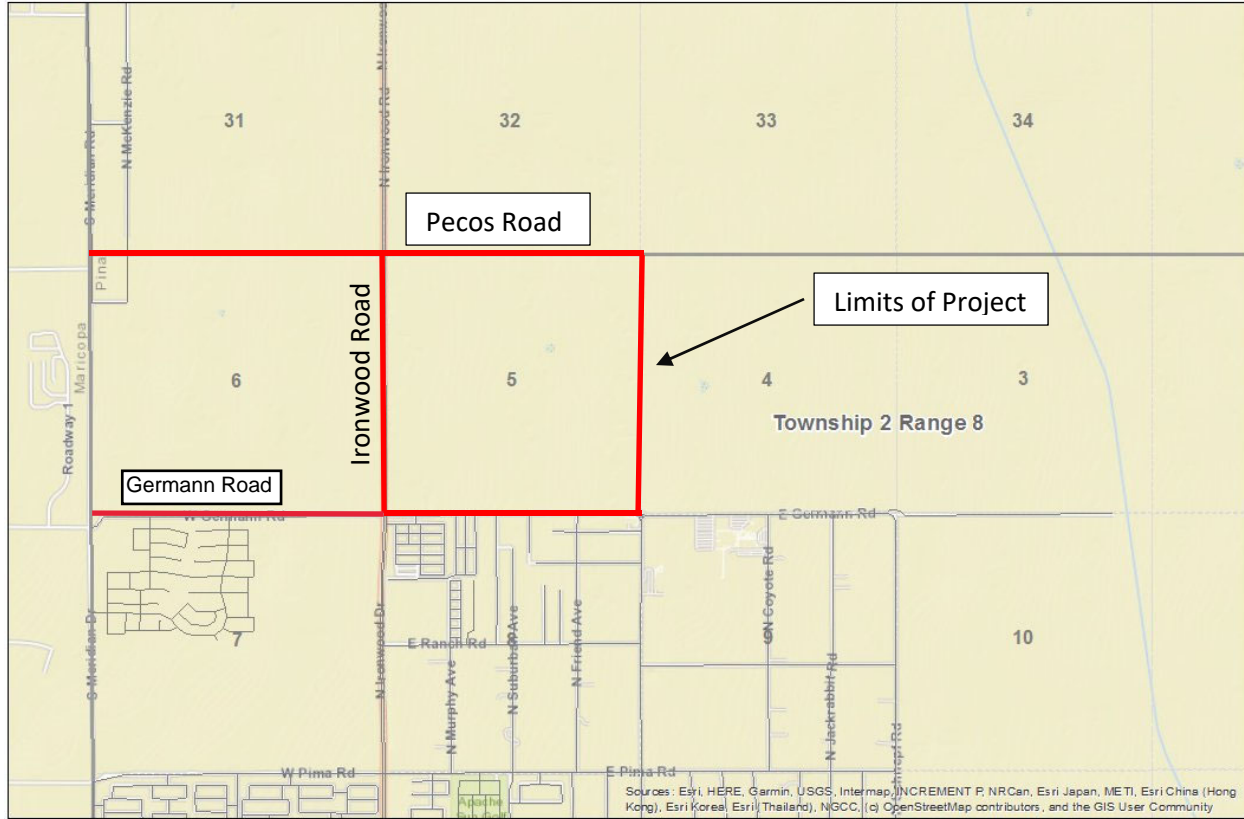
**Attachments:**

1. Project Location Exhibit
2. Amendment #3 to Delegation Resolution #1468-22
3. Exhibit #1

# AR100 PROJECT LOCATION MAP



Pinal County Assessor Parcel Viewer · Assessor Douglas J. Wolf



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

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

**RESOLUTION NO 1468-22. (AMENDMENT 3)**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING RESOLUTION 1468-22 AND AUTHORIZING AND DIRECTING THE TOWN MANAGER, AND/OR CAPITAL IMPROVEMENT PROJECTS DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS AND AGREEMENTS RELATED TO THE ARIZONA STATE LAND INFRASTRUCTURE IMPROVEMENTS PROJECT (CIP PROJECT NO. AR100).**

**WHEREAS**, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements to complete the Arizona State Land Infrastructure Improvements Project (CIP Project NO. AR100) (the “Project”), as more specifically described in the Staff Report presented to the Council in support of this Resolution, and the summary of items included in the Project set forth in Exhibit 1 attached hereto, both of which are incorporated herein by this reference; and

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

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

**WHEREAS**, spending authority for the Project was approved by the Town Council in Resolution # 1468-22 establishing the project budget on June 1 2022 and amended on March 1, 2023 and June 7, 2023; and approving 1459-22 adopting the FY2023 budget, and 1521-23 adopting the FY 2024 budget.

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

- Section 1:** That the total Resolution amount is amended and hereby affirmed to be \$85,659,229 and the total authorized budget amount for the Project is hereby affirmed to be \$90,044,998.
- 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 Common Council of the Town of Queen Creek, Arizona, this 17th day of April, 2024.

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

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Dickinson Wright, PLLC  
Town Attorneys

**Resolution #1468-22 (AMENDMENT #3)**

**Exhibit 1**

Arizona State Land Project AR100		Estimated Cost	20% Contingency	Extended Cost
<b>UTILITIES</b>	Dry Utility Design Services	\$500,000	\$100,000	\$600,000
	City of Mesa Gas	\$200,000	\$0	\$200,000
	<b>Proposed Utilities Subtotal:</b>			\$ 800,000
<b>REAL ESTATE</b>				
	<b>Proposed Real Estate Subtotal:</b>			
<b>CONSTRUCTION</b>	CMAR Pre-Construction Phase Services	\$500,000	\$100,000	\$ 600,000
	Early procurement of water and wastewater materials	\$9,200,000	\$1,840,000	\$ 11,040,000
	Utility Construction	\$25,300,000	\$3,747,476	\$ 29,047,476
	Roadway Construction	\$44,171,753	\$0	\$ 44,171,753
	<b>Proposed Construction Subtotal</b>			\$ 84,859,229
<b>MISC. EXPENSES</b>				
	<b>Proposed Misc. Expense Subtotal:</b>			
	<i>Rounding Contingency Request</i>			\$ -
	<i>Budget Requested Under Resolution #1468-22 Amendment #3</i>			\$ 8,737,526
	Previously Approved Budget Under Resolution #1468-22 through Amendment #2			\$ 20,470,305
	Previously Approved Budget Under Resolution #1468-22 through Amendment #1			\$ 56,451,398
	<b>Total Budget - Updated Amended Resolution #1468-22</b>			\$ 85,659,229
	Previously Approved Design & Professional Services Contracts (March & April 2022)			\$ 4,385,769
	<b>Total Authorized Budget Amount for the Project</b>			\$ 90,044,998



TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.1

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

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

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1585-24 APPROVING THE PURCHASE AND DEVELOPMENT AGREEMENTS WITH A.T. MERIDIAN REAL ESTATE L.L.C FOR THE PROPOSED DEVELOPMENT ON THE +/- 2 ACRES OF TOWN OWNED LAND LOCATED NORTH OF THE UNITED STATES POSTAL SERVICE OFFICE IN QUEEN CREEK; AND AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN ATTORNEY AND TOWN CLERK TO TAKE ALL ACTIONS NECESSARY TO NEGOTIATE, FINALIZE, EXECUTE, AND IMPLEMENT THE AGREEMENTS.

**DATE:** April 17, 2024

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**Suggested Action:**

Move to approve Resolution 1585-24 approving the Purchase and Development Agreements with A.T. Meridian Real Estate L.L.C for the +/- 2 acres of Town owned land located North of the United States Postal Service Office in Queen Creek and authorizing the Mayor, Town Manager, Town Attorney and Town Clerk to take all actions necessary to negotiate, finalize, execute, and implement the agreements.

**Discussion:**

In August 2022, staff issued a request for proposals (RFP) for Town Owned Land North of the United States Postal Office. This site includes three parcels totaling approximately two acres, which are zoned C-2 (commercial zoning). The RFP was issued for the sale or ground lease and development of land for office, medical office and/or low-intensity commercial uses. It was noted that the Town will not consider development based upon non-commercial uses.

Over the last several years, the vacancy rate for general office and medical office space in Queen Creek has remained quite low. As the Town continues to grow, the need for general services is increasing and there are very limited opportunities for businesses to rent or lease office space in the Town.

The Town received one proposal from A.T. Meridian, a local development team, and an internal team reviewed the proposal. On December 7, 2022 a team comprised of representatives from Finance, Planning, Public Works, CIP and Economic Development departments interviewed the firm. A.T. Meridian's proposal includes one 20,000 SF single-story building for a single medical user or users.

The team that interviewed the developer recommended moving forward with A.T. Meridian and the Town Council directed staff to begin the negotiation phase of the development and purchase agreement. After appraisals were obtained and deal points were negotiated, staff brought the information back to Council for further direction and was advised to move forward with drafting the development and purchase agreement.



The Town has negotiated the following general terms for the purchase and development agreements:

1. Purchase price of land: \$1,375,000.00 or \$15.03 SF.
2. Closing costs will be shared equally by the Town and the Buyer/Developer.
3. Buyer/Developer is proposing the construction of certain improvements on the Property, generally consisting of 20,000 square feet of medical office.
4. Close of Escrow will be on or before the earlier of (1) fourteen (14) calendar days following the satisfaction of Buyer's contingencies or December 2024.
5. Developer will cause Commencement of Construction of the Project to occur by January 6, 2025.
6. If a Default by Developer occurs with respect to the Completion of Construction of the Project by October 31, 2025 then the Town may require a payment from Developer in the amount of \$35 per day until Completion of Construction, which Developer agrees and acknowledges represents the cost to Town of lost transaction privilege tax.
7. Developer shall cause Completion of Construction of the Project to occur on or before October 31, 2025.
8. The Agreements will be assigned to A.T. Meridian Real Estate L.L.C.
9. The Developer did not ask for, nor is the Town providing any financial incentives for the project.

**Fiscal Impact:**

Revenue impacts from the development are estimated at \$1,375,000.00 for the sale of the land, construction sales tax one-time revenues of \$130,000 and permitting revenues and impact/capacity one-time revenues of \$135,000. Recurring revenues includes property tax estimated at \$9,000 annually and sales tax (mostly lease sales tax) estimated at \$13,000 annually.

Ongoing costs to provide services to the property are not known at this time but will include fire and medical calls for service, police protection, and general government services. The costs of providing water, sewer, and trash/recycling services will be covered by utility rates and fees.

**Alternatives:**

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

**Attachment(s):**

1. [Resolution 1585-24](#)
2. [Copy of the Development Agreement](#)
3. [Copy of the Purchase Agreement](#)

**RESOLUTION 1585-24**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA APPROVING THE PURCHASE AND DEVELOPMENT AGREEMENTS WITH A.T. MERIDIAN L.L.C FOR THE PROPOSED DEVELOPMENT ON THE +/- 2 ACRES OF TOWN OWNED LAND LOCATED NORTH OF THE UNITED STATES POSTAL SERVICE OFFICE IN QUEEN CREEK; AND AUTHORIZING THE MAYOR, TOWN MANAGER, TOWN ATTORNEY AND TOWN CLERK TO TAKE ALL ACTIONS NECESSARY TO NEGOTIATE, FINALIZE, EXECUTE, AND IMPLEMENT THE AGREEMENTS.**

Section 1: That A.R.S. §9-402 defines the procedure whereby a city or town may sell or convey any part of its real or personal property; and,

Section 2: That the Mayor and Common Council have determined that certain real property located within the Town of Queen Creek generally located North of the United States Postal Service Office in Queen Creek, on the west side of Ellsworth Loop Road, south of Ocotillo Road, and in the Town’s Redevelopment Area and is in the Town’s best interest to sell and further development in this area, and may be disposed of through the sale process in accordance with all relevant Arizona State Statute requirements and,

Section 3: That the Mayor and Common Council have authorized the negotiated price to be paid to the Town as \$1,375,000 excluding closing costs, and that the said property shows a net area of +/- 2-acres.

Section 4: That the Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to do all acts and sign all documents and pay all sums necessary for the sale/disposal of said real property, including, but not limited to the execution of an Escrow Agreement, Purchase Agreement and Development Agreement.

Section 5: That A.R.S. § 9-500.11 authorizes the Town to enter into a development agreement for economic development activities and the Town has determined that this project which includes medical office demonstrates the vision and demand for the area.

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

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17<sup>th</sup> day of April 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

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

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

REVIEWED BY:

---

Bruce Gardner, Town Manager

APPROVED AS TO FORM:

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Scott Holcomb  
Dickinson Wright PLLC  
Town Attorneys

WHEN RECORDED RETURN TO:

Town of Queen Creek  
Attn: Town Clerk  
22350 South Ellsworth Road  
Queen Creek, Arizona 85142

=====

**DEVELOPMENT AGREEMENT**

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**TOWN OF QUEEN CREEK, ARIZONA,  
an Arizona municipal corporation**

**AND**

**A. T. MERIDIAN REAL ESTATE, L.L.C.,  
an Arizona limited liability company**

\_\_\_\_\_, 2024

=====

## DEVELOPMENT AGREEMENT

This Development Agreement (the “**Agreement**”) is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Town of Queen Creek, Arizona, an Arizona municipal corporation (“**Town**”); and A. T. Meridian Real Estate, L.L.C., an Arizona limited liability company (“**Developer**”). Town and Developer are sometimes referred to in this Agreement collectively as the “**Parties**,” or individually as a “**Party**.”

### RECITALS

A. Town wishes to encourage and promote commercial development in portions of Town’s downtown redevelopment district, including (but not limited to) that real property described in Exhibit A attached hereto and by this reference incorporated herein (the “**Property**”). In accordance with a Purchase and Sale Agreement between Town, as Seller, and Developer, as Buyer (the “**Purchase Contract**”), Town sold the Property to Developer upon the express condition that Developer enter into this Agreement and agree to the development of the Property and the construction of the Project as required by this Agreement.

B. As directed by Town Council on July 20, 2022, staff issued the Request for Proposals (RFP 23-005) for 2.1 acres of Town-owned land. The RFP was issued and open for 60 days. Developer’s Response to Proposal dated October 17, 2022 (the “**Proposal**”) was accepted by Town, and on December 21, 2022, Council directed staff to enter into exclusive negotiations with Developer.

C. Developer is proposing the construction of certain improvements on the Property, consisting of an approximate 20,000 square foot single story medical office and office project, including architectural and other design features as shown in the Proposal (collectively, the “**Project**”).

D. Town, acting through its Town Council, has determined that the development of the Project is an important addition to Town and is consistent with Town’s goals in establishing its redevelopment area. Accordingly, Town is willing to grant certain entitlements to Development in connection with Developer’s completion of the Project in accordance with the terms and conditions of this Agreement.

E. In reliance upon Town’s approval and adoption of this Agreement and Town’s representation and covenant that it will provide and perform the undertakings set forth in this Agreement, Developer agrees, without limiting in any respect the specific provisions of this Agreement, to the undertakings of Developer set forth in this Agreement (which Town and Developer acknowledge are beyond those which may be imposed upon Developer as a matter of law), which Town has requested or required of Developer in order to advance Town’s interests.

F. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05, and that the terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

G. Town is entering into this Agreement as an administrative act to implement and to facilitate development of the Project consistent with the policies of Town reflected in the previously adopted ordinances establishing the redevelopment area, Town's General Plan and Town's Zoning.

## AGREEMENTS

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **DEFINITIONS.** In this Agreement, unless a different meaning clearly appears from the context:

(a) **"Affiliate,"** as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (i) **"control"** (including with correlative meaning, the terms "controlling," "controlled by" and "under common control"), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise, and (ii) **"person"** means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

(b) **"Agreement"** means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through F, inclusive, are incorporated herein by reference and form a part of this Agreement but are not intended to expand the scope, number or nature of Developer's obligations beyond those expressly set forth in the numbered sections of this Agreement.

(c) **"Applicable Laws"** means as defined in Section 3.2(a).

(d) **"A.R.S."** means the Arizona Revised Statutes as now or hereafter enacted or amended.

(e) **"Commencement of Construction"** means both (i) the obtaining of a building, excavation, grading or similar permit by Developer for the construction of any portion of the Project, and (ii) the actual commencement of physical construction operations on the Property in a manner necessary to achieve timely Completion of Construction of the Project.

(f) **"Completion of Construction"** means the date by which one or more temporary or final certificates of completion or occupancy have been issued by Town with

respect to the Project, and one or more offices within the Project are open for business to the public.

(g) “**Default**” means as defined in Section 9.3.

(h) “**Developer**” means the Party designated as Developer on the first page of this Agreement, and its permitted successors and assigns that conform with the requirements of this Agreement.

(i) “**Effective Date**” means the date on which all of the following has occurred: this Agreement has been adopted and approved by the Town Council, executed by duly authorized representatives of Town and Developer, and recorded in the office of the Recorder of Maricopa County, Arizona.

(j) “**Enforced Delay**” means as defined in Section 8.6.

(k) “**General Plan**” means Town’s General Plan, as required by statute, and as required, from time to time, by Town.

(l) “**Event of Default**” means one or more of the events described in Section 9.1 or Section 9.2. provided, however, that such events shall not give rise to any remedy until effect has been given to all grace periods, cure periods and periods of Enforced Delay provided for in this Agreement and that in any event the available remedies are limited to those set forth in Section 9.

(m) “**Party**” or “**Parties**” means as designated on the first page of this Agreement.

(n) “**Project**” means as defined in Recital B.

(o) “**Property**” means as defined in Recital A and as described in Exhibit A.

(p) “**Public Health Event**” means any one or more of the following but only if and as declared by an applicable governmental authority (or its designee): epidemics; pandemics; plagues; viral, bacterial or infectious disease outbreaks; public health crises; national health or medical emergencies; governmental restrictions on the provision of goods or services or on citizen liberties, including travel, movement, gathering or other activities, in each case arising in connection with any of the foregoing, and including governmentally-mandated closure, quarantine, “stay-at-home,” “shelter-in-place” or similar orders or restrictions; or workforce shortages or disruptions of material or supply chains resulting from any of the foregoing.

(q) “**Term**” means as defined in Section 2.2.

(r) “**Town**” means the Party designated as Town on the first page of this Agreement.

(s) “**Town Code**” means the Code of the Town of Queen Creek, Arizona, as amended from time to time.

(t) “**Town Council**” means the Town Council of Town.

(u) “**Third Party**” means any person (as defined in Section 1(a) above) other than a Party, or an Affiliate of any Party.

(v) “**Zoning**” means Town’s ordinances relating to, and regulating, zoning within Town.

## 2. **PARTIES AND TERM OF THIS AGREEMENT.**

2.1. Parties to the Agreement. The Parties to this Agreement are Town and Developer.

(a) Town. Town is a municipal corporation and a political subdivision of the State of Arizona, duly organized and validly existing under the laws of the State of Arizona, exercising its governmental functions and powers.

(b) Developer. Developer is A.T. Meridian Real Estate, L.L.C., an Arizona limited liability company.

2.2. Term. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate, or be deemed to terminate, on the later of (a) the date on which Developer has achieved Completion of Construction of the Project; or (b) the twenty-fifth (25<sup>th</sup>) anniversary of the Effective Date (the “**Term**”).

## 3. **SCOPE AND REGULATION OF DEVELOPMENT.**

3.1. Plans and Specifications. Development and construction of the Project shall be in accordance with plans and specifications (“**Plans**”) which will be submitted to Town by Developer for review and approval by Town in accordance with Applicable Laws.

3.2. Development Regulation.

(a) Applicable Laws. For purposes of this Agreement, the term “**Applicable Laws**” means the federal, state, county and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and official policies of Town which apply to the development of the Property, as the same may be modified, amended or enacted from time-to-time during the Term.

(i) The development of the Property will be subject to the 2012 International Building Code with such modifications as may be adopted by Town; and



(ii) The building, development, construction, plan check, permit, impact, inspection and other project-related fees required to be paid by Developer for the development and construction of the Project (including, without limitation, site work and tenant improvement work related fees) shall be those in effect at the time of submission by Developer (collectively, the “Fees”).

(b) Town Review and Approval of Plans. Developer recognizes that its development and construction of the Project pursuant to this Agreement are subject to Town’s normal plan submittal, review and approval processes. Town will use its reasonable efforts to expedite its regulatory processes, including but not limited to use permit, variance, design review and building permit processes, within the time normally associated with Town’s regulatory processes then in effect. In this regard, Town may designate one or more of its planning and development staff as primary contact(s) for submittal and review of Developer applications (each a “**Town Representative**”), but will not be required to dedicate staff exclusively to receipt, review or processing of Developer’s applications.

(c) Required Reviews and Parking Reductions. So long as Developer complies with applicable legal requirements and all other terms and conditions of this Agreement, Town agrees (i) not to require or permit any reviews or processes other than those required by Applicable Laws; and (ii) reasonably consider parking reductions based on shared parking plans to maximize buildable area.

(d) Expedited Town Decisions. If at any time Developer believes that an impasse has been reached with the Town staff on any issue affecting the development of the Property in accordance with this Agreement, Developer shall have the right to immediately appeal to the Town Manager for an expedited decision pursuant to this paragraph. The Town Manager has the authority pursuant to this Agreement to make minor, non-material and administrative amendments to this Agreement in order to effect the intent of the Parties.

#### 4. **DEVELOPER OBLIGATIONS.**

##### 4.1. Use Restrictions.

(a) Medical Office/Office. Developer agrees that during the Term only a medical office or office building (“**MOB**”) may be constructed and operated on the Property.

(b) Run With the Land. This Agreement, including the use restrictions in this Section 4.1, “runs with the land” with respect to the Property, and binds Developer’s successors and assigns.

4.2. Project. Developer will construct the Project on the Property as follows:

(a) The Project will be designed and constructed in a manner that is materially consistent with Developer's Response and at Developer's sole cost and expense, subject in all events to all required and applicable approvals by Town.

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

(c) Developer shall cause Commencement of Construction of the Project to occur on or before January 6, 2025.

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

(e) Developer will diligently pursue the construction of the Project and shall cause Completion of Construction of the Project to occur on or before October 31, 2025.

5. [Reserved.]

6. **INDEMNITY**. Developer will indemnify, defend, pay and hold harmless Town and its Town Council members, officers and employees for, from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorney fees, experts' fees and court costs associated) which arise from breach of Developer's obligations under this Agreement. The provisions of this Section 6.1, however, shall not apply to loss or damage or claims therefore which are attributable solely to acts or omissions of Town, its agents, employees, contractors, subcontractors or representatives. Developer shall have no defense obligation in any instance in which a claim is asserted based upon an act or omission solely of Town, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of Developer shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

7. **TOWN REPRESENTATIONS**. Town represents and warrants to Developer that:

7.1. Town has the full right, power and authorization to enter into and perform this Agreement and each of Town's obligations and undertakings under this Agreement, and Town's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Town Code.

7.2. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

7.3. Town will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

7.4. Town knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of Town or its officials with respect to this Agreement.

7.5. The execution, delivery and performance of this Agreement by Town is not prohibited by, and does not materially and adversely conflict with, any other agreements, instruments or judgments or decrees to which Town is a party or is otherwise subject.

7.6. Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

8. **DEVELOPER REPRESENTATIONS.** Developer represents and warrants to Town that:

8.1. Developer has the full right, power and authorization to enter into and perform this Agreement and each of the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement by Developer has been duly authorized and agreed to in compliance with the organizational documents of Developer.

8.2. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

8.3. Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

8.4. As of the date of this Agreement, Developer knows of no litigation, proceeding or investigation pending or overtly threatened against or affecting Developer, which could have a material adverse effect on Developer's performance under this Agreement.

8.5. This Agreement (and each undertaking of Developer contained in this Agreement) constitutes a valid, binding and enforceable obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Developer will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names Developer as a party or which challenges the authority of Developer to enter into or perform any of its obligations hereunder and will cooperate with Town in connection with any other action by a Third Party in which Town is a party and the benefits of this Agreement to Town are challenged. The severability and reformation provisions of Section 9.3 shall apply in the event of any successful challenge to this Agreement.

8.6. The execution, delivery and performance of this Agreement by Developer is not prohibited by, and does not materially and adversely conflict with, any other agreements, instruments, judgments or decrees to which Developer is a party or to which Developer is otherwise subject.

8.7. Developer has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

8.8. Developer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

9. **EVENTS OF DEFAULT; REMEDIES.**

9.1. Events of Default by Developer. "Event of Default" by Developer under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by Developer was materially inaccurate when made or shall prove to be materially inaccurate during the Term;

(b) Developer transfers or attempts to transfer or assign this Agreement in violation of Section 10.2; or

(c) Developer fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement after the expiration of all applicable notice and cure periods, expressly including (but not limited to) Developer's strict compliance with all approval, permitting and construction deadlines set forth in Section 4.2.

9.2. Events of Default by Town. Event of Default by Town under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by Town was materially inaccurate when made or shall prove to be materially inaccurate during the Term; or

(b) Town fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

9.3. Grace Periods; Notice and Cure. Upon the occurrence of an Event of Default by any Party, such Party shall, upon written notice from the other Party, proceed promptly to cure or remedy such Event of Default and, in any event, such Event of Default shall be cured within thirty (30) days after receipt of such notice. An Event of Default that is not timely cured or remedied is a "Default."

9.4. Remedies for Default. Whenever any Event of Default occurs and is not cured by the non-performing Party in accordance with Section 9.3 of this Agreement, the non-defaulting Party may take any of one or more of the following actions (and no remedial action may be taken or remedial rights exist until the expiration of the notice and cure period set forth in Section 9.3).

(a) Remedies of Town. Town's remedies for a Default by Developer shall consist of, and shall be limited to the following:

(i) If a Default by Developer occurs with respect to any of Developer's obligations under this Agreement, Town may suspend any of its obligations under this Agreement, including (but not limited to) the issuance of any approvals, permits or certificates to Developer or any person claiming by or through Developer;

(ii) If a Default by Developer occurs with respect to the Commencement of Construction of the Project by the commencement deadline provided in Section 4.2(c), Town in its sole discretion may elect to re-purchase the Property from Developer, in which event:

(A) Town will provide notice to Developer of its intent in accordance with the requirements of Section 10.6, the delivery of which notice will require the suspension of all further activities on the Property by Developer and its employees, representatives, agents and contractors;

(B) Town and Developer will promptly open an escrow with the Escrow Agent named in the Purchase Agreement in order to complete the re-purchase of the Property (the "**Repurchase Escrow**");

(C) the purchase price for the Property paid by Town will be the lesser of (i) the purchase price paid by Developer to Town, or (ii) the value of the Property (as reasonably determined by Town's appraiser) at the time of Town's election to repurchase the Property (the "**Repurchase Price**");

(D) the Property will be conveyed to Town by a special warranty deed from Developer free and clear of all liens, claims and encumbrances against the Property that arose from and after the date of recordation of this Development Agreement;

(E) in the event that a lender(s) claims an interest in the proceeds to be paid to Developer in accordance to this re-purchase right of Town, Town will instruct the Escrow Agent (and Developer may not object to such instruction from Town to Escrow Agent) to cause the Repurchase Price to be paid jointly to Developer and such lender(s); and

(F) Town will pay all escrow fees with respect to the Repurchase Escrow and the cost of any title insurance policy required by Town in its sole discretion.

(iii) If a Default by Developer occurs with respect to the Completion of Construction of the Project by the completion deadline provided in Section 4.2(e), then in addition to any other remedy of Town provided in this Section 9.4(a), Town may require a payment from Developer in the amount of \$35 per day until Completion of Construction, which Developer agrees and acknowledges represents the cost to Town of lost transaction privilege tax and other revenue arising from such Default, with the total of such sums required to be paid prior to the issuance of a Certificate of Occupancy for the Project;

(iv) If a Default by Developer occurs with respect to any of Developer's obligations under this Agreement, Town in its sole election may terminate this Agreement without further act or notice required; and

(v) Developer's obligations of indemnity are independent obligations, and Town may enforce its rights of indemnity granted by Section 6.1 at any time.

(b) Remedies of Developer. Developer's exclusive remedy for a Default by Town consists of and is limited to the following:

(i) If a Default by Town occurs at any time, whether prior to or after Completion of Construction, Developer may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring Town to undertake and to fully and timely perform its obligations under this Agreement.

9.5. Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default or Event of Default by the other Party shall not be considered as a waiver of rights with respect to any other Default or Event of Default by the performing Party or with respect to the particular Default or Event of Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or other similar doctrine at a time when it may still hope to resolve the problems created by the Event of Default involved.

9.6. Enforced Delay in Performance for Causes Beyond Control of Party. Neither Town nor Developer, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "**Enforced Delay**") due to causes beyond its control and without its fault, negligence or failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other Party, acts of a Third Party, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby

(including the effect of petitions for initiative or referendum), fires, floods, Public Health Events, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Property (whether permanent or temporary) by any public, quasi-public or private entity. In no event will Enforced Delay include any delay resulting from general economic or market conditions, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders desired by Developer in connection with the Project, it being agreed that Developer will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided that the Party seeking the benefit of the provisions of this Section 9.6 shall, within thirty (30) days after such Party knows of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either Party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such Party; and provided, further, that no period of Enforced Delay shall exceed a period of ninety (90) consecutive calendar days.

9.7. Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

## 10. MISCELLANEOUS PROVISIONS.

10.1. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 10.1.

10.2. Assignment. Except as set forth in Section 10.3 relating to collateral assignment for financing purposes, prior to Completion of Construction, no assignment of the rights under this Agreement shall occur without the prior written consent of Town, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that no consent shall be required for assignment to an entity under the common control with Developer or an entity in which Developer (or any entity under common control with Developer) is a

manager, managing member, or managing partner. No voluntary or involuntary successor-in-interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. No transfer of the Property, or any portion thereof, shall result in any transfer or assignment of any rights of Developer hereunder unless there is an express assignment of such rights in writing executed by Developer and fully and unconditionally assumed by the transferee or assignee, and any such transfer not approved by Town will be void, and not voidable. Town shall, at any time upon ten (10) business days' notice by Developer, provide to a prospective purchaser of any portion of the Property an estoppel certificate or other document evidencing that (i) this Agreement is in full force and effect; (ii) that no default by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing default); and (iii) such other matters as such purchaser or Developer may reasonably request. The restrictions set forth in this Section 10.2 shall terminate automatically, and without further notice or action, upon Completion of Construction. No voluntary or involuntary successor in interest to Developer shall acquire any rights or powers under this Agreement, except as expressly set forth herein.

10.3. Lender Provisions. Town is aware that financing for development, construction, acquisition, and operation of the Project may be provided or has been provided, in whole or in part, from time to time, by one or more third parties (collectively, "**Lender**"), which Lender may request a collateral assignment of this Agreement as part of its collateral for its loan to Developer. Town agrees that such collateral assignments are permissible without consent of Town. In the event of default by Developer, Town shall provide notice of such default at the same time notice is provided to Developer to any Lender previously identified in writing to Town. If a Lender is permitted, under the terms of its agreement with Developer to cure the default and/or to assume Developer's position with respect to this Agreement, Town agrees to recognize the rights of Lender and to otherwise permit Lender to assume such rights and obligations of Developer under this Agreement. This Agreement does not prohibit, restrict or limit in any way the right of any Lender to take title to all or any part of the Property, without the approval of Town, pursuant to a foreclosure proceeding, trustee's sale or deed in lieu of foreclosure.

10.4. Limited Severability. Town and Developer each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Town to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, Town code or Town charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.



10.5. Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

10.6. Notices.

(a) Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid:

If to Town:	Town of Queen Creek Attn: Town Manager 22350 South Ellsworth Road Queen Creek, Arizona 85142
With a required copy to:	Town of Queen Creek c/o Dickinson Wright PLLC Attn: Scott C. Holcomb 1850 North Central Avenue, Suite 1400 Phoenix, Arizona 85004
If to Developer:	A. T. Meridian Real Estate, L.L.C. Attn: Grant A. Tayrien 20412 E. Colt Drive Queen Creek, Arizona 85142

With a required copy to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(b) Effective Date of Notices. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt (or refusal to accept receipt) by the addressee. Any Party may designate a different person or entity or change the place to which any notice shall be given as herein provided.

10.7. Time of Essence. Time is of the essence of this Agreement and each provision hereof.

10.8. Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

10.9. Attorneys' Fees and Costs. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any such dispute shall be entitled to reimbursement of its reasonable attorney's fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

10.10. Waiver. Without limiting the other terms or provisions of this Agreement, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

10.11. Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement, except for permitted transferees, assignees, or lenders and except that the indemnified Parties referred to in the indemnification provisions of Section 6 (or elsewhere in this Agreement) shall be third party beneficiaries of such indemnification provisions.

10.12. Exhibits. Without limiting the provisions of Section 1 of this Agreement, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

10.13. Integration. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

10.14. Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status

of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time during its Term.

10.15. Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Friday, Saturday, Sunday or legal holiday.

10.16. Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.

10.17. Recordation. Within ten (10) days after this Agreement has been approved by Town and executed by the Parties, Town shall cause this Agreement to be recorded in the Official Records of Maricopa County, Arizona.

10.18. Amendment. No change or addition is to be made to this Agreement except by written amendment executed by Town and Developer. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona. Upon amendment of this Agreement as established herein, references to “Agreement” or “Development Agreement” shall mean the Agreement as amended. If, after the effective date of any amendment(s), the Parties find it necessary to refer to this Agreement in its original, unamended form, they shall refer to it as the “Original Development Agreement.” When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

10.19. Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

10.20. Survival. All indemnifications contained in Sections 6.1 and 6.2 of this Agreement (and any other provision of this Agreement that is expressly stated as surviving) shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section.

10.21. Nonliability of Town Officials, Etc., and of Employees, Members and Partners, Etc. of Developer. No Town Council member, official, representative, agent, attorney or employee of Town shall be personally liable to any of the other Parties hereto, or to any successor in interest to any of the other Parties, in the event of any Default or Event of Default or

breach by Town or for any amount which may become due to any of the other Parties or their successors, or with respect to any obligation of Town under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer and shall not extend to or be enforceable against the individual assets of any of the individuals or entities who are direct or indirect shareholders, members, managers, constituent partners, officers or directors of Developer.

10.22. Preserve State Shared Revenue. Notwithstanding any other provision of, or limitation in, this Agreement to the contrary, if pursuant to A.R.S. § 41-194.01 the Attorney General determines that this Agreement violates any provision of state law or the Constitution of Arizona (including but not limited to A.R.S. § 42-6201 *et seq.*), Town and Developer shall use all and best faith efforts to modify the Agreement so as to fulfill each Parties rights and obligations in the Agreement while resolving the violation with the Attorney General. If within thirty (30) days of notice from the Attorney General pursuant to and under the provisions of A.R.S. § 41-194.01(B)(1), Town and Developer cannot agree to modify this Agreement so as to resolve the violation with the Attorney General, this Agreement shall automatically terminate at midnight on the thirtieth (30<sup>th</sup>) day after receiving such notice from the Attorney General, and upon such termination the Parties shall have no further obligations under this Agreement. Additionally, if the Attorney General determines that this Agreement may violate a provision of state law or the Constitution of Arizona under A.R.S. § 41-194.01(B)(2), and the Arizona Supreme Court requires the posting of a bond under A.R.S. § 41-194.01(B)(2), Town shall be entitled to terminate this Agreement, except if Developer posts such bond, if required; and provided further, that if the Arizona Supreme Court, determines that this Agreement violates any provision of state law or the Constitution of Arizona, Town or Developer may terminate this Agreement and the Parties shall have no further rights, interests, or obligations in this Agreement or claim against the other Party for a breach or default under this Agreement.

10.23. Conflict of Interest Statute. This Agreement is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. §38-511.

10.24. No Boycott of Israel. Developer certifies pursuant to A.R.S. §35-393.01 that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of Israel.

10.25 A.R.S. § 35-394 Certification.

(a) If and to the extent required by A.R.S. § 35-394, Employer hereby certifies to Town and agrees for the duration of this Agreement that Employer 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.

(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.

(b) If Employer becomes aware during the term of this Agreement that Employer is not in compliance with the above written certification, Employer shall notify Town within five (5) business days after becoming aware of the noncompliance. If Employer does not provide Town with a written certification that Employer has remedied the noncompliance within one hundred eighty days after notifying Town of the noncompliance, this Agreement will terminate, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

10.26. Waiver. Developer hereby waives and releases Town (“**Waiver**”) from any and all claims under A.R.S. § 12-1134, *et seq.*, including any right to compensation for reduction to the fair market value of all or any part of the Property, as a result of Town's approval of this Agreement, any and all restrictions and requirements imposed on Developer, the Project and the Property by this Agreement or the Zoning, Town's approval of Developer's plans and specifications for the Project, the issuance of any permits, and all related zoning, land use, building and development matters arising from, relating to, or reasonably inferable from this Agreement. The terms of this Waiver shall run with all land that is the subject of this Agreement and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

*[The balance of this page is blank; signatures are on the following two pages.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**DEVELOPER:**

A. T. Meridian Real Estate, L.L.C., an  
Arizona limited liability company

By: \_\_\_\_\_  
Grant A. Tayrien, Managing Member

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 202\_\_, by Grant A. Tayrien, the Managing Member of A. T. Meridian Real Estate, L.L.C., an Arizona limited liability company, who acknowledged that he signed the foregoing instrument on behalf of the company.

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

My commission expires:

\_\_\_\_\_

**TOWN:**

Town of Queen Creek, an Arizona  
municipal corporation

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

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

Title: \_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Town of Queen Creek, a municipal corporation of the State of Arizona, who acknowledged that he signed the foregoing instrument on behalf of the municipal corporation.

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

My commission expires:

\_\_\_\_\_

**EXHIBIT A TO DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF THE PROPERTY**



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**PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

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1. Parties. The parties to this “Purchase Agreement and Escrow Instructions” (the “Agreement”) are the Town of Queen Creek, an Arizona municipal corporation whose address is 22350 South Ellsworth Road, Queen Creek, Arizona 85142 (“Seller”); and A. T. Meridian Real Estate, L.L.C., an Arizona limited liability company, whose address is 20412 East Colt Drive, Queen Creek, AZ 85142, or its permitted assignee (“Buyer”). This Agreement is authorized by, and is being entered into between Seller and Buyer, pursuant to a Request For Proposals (“RFP”) issued by Seller, and the Buyer’s response to such RFP, which was accepted by Seller. The transaction reflected by this Agreement may be referred to as the “Transaction.” The completion and consummation of the Transaction may be referred to as the “Closing.” Seller may also be referred to in this Agreement as the “Town” with respect to certain municipal acts required to be performed by it. Each of Seller and Buyer may be referred to as a “Party,” or collectively as the “Parties.”

2. Property. Seller agrees to sell to Buyer and Buyer, agrees to buy from Seller that certain unimproved real property consisting of approximately 2 acres, located north of the United States Postal Service Post Office, in Queen Creek, Maricopa County, Arizona; and legally described in Exhibit A attached to this Agreement and by this reference incorporated fully incorporated into this Agreement for all purposes, including any and all of Seller’s right, title and interest in and to easements, rights of way, water rights, mineral rights and appurtenances running with or pertaining to such real property, if any, and to the extent of Seller’s interest therein (collectively, the “Property”).

3. Purchase Price. The Purchase Price for the Property is One Million, Three Hundred Seventy-Five Thousand and no/100 Dollars (\$1,375,000.00), paid as follows:

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|----------------|--|
| \$50,000.00    | As Buyer’s “ <u>Earnest Money</u> ,” paid to and deposited with Escrow Agent within two (2) business days after the execution of this Agreement in the form of a cashier’s check or wire transfer, made payable to Escrow Agent; and |
| \$1,325,000.00 | paid in the form of a cashier’s check or wire transfer to Escrow Agent, on or before the Closing Date.   |

4. Escrow. Within two (2) business days after the execution of this Agreement by all Parties, the Parties must open an escrow for the Transaction (the “Escrow”), and the Parties agree that a fully-executed copy of this Agreement delivered to Escrow Agent will also constitute instructions to the Escrow Agent. The date upon which the Escrow opens will be referred to in this Agreement as the “Opening Date.”

(a) Escrow Agent. The “Escrow Agent” will be Security Title Agency, Inc., 4722 N. 24<sup>th</sup> Street, Phoenix, Arizona 85016, Attn.: Jason Bryant (Tel: (602) 230-6297; email: jrbryant@securitytitle.com).

(b) Close of Escrow. “Close of Escrow” or the “Closing” will be on or before December 20, 2024 (the “Closing Date”).

(c) Settlement Statements. Escrow Agent will deliver a “pre-audit” settlement statement for the Property to Seller and Buyer for review and approval no later than one week prior to the Closing Date.

(d) Nonrefundability of Earnest Money. Except in the event of a default by Seller and subject to Buyer’s rights to cancel this Agreement and receive a refund of the Earnest Money as set forth in this Agreement, Buyer’s Earnest Money will become nonrefundable after the expiration of the Feasibility Period.

(e) Prorations. Seller will be responsible for the payment of all special or improvement district assessments for municipal improvements previously made or still in progress to benefit the Property. All real property taxes and assessments for the Property (if any) will be prorated on and as of the Closing Date. All personal property taxes and assessments (if any) for the Property for the current calendar year, will be prorated on and as of the Closing Date. All prorations will be based on the latest figures available to Escrow Agent. All proration items that are not specifically dealt with under the terms of this Agreement will be allocated by Escrow Agent according to the customary manner in Maricopa County.

(f) Closing Costs. Except as expressly provided in this Agreement, each Party will bear its own costs and expenses (including attorneys’ fees) in connection with its negotiations, due diligence investigation and conduct of the Transaction. Escrow fees of Escrow Agent (including any discounts available to either party) will be shared equally by Seller and Buyer, and recording fees will be paid in the customary manner in Maricopa County. Seller will pay any fees or costs incurred in connection with the release of any lien or encumbrance authorized or caused by Seller.

(g) Title Insurance. At the Closing, Seller at Seller’s sole cost and expense will cause Escrow Agent’s underwriter (“Insurer”) to issue to Buyer a standard coverage title insurance policy (the “Policy”), insuring Buyer’s title to the Property in the amount of the Purchase Price for the Property and subject only to those matters approved by Buyer pursuant to Section 6 below. Buyer will pay any additional premiums charged by Escrow Agent for an ALTA extended coverage owner’s policy of title insurance for the Property (if timely requested by Buyer) and any charges for endorsements requested by Buyer.

(h) Escrow Instructions. The parties hereby incorporate into this Agreement the escrow instructions attached hereto as **Exhibit B**; but in the event of any conflict between this Agreement and **Exhibit B**, the terms of this Agreement will prevail.

(i) Insured Closing Protection Letter. Promptly after the Opening Date, Escrow Agent will deliver an insured closing protection letter to Seller from Fidelity Title Insurance Company, in a form reasonably to be approved by Seller.

5. Feasibility. Buyer will have until June 17, 2024 (the “Feasibility Period”) to determine the suitability, in Buyer’s sole discretion, of the Property for Buyer’s proposed use.

(a) Property Documents. Not later than five (5) days after the Opening Date Seller will provide copies (either as hard copy or digital files, as Seller may elect) of all documents prepared by third parties related to the physical condition of the Property in the possession or reasonable control of Seller, if any, including but not limited to, all surveys, environmental studies and reports, drainage studies, soil tests, archaeological surveys or studies, engineering reports, service contracts, leases, and title policies (collectively “Property Documents”); provided, however, the Property Documents specifically exclude any attorney-client privileged materials and any valuations, financial projections or analysis relating to the Property. Buyer agrees and acknowledges that Seller has made or will make all Property Documents available to Buyer merely as an accommodation and Seller is not in any way representing or warranting the accuracy, sufficiency, or completeness of any documentation or information prepared by third parties and provided to Buyer. With respect to any Property Documents provided to Buyer, Buyer further agrees and acknowledges that (i) if Buyer uses or relies on any information provided by Seller, Buyer will do so solely at Buyer’s own risk, and Seller makes no representation, warranty or assurance as to whether Buyer has any right to use or rely thereon, (ii) the parties preparing any such information are not the agents of Seller, (iii) Seller has no duty to advise Buyer of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, provided, however, that if Seller has actual knowledge of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, Seller has a duty to disclose such to Buyer, and (iv) Seller has no liability, and is hereby released from all liability, to Buyer, its successors and assigns, with respect to such information, including, without limitation, any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, provided Seller had no actual knowledge of such misrepresentations, misstatements, mistakes, errors or other inaccuracies at the time said information was provided to Buyer. If Buyer fails to consummate this transaction for any reason other than a default by Seller hereunder, Buyer agrees to immediately return to Seller all Property Documents received from Seller in hard copy format.

(b) Buyer’s Reports. If Buyer wishes any third-party reports prepared in connection with the physical condition of the Property (including but not limited to a survey, environmental audit, appraisal, soils report, hydrological study, and the like), Buyer will cause those reports to be prepared at Buyer’s sole cost and expense (the “Buyer’s Reports”) and to be completed prior to the expiration of the Feasibility Period. The failure of any Buyer’s Reports to be completed prior to the expiration of the Feasibility Period for any reason, will not extend any date for Buyer’s payments or performance required by this Agreement. Seller expressly states that no such reports have been authorized on Seller’s behalf and that Seller has no liability for any of such costs or expenses, with Buyer agreeing to pay all such costs or expenses immediately upon receipt of invoices therefore and not to permit any lien or other claim be asserted against the Property.

(1) Non-Exclusive License. After execution of this Agreement and payment of the Earnest Money, and prior to the expiration of the Feasibility Period, Buyer will

have a non-exclusive license to enter the Property to conduct such non-invasive tests and inspections as Buyer, in its sole discretion, deems appropriate. After any such entry, testing and inspection, the Property must be left in its pre-inspection condition by Buyer.

(2) Insurance and Indemnity. Prior to the entry of Buyer (and Buyer’s agents and contractors) onto the Property, Buyer at Buyer’s sole cost and expense will (i) obtain a commercial general liability insurance policy in a form, and from an underwriter licensed to do business in the State of Arizona, both reasonably satisfactory to Seller and in an amount not less than Two Million Dollars (\$2,000,000.00), naming Seller as an additional insured with respect to any personal injury or property damage that may occur on the Property pursuant to the activities of Buyer (and Buyer’s agents, employees, officers, directors, members, consultants and contractors); and (ii) deliver confirmation of such insurance to Seller. In addition to such insurance, Buyer will indemnify, defend, pay and hold Seller harmless for, from and against any and all claims for personal injury or property damage that occurs on the Property pursuant to the activities of Buyer (and Buyer’s agents, employees, officers, directors, members, consultants and contractors); provided, however, that said indemnification will expressly exclude claims arising solely as a result of: (iii) Seller’s negligence or willful misconduct; or (iv) the mere discovery of pre-existing environmental conditions and not otherwise exacerbated by Buyer or its agents, representatives, and designees. Notwithstanding any provision of this Agreement to the contrary, this indemnity will survive the Closing and any other or earlier termination of this Agreement, and will be a continuing obligation of Buyer and its successors and assigns.

(c) Condition of Property. Seller expressly disclaims any representation or warranty as to any aspect of the physical condition of the Property, including but not limited to compliance with environmental laws, the presence or absence of hazardous materials, archaeological matters, and the presence or absence of funerary objects. The Property will be conveyed by Seller to Buyer in its “as-is” condition, with no representations or warranties of any nature whatsoever except as otherwise expressly set forth in this Agreement and the closing documents delivered by Seller. Seller and Buyer agree that this term is a material condition of this Agreement and that the physical and environmental condition of the Property has been taken into consideration in the calculation of the Purchase Price. In this regard, Buyer acknowledges that it has (or will have) inspected the Property and has made (or will have made) its independent evaluation of the physical and environmental condition of the Property; and if Buyer elects to proceed with the Closing, Buyer will be deemed to be satisfied with all matters relating thereto, except for those matters addressed by Seller’s representations and warranties set forth herein. This provision will survive the Close of Escrow and the recording of the Deed.

(d) Use. Buyer acknowledges that Seller has agreed to sell the Property to Buyer for Buyer to develop as an approximate 20,000 square foot, single-story medical office/office project in accordance with Buyer’s proposal (Project ID: RFP 23-005) dated October 17, 2022. The Development Agreement will include this requirement, as well as remedies of Seller in the event that Buyer fails to comply with this requirement.

(e) Cancellation by Buyer. Buyer has the absolute right, in Buyer’s sole and absolute discretion, to cancel this Agreement and to receive a return of its Earnest Money upon

Notice to Escrow Agent and Seller of Buyer's intent to cancel this Agreement, if such Notice has been received by Seller and Escrow Agent on or before the expiration of the Feasibility Period. In the event that such Notice is not received by both Escrow Agent and Seller on or before the expiration of the Feasibility Period, then Buyer will be deemed unconditionally to have approved the suitability of the Property for all of Buyer's purposes, and Buyer's Earnest Money will be non-refundable, except as otherwise specifically set forth herein.

(f) Disposition of Reports Upon Termination. If Buyer fails to close this Transaction and Escrow for any reason whatsoever (including a default by Buyer but excluding a default by Seller), and as a condition precedent to the return of the Earnest Money (if required by this Agreement), then Buyer must return all Property Documents and deliver to Seller copies of all Buyer Reports developed on behalf of Buyer for the Property or in connection with this Transaction, promptly to Seller without further demand required. For the purposes of this Section 5(g) the term "Buyer's Reports" will not be deemed to include any marketing reports, or any reports or materials which are proprietary or confidential.

6. Title Contingencies.

(a) Preliminary Title Commitment and Objections. Within ten (10) days after Opening of Escrow, Escrow Agent will issue and deliver to Buyer and Seller a preliminary title commitment from the Insurer with respect to the Property disclosing all matters of record and other matters of which Insurer has knowledge which relate to the title to the Property and Insurer's requirements for closing the Escrow and issuing a standard coverage owner's policy of title insurance with respect to the Property, together with legible copies of all instruments referred to therein (collectively, the "Title Commitment"). Buyer will have until the expiration of the Feasibility Period in which to object, in writing, to any easements, liens, encumbrances or other exceptions or requirements in the Title Commitment ("Buyer's Objections") Any matters to which Buyer does not timely object, or to which Buyer has no right to object, are "Permitted Exceptions."

(1) Buyer's Failure to Object. If Buyer fails timely to object, then the Title Commitment will be deemed approved by Buyer, and Buyer will be deemed to have elected to proceed with the Transaction on the terms and conditions of this Agreement.

(2) Buyer's Objections. If Buyer timely makes any Buyer's Objections, Seller will, within five (5) days after Seller's receipt of Buyer's Objections, in Seller's sole discretion: (i) notify Buyer in writing that Seller will attempt to cure the matters constituting Buyer's Objections on or before the Close of Escrow; or (ii) notify Buyer in writing that Seller elects not to cure the matters constituting Buyer's Objections. Seller's failure to respond to Buyer's objections will automatically be deemed Seller's election of alternative (ii) above, with constructive notice to Buyer of such deemed election to be effective as of the fifth day after receipt by Seller of Buyer's Objections. Unless Buyer waives Buyer's Objections in writing within five (5) days after receipt of Seller's written notice pursuant to alternative (ii) above or Seller's deemed election of alternative (ii) above, this Agreement will automatically be cancelled and Escrow Agent will thereupon return Buyer's Earnest Money to Buyer and neither party will have any further rights in this Agreement, except for obligations of indemnity that are

deemed to survive the termination of this Agreement. If Seller has elected alternative (i) above and thereafter is unable or unwilling to cure the matters covered by Buyer's Objections before the Close of Escrow upon terms acceptable to Buyer in Buyer's sole and absolute discretion, then Seller will so notify Buyer in writing, and Buyer, within five (5) days from receipt of Seller's notice (such five-day period being referred to herein as the "Waiver Period"), will either waive such of Buyer's Objections as Seller shall have been unable or unwilling to cure, or cancel this Transaction and Escrow by notice in writing to Seller and to Escrow Agent, to be received in hand by both Seller and Escrow Agent on or before the expiration of the Waiver Period. In the event of Buyer's failure or refusal to waive Buyer's Objections on or before the expiration of the Waiver Period as described above, this Agreement will automatically be cancelled and Escrow Agent will thereupon return Buyer's Earnest Money to Buyer and neither party will have any further rights in this Agreement (except of indemnities that survive the Closing or earlier termination of this Agreement).

(3) Development Agreement. Buyer acknowledges that the Development Agreement will be recorded in the Official Records immediately following the recordation of the Deed from Seller to Buyer, and Buyer has no right to object to the recordation of such Agreement and other instruments.

(b) Amendments to Title Commitment. If the Title Commitment is amended by Escrow Agent, Escrow Agent will deliver the amendment to Buyer and Seller, together with legible copies of all additional instruments referred to therein (collectively, the "Amendment"). Buyer will have until the later of the expiration of the Feasibility Period or the tenth (10<sup>th</sup>) business day following Buyer's receipt of the Amendment in which to object, in writing, only to any new or additional easements, encumbrances, or other exceptions shown on the Amendment which were not disclosed in the Title Commitment or any previous Amendment ("Buyer's Additional Objections"); provided however that Buyer will have no right to object pursuant to this Section 6(b) to any matters caused by or attributable to Buyer, its agents, affiliates, employees, contractors or members.

(1) Buyer's Failure to Object. If Buyer timely fails to make any Buyer's Additional Objections, then the condition of title to the Property reflected on any Amendment will be automatically deemed approved by Buyer, and Buyer will be deemed to have elected to proceed with the Transaction and Escrow on the terms and conditions of this Agreement.

(2) Buyer's Additional Objections. If Buyer timely makes any Buyer's Additional Objections, then Seller will, within five (5) days after receipt of Buyer's Additional Objections, in Seller's sole discretion, either: (i) notify Buyer in writing that Seller will attempt to cure the matters constituting by Buyer's Additional Objections on or before the Close of Escrow; or (ii) notify Buyer that Seller elects not to cure the matters constituting by Buyer's Additional Objections. Seller's failure to respond to Buyer's notice will automatically be deemed Seller's election of alternative (ii) above, with constructive notice to Buyer of such deemed election to be effective as of the fifth day after receipt by Seller of Buyer's Additional Objections. Unless Buyer waives Buyer's Additional Objections in writing within five (5) days after receipt of Seller's written notice of Seller's election of alternative (ii) above, or of Seller's

deemed election of alternative (ii) above, this Agreement will automatically be cancelled and Escrow Agent will thereupon return Buyer's Earnest Money to Buyer and neither party will have any further rights in this Agreement. If Seller has elected alternative (i) above and thereafter is unable or unwilling to cure the matters covered by Buyer's Additional Objections then Seller will so notify Buyer in writing and Buyer, within five (5) days from receipt of Seller's notice (such five-day period being referred to herein as the "Additional Waiver Period"), will either waive such of Buyer's Additional Objections as Seller shall have been unable or unwilling to cure, or cancel this Transaction and Escrow by notice in writing to Seller and to Escrow Agent, to be received in hand by both Seller and Escrow Agent on or before the expiration of the Additional Waiver Period. In the event of Buyer's failure or refusal to waive Buyer's Additional Objections on or before the expiration of the Additional Waiver Period as described above, this Agreement will automatically be cancelled and Escrow Agent will thereupon return Buyer's Earnest Money to Buyer and neither party will have any further rights in this Agreement (except for indemnities that survive the Closing or earlier termination of this Agreement).

7. Contingencies. The following are additional contingencies to the obligations of Seller and Buyer set forth in this Agreement.

(a) Seller's Contingencies. Seller's obligation to sell the Property to Buyer is contingent upon confirmation of the satisfaction of each of Buyer's contingencies under Section 7(b). If Buyer's contingencies described in Section 7(b) have not been satisfied by 5:00 p.m., Arizona time, on November 27, 2024, Town may terminate this transaction and Escrow by Notice to Buyer and Escrow Agent.

(b) Buyer's Contingencies. Buyer's obligation to purchase the Property from Seller is contingent upon:

(1) on or before the expiration of the Feasibility Period, the approval of this Agreement by the Town Council of Queen Creek, Arizona, in its sole discretion;

(2) on or before the expiration of the Feasibility Period, the approval by the Town Council of Queen Creek, Arizona, of the Development Agreement, in its sole discretion, in the form attached to this Agreement as Exhibit D;

(3) not later September 20, 2024, Buyer's having received all required site plan approvals for the Project from the Town of Queen Creek for the construction of the Project as described in the Development Agreement;

(4) not later than November 27, 2024, Buyer's having been issued all required building and associated permits for the construction of the Project as described in the Development Agreement;

(6) not later than five (5) business days prior to the Closing Date, Buyer's having received and delivered to Seller an unconditional commitment from an institutional lender (or other lender reasonably approved by Seller in its reasonable commercial discretion) for full construction funding of the Project as described in the Development

Agreement, conditioned only upon the closing of this transaction and conveyance of the Property to Buyer.

8. Conveyance. At Close of Escrow, Seller will convey fee simple title to the Property, subject only to the matters approved or deemed approved by Buyer pursuant to Section 6 of this Agreement, by a special warranty deed (the “Deed”) in the form of Exhibit C attached hereto and by this reference incorporated herein.

9. Closing. The Closing will be deemed to occur at the office of the Escrow Agent on the Closing Date, although the Parties anticipate that a “physical” closing will not be required, and that Escrow Agent will be able to close the transaction with physical and electronic documents previously received by Escrow Agent.

(a) Seller’s Documents. At the Close of Escrow, Seller will deliver to Escrow Agent the following

- (1) The fully executed and acknowledged Deed for the Property;
- (2) An executed and acknowledged Affidavit of Real Property value for the Property;
- (3) Two (2) sets of the Development Agreement executed and acknowledged by Seller;
- (4) An executed and acknowledged Affidavit in Escrow Agent’s standard form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code section 1445(b)(2) (the “1445 Affidavit”); and
- (5) Such other funds, instruments or documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement.

(b) Buyer’s Documents. At the Close of Escrow, Buyer will deliver to Escrow Agent the following:

- (1) Collected funds in the amount set forth in the Settlement Sheet;
- (2) An executed and acknowledged Affidavit of Real Property Value for the Property;
- (3) Two (2) sets of the Development Agreement executed and acknowledged by Buyer; and
- (4) Such other funds, instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this agreement.



(c) Acts by Escrow Agent. At the Close of Escrow, Escrow Agent will: (i) record the Special Warranty Deed for the Property in the Official Records of Maricopa County (“Official Records”); (ii) file the Affidavit of Property Value for the Property in the Official Records; (iii) record the Development Agreement in the Official Records as the document immediately following the Deed (and before any document evidencing financing or security in connection with Buyer’s purchase of the Property) and deliver one fully-executed and acknowledged set of the Development Agreement to each of Seller and Buyer; (iv) disburse all funds in accordance with the settlement statement for the Property completed in accordance with this Agreement and (if required by Escrow Agent) approved by Buyer and Seller (said approval not be unreasonably conditioned, delayed or withheld); and (v) undertake or perform such other acts requested by Buyer and Seller, in writing, consistent with this Agreement.

10. Possession and Risk of Loss. Possession of the Property and risk of loss will be transferred to Buyer at Close of Escrow.

11. Seller’s Representations. Seller hereby represents, warrants and covenants to Buyer that:

(a) Title. Seller holds title to the Property, and there are no unrecorded agreements, leases, liens or encumbrances or other agreements that grant third-parties any possessory or usage rights to all or any of the part of the Property known to Seller which may affect title to the Property.

(b) No Further Liens. Seller will not create, permit or suffer any lien or other encumbrance to attach to or affect the Property, other than the lien of non-delinquent real estate taxes.

(c) Binding Agreement. Upon approval by the Town Council of Queen Creek, Arizona, the acceptance and performance of the terms and provisions of this Agreement will have been duly authorized and approved by all necessary parties.

(d) Litigation. There is no litigation, arbitration or administrative proceeding pending, nor to the actual knowledge of Seller, threatened against Seller with respect to the Property or this Agreement, nor is there any basis known to Seller for any such action or proceeding.

(e) Non-Compliance. Seller has no actual knowledge of any non-compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body or any written notice of the presence of any hazardous substances on, under, or about the Property except as may be disclosed by this Agreement, as discovered by Buyer in its inspection during the Feasibility Period, or as disclosed by any document or report contained in the Buyer’s Reports.

(f) Prior Agreement. Seller has not committed nor obligated itself to sell the Property (or any portion of the Property) to any party other than Buyer.

For the purposes of this Agreement, the knowledge, actual knowledge or best knowledge of the Seller will be deemed to be the knowledge, actual knowledge or best knowledge (as applicable) of Bruce Gardner, the Town Manager of Seller, whom Seller represents and warrants to be the individual having the greatest knowledge about the Property, specifically negating any other concepts of constructive or imputed knowledge. The truth of the foregoing representations and warranties on and as of the date hereof and on and as of the Close of Escrow will be a condition precedent to Buyer's obligations to purchase the Property and otherwise perform under this Agreement. All representations and warranties will survive the execution and delivery of this Agreement, the recordation of the Deed and the Close of Escrow for a period of one (1) year. All claims for breach of representation and warranty must be made in writing prior to the expiration of such one (1) year period.

12. Buyer's Representations. Buyer hereby represents, warrants and covenants to Seller that:

(a) Organization and Standing. At the time of execution by Buyer of this Agreement and at the time of Closing, Buyer (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona; and (ii) at the time of execution of this Agreement by Buyer and at the time of each Closing, has, and will continue to have, full power and authority to enter into this Agreement and complete the Transaction.

(b) Binding Agreement. The acceptance and performance of the terms and provisions of this Agreement have been duly authorized and approved by all necessary parties. Upon Buyer's execution and delivery of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

(c) Consents. Neither the execution or delivery of this Agreement nor the consummation of the Transaction is subject to any requirement that Buyer obtain any consent, approval or authorization of, or make any declaration or filing with any governmental authority or third party which has not been obtained or which, in any case or in the aggregate, if not obtained or made would render such execution, delivery or consummation illegal or invalid.

The truth of the foregoing representations and warranties on and as of the date hereof and on and as of the Close of Escrow for the Property will be a waivable (be Seller) condition precedent to Seller's obligations to sell the Property and otherwise perform under this Agreement. All representations and warranties will survive the execution and delivery of this Agreement, the recordation of the Special Warranty Deed and the Close of Escrow for a period of one (1) year. All claims for breach of representation and warranty must be made in writing prior to the expiration of such one (1) year period.

13. Broker. Seller and Buyer warrant and represent to each other that there are no commissions, finder's fees or other fees due or payable to any third party as a result of this transaction. Each Party agrees to indemnify, defend, pay and hold harmless the other for, from

and against any and all claims for commissions or fees which result from any actions by the other in connection with this transaction and escrow.

14. Default.

(a) Buyer's Remedies. If Seller fails to perform any of Seller's obligations under this Agreement and such failure continues for five (5) days after Seller's receipt of written notice from Buyer, then Buyer may, as Buyer's sole remedies for such failure, pursue any one of the following: (i) waive such failure and proceed to consummate the Transaction (provided that in no event will Buyer have the right to waive any of Seller's conditions precedent hereunder); (ii) cancel this Agreement and receive a return of the Earnest Money and Seller will reimburse Buyer for all of Buyer's third-party out-of-pocket costs and expenses incurred in connection with the investigation of the physical condition of the Property including, without limitation, engineering, survey, and environmental fees and expenses, and neither Buyer nor Seller will otherwise have any further right, liability or obligation under this Agreement except for the those obligations that expressly survive the termination of this Agreement; or (iii) enforce specific performance of this Agreement within sixty (60) days after the scheduled closing as Buyer's sole remedy to the exclusion of (i) and (ii) above. Notwithstanding the foregoing, Buyer may bring a suit against Seller for Buyer's actual damages described in (ii) above if, as a result of Seller's intentional bad faith conduct, specific performance is not available to Buyer.

(b) Seller's Remedies. If Buyer fails to perform any of Buyer's obligations under this Agreement after the expiration of the Feasibility Period and such failure continues for five (5) days after Buyer's receipt of written notice from Seller, then Seller will be entitled to cancel this Agreement and retain the Earnest Money as Seller's agreed and total liquidated damages. Seller and Buyer agree that actual damages would be difficult to calculate and that the Earnest Money is a reasonable estimate of the damages Seller will incur in the event of a default by Buyer. In no event will Seller be entitled to recover any other monetary damages against Buyer due to any such failure of Buyer solely to close the Transaction, except that Buyer's express indemnities to Seller contained in this Agreement (and the right of Seller to recover damages arising in connection with such indemnities) will continue in full force and effect.

15. Notices. Any notices required hereunder (each, a "Notice") will be either (i) delivered personally, or (ii) delivered by a recognized overnight courier service for next business day delivery. Any notice delivered personally or sent by courier will be deemed effective upon receipt. Any notices must be delivered to the Parties at the addresses set forth in Section 1; to the Escrow Agent at the address set forth in Section 4(a); and an additional notice to Seller as follows: Scott A. Holcomb, c/o Dickinson Wright PLLC, 1850 North Central Avenue, Suite 1400, Phoenix, Arizona 85004; and additional notice to Buyer as follows: [ ]

16. Exchange. Each of Seller and Buyer reserves the right to establish a Section 1031 tax-deferred exchange. The other party will reasonably cooperate with the exchanging party to accomplish such an exchange, provided that (i) the non-exchanging party will not be required to acquire any property in addition to the Property or incur any greater expense, liability or burden of performance than otherwise described in the Agreement between the parties, except that the requested party agrees to acknowledge any assignment of this Agreement to an accommodator

as part of such tax deferred exchange; (ii) the failure of the exchange to occur will not relieve the exchanging party of its obligations arising under this Agreement or impose any obligations upon the other party; and (iii) no such exchange will extend the time of Close of Escrow or for any other performance required hereunder.

17. Casualty or Condemnation. If the whole or a material part of the Property is lost, damaged or taken prior to the Close of Escrow, or is intended to be taken after Close of Escrow for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation, or eminent domain (other than dedications or similar acts caused, requested or agreed to by Buyer pursuant to this Agreement), Buyer will have the right, prior to Close of Escrow, to cancel this Transaction and Escrow; in which event (and subject to the matters below) Buyer will be entitled to receive all of Buyer's Earnest Money. If Buyer elects to continue this Transaction and Escrow, this Escrow will close and Seller will assign to Buyer all of Seller's interest in any award in connection with that part of the Property so taken. Seller may not settle any such condemnation action, consent to an order of possession, convey property to the condemning authority, or take any other action with respect to any portion of the Property being condemned without the prior written consent of Buyer, which will not be unreasonably withheld. Following Close of Escrow, Buyer will bear the risks and will be entitled to all benefits in connection with any such taking of the Property after Close of Escrow.

18. Construction and Interpretation.

(a) None of the provisions of this Agreement will inure to the benefit of any person other than Seller, Buyer and their respective successors and permitted assigns or be deemed to create any rights, benefits or privileges in favor of any person other than Seller and Buyer.

(b) No provision of this Agreement will be construed to establish an agency relationship between Buyer and Seller for any purpose.

(c) If either Party shall bring suit against the other as a result of any alleged breach or failure by the other Party to fulfill or perform any covenants or obligations under this Agreement, then in such event, the prevailing Party in such action will, in addition to any other relief granted or awarded by the Court, be entitled to judgment for reasonable attorneys' fees and expert witness fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof, at both trial and appellate levels.

(d) The captions and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

(e) This Agreement will be governed by, construed and enforced in accordance with the internal, substantive laws of the State of Arizona without regard to the conflict of laws principles thereof.

(f) This Agreement may be executed and delivered in multiple counterparts, and each counterpart so delivered which bears the original signature of a party will be binding as to such party, and all counterparts will together constitute one original and the same instrument. Furthermore, signatures may be transmitted via facsimile or electronically scanned and e-mailed, and delivery thereby will be deemed sufficient for all purposes to the same extent as would be delivery of an original signature, provided that the party submitting such signature will thereafter promptly deliver to the other party an original signature in lieu thereof.

(g) This Agreement must be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party preparing this Agreement. This Agreement is the result of negotiations between the parties and was drafted by counsel to Seller as a matter of convenience only, and will not be construed against Seller in consequence of that fact. Each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement be deemed to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement; and the Parties agree that the court so finding such provision to be prohibited or invalid, may modify and reform this Agreement to make it enforceable and comply with applicable law and enforce this Agreement as so modified and reformed (or sever any unenforceable language or provision and enforce the remainder of this Agreement).

(h) The waiver by one Party of the performance of any covenant or condition of this Agreement will not invalidate this Agreement, nor will it be considered to be a waiver by such Party of any other covenant or condition of this Agreement. The waiver by either or both Parties of the time for performing any act will not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

(i) The exercise of any remedy provided by law or the provisions of this Agreement for any remedy will not preclude the exercise of other remedies unless such remedies are expressly excluded in this Agreement.

(j) As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers will each be deemed to include the other whenever the context so indicates.

(k) In the event of any dispute arising hereunder, the Parties agree that the Superior Court of Maricopa County, Arizona, will have exclusive jurisdiction over such disputes and each party irrevocably consents to jurisdiction and venue of such Court for such purposes.

(l) As long as the Town of Queen Creek is closed for general business on Friday (that is, excluding public safety matters), then the term "business day" will mean only Monday, Tuesday, Wednesday and Thursday, and will specifically exclude Friday, Saturday, Sunday and any holiday recognized by the Town of Queen Creek.

(m) Seller notifies Buyer of the provisions of A.R.S. § 38-511, which provides, inter alia, that the state, its political subdivisions or any department or agency or either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The Parties acknowledge that no person significantly involved in initiating negotiating, securing, drafting or creating this Agreement on behalf of Seller either is an employee or agent of Buyer, in any capacity, or a consultant to Buyer with respect to the subject matter of this Agreement.

(n) Buyer certifies pursuant to A.R.S. § 35-393.01(A) that it is not currently engaged in, and for the term of this Agreement will not engage in, a boycott of Israel.

19. Recording. Neither this Agreement, nor any memorandum or reference thereto may be recorded by Buyer; and any recordation of this Agreement, or memorandum or reference thereto in the public records of Maricopa County, Arizona, will be deemed an incurable breach of this Agreement by Buyer, entitling Seller to terminate this Agreement and the Escrow, and retain all sums previously paid by Buyer as Earnest Money; and Buyer hereby irrevocably appoints Seller its attorney-in-fact to execute a release of any such recorded document.

20. IRS Real Estate Sales Reporting. Buyer and Seller hereby appoint Escrow Agent as, and Escrow Agent agrees to act as, “the person responsible for closing” the transaction which is the subject of this Agreement pursuant to § 6045(e) of the Internal Revenue Code of 1986, as amended (the “Code”). Escrow Agent will prepare and file IRS Form 1099-S and will otherwise comply with the provisions of § 6045(e) of the Code only to the extent such provisions apply to sellers of real property. Escrow Agent will indemnify, defend, pay, hold harmless and defend Seller, Buyer and their respective attorneys for, from and against any and all claims, actions, costs, loss, liability or expense arising out of or in connection with the failure of Escrow Agent to comply with the provisions of this Section 20.

21. Assignment and Nomination. At any time that there is no act or omission that, but for the passage of time or the delivery of notice, would constitute a breach or default by Buyer of any of its obligations under this Agreement, Buyer may assign the entirety of its rights and obligations arising in or under this Agreement without Seller’s consent to any entity, affiliate or subsidiary controlled by the Buyer, or under common control with Buyer; but (a) such right to assign will exist on a one-time only basis; and “control” for the purpose of this Section 21 means that the Buyer either holds or owns (either legally or beneficially) in excess of fifty percent (50%) of the interest in the assignee or that Buyer retains the day-to-day management responsibilities for the assignee; and (b) Buyer previously shall have delivered to Seller a true and correct copy of any such assignment, together with a copy of the document or instrument pursuant to which such assignee fully assumes all of the Buyer’s covenants and obligations under this Agreement (including but not limited to the obligations of “Developer” in the Development Agreement) and agrees to be fully and unconditionally bound by the terms of

this Agreement and the Development Agreement whereupon the named Buyer will be released from further obligations under this Agreement. Any assignment or purported assignment that is not in strict compliance with this Section 21 will be void, and not voidable.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year shown below.

**SELLER:**

Queen Creek, Arizona,  
an Arizona municipal corporation

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

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

Attest:

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

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

Approved:

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

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

**BUYER:**

A. T. Meridian Real Estate LLC,  
an Arizona limited liability company,

By: \_\_\_\_\_  
Grant Tayrien, Managing Member

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



## ESCROW AGENT ACCEPTANCE

The undersigned Escrow Agent accepts this Agreement as its escrow instructions and agrees to perform the acts applicable to Escrow Agent in accordance with the terms of this Agreement. Specifically, Escrow Agent understands, acknowledges and agrees to the provisions of Section 19 labeled “IRS Real Estate Sales Reporting” above. Escrow Agent acknowledges its receipt of both the Deposit and a fully executed original of this Agreement as of the date set forth underneath its signature below, and such date will be deemed the “Opening Date” as defined in this Agreement.

Security Title Agency, Inc.

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2023  
(the “Opening Date”)

## **LIST OF EXHIBITS**

- A. Legal Description of the Property
- B. Standard Escrow Instructions
- C. Form of Special Warranty Deed

**EXHIBIT A TO PURCHASE AGREEMENT**

**LEGAL DESCRIPTION OF THE PROPERTY**

*[to be attached]*

## **EXHIBIT B TO PURCHASE AGREEMENT**

### **STANDARD ESCROW INSTRUCTIONS**

#### **SELLER AND BUYER**

1. Will deposit with Escrow Agent all documents necessary to complete the sale as established by the terms of these instructions and authorize Escrow Agent to deliver or record said documents as required herein.
2. Direct that all money payable be paid to Escrow Agent unless otherwise specified.
3. Authorize Escrow Agent to act upon any statement furnished by a lien holder or his agent, without liability or responsibility for the accuracy of such statement.
4. Authorize Escrow Agent to pay from available funds held by it for said purpose amounts necessary to procure documents and to pay charges and obligations necessary to consummate this transaction.
5. Direct that the disbursement of any funds will be made by check of Escrow Agent.
6. Direct that when these instructions and all title requirements have been complied with Escrow Agent will deliver by recording in the appropriate public office all necessary documents, disburse all funds and issue the title insurance policy.
7. Shall indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with these instructions any interpleader action, or any servicing account arising herefrom (except for any wrongful acts or negligence on the part of Escrow Agent) and will pay the same on demand.

#### **SELLER AND BUYER AGREE:**

8. Escrow Agent has the right to resign upon written ten day notice, if such right is exercised, all funds and documents will be returned to the party who deposited them.
9. Escrow Agent will not accept payments under a cancellation notice, unless in cash, certified or cashier's check or money order.
10. Should Escrow Agent be closed on any day of compliance with these instructions the requirement may be met on the next succeeding day Escrow Agent is open for business.
11. Time is of the essence of any agreement to pay or perform hereunder which agreement will remain unpaid or unperformed as of Closing. No payment of Buyer of such amounts will be received or receipted for by Escrow Agent unless all amounts due as of the date

of compliance are paid unless and until written authority therefor has been delivered to Escrow Agent by the payee of said amount.

12. Escrow Agent may at any time, at its discretion, commence a civil action to interplead any conflicting demands to the Superior Court of Maricopa County, Arizona.

13. It is fully understood that Escrow Agent serves as an escrow agent only in connection with these instructions and cannot give legal advice to any party hereto.

14. The title insurance provided for unless otherwise specified, will be evidenced by the standard form of title insurance policies on file with the Insurance Director of the State of Arizona subject to exceptions shown in the commitment for title insurance and title insurance policy issued.

**EXHIBIT C TO PURCHASE AGREEMENT**

**FORM OF SPECIAL WARRANTY DEED**

When recorded, return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED**

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, the Town of Queen Creek, Arizona, an Arizona municipal corporation (“Grantor”), does hereby convey to \_\_\_\_\_, a \_\_\_\_\_ (“Grantee”), the following described real property (the “Property”) situated in Maricopa County, Arizona:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

SUBJECT ONLY TO: current taxes and other current assessments; and all matters of record or to which reference is made in the public record;

AND GRANTOR hereby binds itself and its successors to warrant and defend the title against all of the acts of Grantor and no other, subject to the matters set forth above.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

GRANTOR:

The Town of Queen Creek, Arizona, an Arizona municipal corporation

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

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of the Town of Queen Creek, Arizona, an Arizona municipal corporation.

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

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT D TO PURCHASE AGREEMENT**  
**FORM OF DEVELOPMENT AGREEMENT**





TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** VANCE GRAY, FIRE CHIEF

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 833-24 OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE QUEEN CREEK TOWN CODE CHAPTER 9, ARTICLE 9-4-4, FIREWORKS.

**DATE:** April 17, 2024

**Suggested Action:**

Approval of Ordinance No. 833-24, adopting revisions to the Queen Creek Town Code (the “Code”), Section 9-4-4 regarding the use and sale of consumer fireworks.

**Relevant Council Goal(s):**

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

**Discussion:**

The Town originally adopted the Section 9-4-4 of the Code on September 15, 2021. Section 9-4-4 limits the discharge of consumer fireworks to May 4 through May 6, June 24 through July 6 and December 24 through January 3 each year.

At the direction of Fire Chief Vance Gray, the proposed Ordinance amending Section 9-4-4(B)(1) and 9-4-4(C) modifies the Ordinance to:

1. Bring the Code in line with A.R.S. § 36-1606 regarding the use of fireworks during Diwali; and
2. Limit the dates for the lawful sale of consumer fireworks to bring the Code in line with A.R.S. § 36-1606(A)(1)(b).

Under the proposed Ordinance Section 9-4-4(B)(1) would be amended as follows, **Deletions shown in strikethrough and additions in ALL CAPITALS**

**Section 1.** It is unlawful for any person to use, discharge or ~~ignition~~ **IGNITE** of fireworks within the Town as provided in A.R.S. Title 36, Chapter 13, and Article 1. The use, discharge or ignition of permissible consumer fireworks is limited to May 4 through May 6, June 24 through July 6, December 24 through January 3 each year and the second and third days of Diwali of each year.

**Section 2.** The Queen Creek Town Code, Section 9-4-4(C) is amended as follows:

C. SALE and Pposting of signs by persons engaged in the sale of fireworks.

1. IT IS UNLAWFUL FOR ANY PERSON TO SELL FIREWORKS WITHIN THE TOWN ON DAYS OTHER THAN APRIL 25 THROUGH MAY 6, MAY 20 THROUGH JULY 6 AND DECEMBER 10 THROUGH JANUARY 3 OF EACH YEAR AND TWO DAYS BEFORE THE FIRST DAY OF DIWALI THROUGH THE THIRD DAY OF DIWALI EACH YEAR.

[Renumbering 9-4-4(C)(1) -(3) as (2) – (4)]

**Fiscal Impact:**

There is no fiscal impact to the Town of Queen Creek.

**Alternatives:**

The Council could:

1. Decline to adopt the Ordinance;
2. Adopt only a portion of the proposed Ordinance; or
3. Modify the Resolution and the language and/or scope of amendments proposed therein.

**Attachment(s):**

1. [Firework Ordinance 883-24.pdf](#)

**ORDINANCE [833-24]**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE QUEEN CREEK TOWN CODE CHAPTER 9, ARTICLE 9-4-4, FIREWORKS**

**WHEREAS**, A.R.S. § 36-1606, as amended, allows the Town to regulate permissible consumer fireworks and their sale subject to limitations set forth in the statute; and

**WHEREAS**, A.R.S. § 36-1606 permits the Town to regulate the sale and use of permissible consumer fireworks; and

**WHEREAS**, A.R.S. § 36-1606(A)(1)(b) and (c) grant the Town the authority to prohibit the sale of permissible consumer fireworks on days other than the two days before the first day of Diwali through the third day of Diwali each year, and to prohibit the use of permissible consumer fireworks on days other than the second and third days of Diwali each year; and

**WHEREAS**, the Town Council has determined that it is necessary at this time to amend the Town's Code to bring its regulations regarding fireworks in line with the requirements articulated by Arizona law. .

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

Section 1. The Queen Creek Town Code, Section 9-4-4(B)(1) is amended to read as follows:

**[Deletions shown in ~~strike through~~ and additions in ALL CAPITALS]**

It is unlawful for any person to use, discharge or ~~ignition~~ **IGNITE** of fireworks within the Town as provided in A.R.S. Title 36, Chapter 13, and Article 1. The use, discharge or ignition of permissible consumer fireworks is limited to May 4 through May 6, June 24 through July 6, December 24 through January 3 each year **AND THE SECOND AND THIRD DAYS OF DIWALI OF EACH YEAR.**

Section 2. The Queen Creek Town Code, Section 9-4-4(C) is amended as follows:

C. **SALE** and ~~P~~posting of signs by persons engaged in the sale of fireworks.

1. **IT IS UNLAWFUL FOR ANY PERSON TO SELL FIREWORKS WITHIN THE TOWN ON DAYS OTHER THAN APRIL 25 THROUGH MAY 6, MAY 20 THROUGH JULY 6 AND DECEMBER 10 THROUGH JANUARY 3 OF EACH YEAR AND TWO DAYS BEFORE THE FIRST DAY OF DIWALI THROUGH THE THIRD DAY OF DIWALI EACH YEAR.**

[Renumbering 9-4-4(C)(1) -(3) as (2) – (4)]

Section 3. The amendment of the Article 9, Section 9-4-4(B)(1) and (C) set forth above does not affect the rights and duties that matured, or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

Section 4. If any section, subsection, clause, phrase or portion of this Ordinance or any part of these amendments to the Town Code is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. At least one paper copy and one electronic copy of this ordinance and exhibits are to be filed in the office of the Town Clerk.

**PASSED AND ADOPTED BY** the Common Council of the Town of Queen Creek, Arizona, this [●] day of [●] 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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

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

REVIEWED BY:

APPROVED AS TO FORM:

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

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



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** SCOTT MCCARTY, FINANCE DIRECTOR

**RE:** PUBLIC HEARING AND POSSIBLE ADOPTION OF RESOLUTION NO. 1584-24 TO AMEND THE EXISTING NEW WATER METER INSTALLATION FEES.

**DATE:** April 17, 2024

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**Suggested Action:**

Move to approve Resolution No. 1584-24 to amend the existing water meter installation fees.

**Relevant Council Goal(s):**

- Effective Government: KRA Financial Stability

**Discussion:**

Town staff has been working on the Utility Rate Study with the consultant and evaluating current fees in the Water Operating Fund. Water services are accounted for in an Enterprise Fund. Enterprise Funds operate similarly to a private business, where the costs of providing the services to the customer are recovered through user charges and fees. In accordance with the Town's Financial Policies, Enterprise fees shall be set to fully recover their respective operating costs. Town Code Section 16-5-13 Schedule of Rates specifies the Town Council, by resolution, may adopt, set or amend the fees, rates, payments, penalties and charges related to Article 16-5, which resolution shall be on file with the Town Clerk.

The fee for the initial cost of water meters was approved on May 21, 2008 through Resolution 735-08 which established the water meter fees for FY 2008-09 through 2010-11. The water meter installation fees have not been adjusted since FY 2010-11. Meter revenue is primarily based on the number of single-family permits issued in a year. In FY 2022-23, the Town collected approximately \$800K in water meter revenue, which includes the charges for the meter, MXU (meter transceiver unit), and parts.

The Town has utilized Dana Kepner Co, Inc. since the inception of water services in 2008. The contract with Dana Kepner Co, Inc. (Town Contract 2019-098) includes water meters, components, parts, and other service purchases. The cost per water meter through Dana Kepner is dependent on a contracted rate.

Through the comprehensive review of water fees as part of the utility rate study, staff has identified that the fee the Town is charging no longer covers the cost of the water meter purchase and other associated fees to deliver and install meters at the service address. As such, Town staff recommends increasing the fee for new water meters and installation to achieve full cost recovery. The water meter measures the volume of water used by residential and commercial customers and has several components which include the MXU and parts. The MXU is a radio signal device which broadcasts the hourly meter readings to Sensus meter data systems. The parts associated with the water meter include reducers and adapters for the transition to the valve thread size. The full cost recovery for the water meter, as shown on the table below, includes the meter, MXU, associated parts, delivery and installation of the meter, and administrative costs.

Meter Type	Water Meter Price	MXU Price	Parts & Installation	Admin Fee	Total Proposed Fee
3/4"	\$202.64	\$156.70	\$90.94	\$49.72	<b>\$500</b>
1"	\$312.14	\$156.70	\$69.74	\$61.42	<b>\$600</b>
1 1/2"	\$1,172.24	\$156.70	\$98.45	\$172.61	<b>\$1,600</b>
2"	\$1,390.46	\$156.70	\$98.63	\$154.21	<b>\$1,800</b>
3"	\$1,732.74	\$156.70	\$184.90	\$225.66	<b>\$2,300</b>
4"	\$3,373.27	\$156.70	\$290.90	\$379.13	<b>\$4,200</b>
6"	\$6,073.01	\$156.70	\$292.66	\$677.63	<b>\$7,200</b>

In order to increase the fees for new water meter installation, the Town must follow a two-step process as required by ARS § 9-511.01. Step one, provide a written public notice for 60 days regarding the intent to increase the fee and include data that supports the proposed fee. If approved, a copy of the notice will be published in the newspaper not less than twenty days before the public hearing date as required.

On February 7, 2024, Town Council approved a Notice of Intention (step 1 of 2) setting the public hearing (step 2 of 2) for April 17, 2024. A copy of the notice of the proposed increase was posted in the newspaper on March 11, 2024 as required. The new fees can be applied 30 days after adoption of the resolution, which would be May 17, 2024.

The new water meter installation fees would apply to permits paid for on or after May 17, 2024. Notification will be provided to builders following adoption of the Resolution amending the fees for new water meters notifying them about the increase and the effective date of the increase.

This process and calendar is shown in the schedule below.

Date	Activity
February 7th	Town Council Approval of 60-Day Notice of Intention to Amend the Existing Fee for Water Meter Installation
February 8th – April 7th	60-Day Notice Period
April 17th	Town Council Public Hearing and Possible Adoption of a Resolution Amending the Fee for New Water Meter Installations
April 18th	Notification Sent to Builders (if Approved)
May 17th	Fees for New Water Meter Purchase and Installation Becomes Effective (if Approved)

**Fiscal Impact:**

The annual revenue increase will depend upon the number of water meters purchased, mainly as a result of new, single-family homes constructed. Assuming that number is 1,500 in a fiscal year, with an expectation that 88% of those new meters will be ¾" meters, the annual revenue increase would be \$98,015 as shown in the schedule below.

Meter Type	Number of Meters Purchased	Proposed Fee Increase Per Meter	New Revenue
3/4"	1325	\$37	\$49,025
1"	120	\$46	\$5,520
1 1/2"	25	\$742	\$18,550
2"	25	\$717	\$17,925
3"	2	\$817	\$1,634
4"	3	\$1,787	\$5,361
6"	0	\$1,577	\$0
<b>Total</b>	<b>1,500</b>		<b>\$98,015</b>

**Alternatives:**

Water Utilities services are accounted for in an Enterprise Fund. The intent of the Enterprise Fund is to recover all expenses through rates and fees. As such, if these cost increases related to the water meters are not recovered from the water meter fee created to do so, the difference will come from the monthly rates. Using the example above of 1,500 new carts related to new water meter installations, this means a shortfall of \$98,015 would come from rates.

**Attachment(s):**

1. [Resolution No. 1584-24 Related to New Water Meter Installation Fees](#)
2. [Presentation](#)

**RESOLUTION NO. 1584-24**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE SCHEDULE OF RATES FOR NEW WATER METER INSTALLATIONS AUTHORIZED BY THE TOWN CODE CHAPTER 16 UTILITIES, ARTICLE 16-5-13.**

**WHEREAS**, the Town of Queen Creek, Town Code, Section 16-5-13 authorized the Town Council to set or amend, by ordinance or resolution, the schedule of rates assessed for domestic water service and water service fees and charges; and

**WHEREAS**, the Town of Queen Creek New Water Meter Installation Fee was originally adopted by Resolution 735-08 on May 21, 2008, and has not been amended since that time; and

**WHEREAS**, the Town of Queen Creek Water Service Fees and Charges are amended on occasion to update fees that no longer accurately reflect the cost to provide the services listed, or to establish fees for services that are currently provided; and

**WHEREAS**, the amendments to the fee schedule reflect the costs necessary to provide appropriate levels of service to Water Utility Customers for New Water Meter Installation.

**WHEREAS**, on February 7, 2024, the Town Council approved a Notice of Intention to increase the fees as required by state statute;

**WHEREAS**, the Notice of Intention was published in the newspaper as required by law setting the time (April 17, 2024 at 6:30 p.m.) and place (Community Chambers building) for the public hearing on the recommended fee increase for new water meter installation fees; and

**WHEREAS**, a required public hearing has been held on April 17, 2024 to take comments on the proposed fee changes; and

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

**Section 1:** The following New Water Meter Installation Fee Schedule and each of the fees listed therein are hereby approved and amended as set forth below:

<b>Meter Description</b>	<b>Current Fee</b>	<b>Fee Effective May 17, 2024</b>
¾" Meter	\$463	\$500
1" Meter	\$554	\$600
1 ½" Meter	\$858	\$1,600
2" Meter	\$1,083	\$1,800
3" Meter	\$1,483	\$2,300
4" Meter	\$2,413	\$4,200
6" Meter	\$5,623	\$7,200



**Section 2:** This Resolution and the above amended fees shall become effective May 17, 2024.

**PASSED AND ADOPTED** by the Common Council of the Town of Queen Creek, Arizona, this 17th day of April, 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

---

Julia Wheatley, Mayor

---

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

---

Bruce Gardner, Town Manager

---

Dickinson Wright, PLLC  
Town Attorneys



# Public Hearing and Possible Approval of Resolution to Amend the Existing New Water Meter Installation Fees

Town Council Meeting  
April 17, 2024

# Purpose of Presentation

- Discuss Recommendation to Amend the Existing New Water Meter Installation Fees



# Background

- Town Staff is Working on the Utility Rate Study, Including Taking a Comprehensive Review of Rates and Fees to Ensure Fees are Set to Recover Costs for Enterprise Funds (Water, Wastewater, and Solid Waste)
- Staff Found that the Fees Charged by the Town for New Water Meter Installation No Longer Covers the Cost of the Meter and the Associated Fees to Install the Meter at the Service Address.

# Recommendation

- Staff Recommends the Following Fees for the Purchase and Installation of New Water Meters in Order to Achieve Full Cost Recovery.

Meter Type	Water Meter Price	MXU Price	Parts & Installation	Admin Fee	Recommended Fee
¾"	\$202.64	\$156.70	\$90.94	\$49.72	\$500
1"	\$312.14	\$156.70	\$69.74	\$61.42	\$600
1 ½"	\$1,172.24	\$156.70	\$98.45	\$172.61	\$1,600
2"	\$1,390.46	\$156.70	\$98.63	\$154.21	\$1,800
3"	\$1,732.74	\$156.70	\$184.90	\$225.66	\$2,300
4"	\$3,373.27	\$156.70	\$290.90	\$379.13	\$4,200
6"	\$6,073.01	\$156.70	\$292.66	\$677.63	\$7,200

# Recommendation

- The Recommended Fees will Increase the Fees Charged for New Meters and Associated Installation Fees as Shown on the Schedule Below.

Meter Type	Current Fee	Recommended Fee	Increase
¾"	\$463	\$500	\$37
1"	\$554	\$600	\$46
1 ½"	\$858	\$1,600	\$742
2"	\$1,083	\$1,800	\$717
3"	\$1,483	\$2,300	\$817
4"	\$2,413	\$4,200	\$1,787
6"	\$5,623	\$7,200	\$1,577

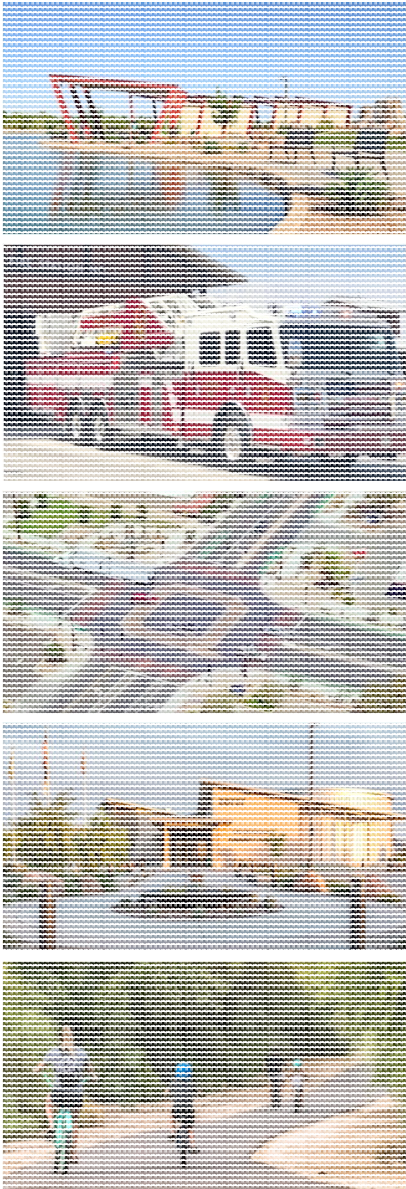
# Recommendation (concluded)

- Annual Revenue Increase Depends Upon the Number of Water Meters Purchased, Mainly as a Result of New, Single-Family Homes Constructed
- Assuming 1,500 New Meters are Installed, with an Expectation that 88% of those New Meters are 3/4" Meters, the Annual Revenue Increase Would be \$98,015 as Shown in the Table.

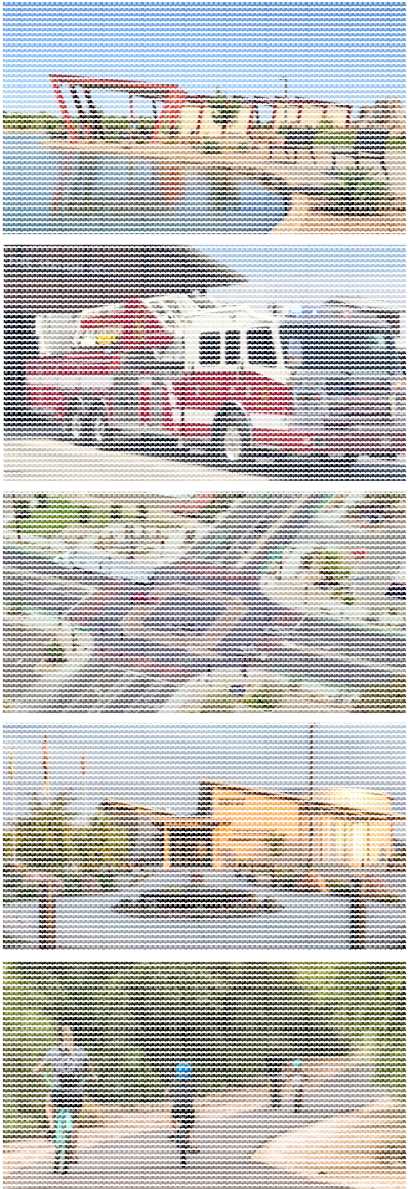
Meter Type	Number of Meters Purchased	Proposed Fee Increase Per Meter	New Revenue
3/4"	1325	\$37	\$49,025
1"	120	\$46	\$5,520
1 1/2"	25	\$742	\$18,550
2"	25	\$717	\$17,925
3"	2	\$817	\$1,634
4"	3	\$1,787	\$5,361
6"	0	\$1,577	\$0
<b>Total</b>	<b>1,500</b>		<b>\$98,015</b>

# Calendar

Date	Activity
February 7th	Town Council Approval of 60-Day Notice of Intention to Amend the Existing Fees for New Water Meter Installation
February 8 – April 7	60-Day Notice Period
April 17th	Town Council Public Hearing and Possible Adoption of a Resolution Amending the Fees for New Water Meter Installation
April 18th	Notification Sent to Builders (if Approved)
May 17th	Fees for New Water Meter Installation Becomes Effective (if Approved)

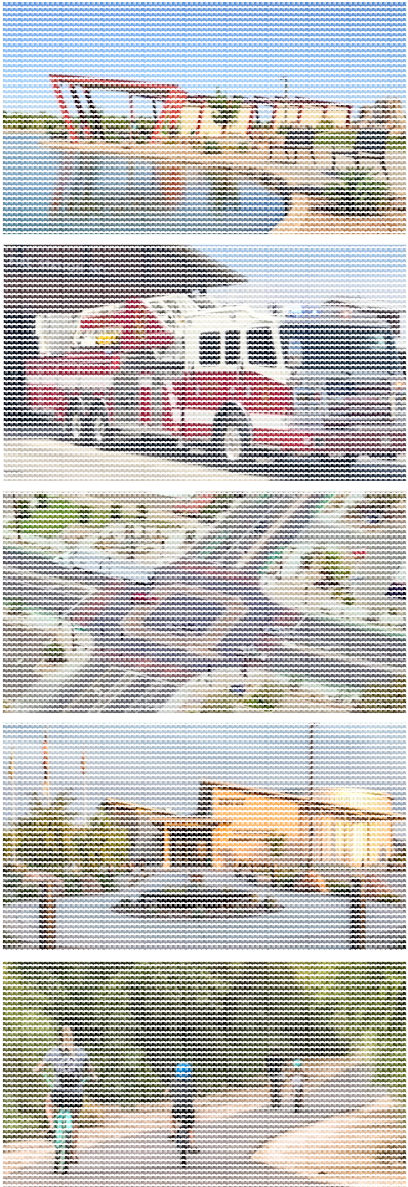






## Recommended Motion

Motion to Approve Resolution No. 1584-24 to Amend the Existing Water Meter Installation Fees.



# Discussion and Questions



TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, ERIK SWANSON,  
PLANNING ADMINISTRATOR, MALLORY RESS, PLANNER I

**RE:** A CONTINUANCE ON THIS CASE HAS BEEN REQUESTED. PUBLIC HEARING AND POSSIBLE ACTION ON CASES P23-0020 AND P23-0165 HOME DEPOT CUP AND SITE PLAN AMENDMENT, A REQUEST FROM CASSANDRA PERMENTER, SCOTT A MOMMER CONSULTING, TO AMEND THE EXISTING SITE PLAN AND FOR A CONDITIONAL USE PERMIT TO ACCOMMODATE ADDITIONAL DISPLAY AREAS, STORAGE AREAS, AND RENTAL EQUIPMENT, INCLUDING RENTAL TRUCKS, WITHIN THE EXISTING PARKING LOT, LOCATED WITHIN POWER MARKETPLACE, EAST OF THE NORTHEAST CORNER OF POWER AND RITTENHOUSE ROADS.

**DATE:** April 17, 2024

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**Suggested Action:**

Move to continue cases P23-0020 and P23-0165, Home Depot CUP and Site Plan Amendment, to the regularly scheduled Town Council meeting on May 1, 2024.

**Summary:**

The applicant has requested a continuance to allow for additional time to further refine their application.



TOWN OF  
**QUEEN CREEK**  
ARIZONA

11.A

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** BRUCE GARDNER, TOWN MANAGER  
**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, SARAH CLARK,  
SENIOR PLANNER/PROJECT MANAGER  
**RE:** DISCUSSION ON PROPOSED TEXT AMENDMENTS TO ALLOW ADMINISTRATIVE  
APPROVAL OF FINAL PLAT AND RESIDENTIAL DESIGN REVIEW APPLICATIONS.  
**DATE:** April 17, 2024

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**Suggested Action:**

This is an item for discussion. No action is necessary.

**Discussion:**

At the February 2024 Council Strategic Planning Session, staff presented a series of proposed strategies to further facilitate the residential development process. In an effort to streamline applications and consolidate staff's review process, staff proposed two potential text amendments:

1. To provide administrative/staff approval for single-family Residential Design Review applications (rather than include Planning Commission review and approval)
2. To provide administrative review/approval for Final Subdivision Plats (rather than include Council review and approval)

Staff estimates that implementing text amendments to allow for administrative approval of the aforementioned applications has the potential to reduce the application process by two months for each application.

Staff has prepared draft text amendment language and the redlined copies are attached to this report. The specifics of the elements included in the proposed text amendments are summarized below.

**Administrative Approval of Single-Family Residential Design Review Applications - Zoning Ordinance and Design Standards Amendments**

- Changes Residential Design Review application approval authority from Planning Commission to the Planning Administrator
- Allows for Planning Administrator interpretations or decisions concluded as part of site plan and residential design review applications to be appealed to the Planning Commission

**Administrative Approval of Final Plats - Subdivision Ordinance Amendments**

- Changes Final Plat approval authority from Town Council to the Development Services Director or designee
- Clarifies Development Services Director authority for approval over maps of dedication, right-of-way abandonments and public easements (this is the current approval process)
- Corrects references for consistency between the Zoning Ordinance and Subdivision Ordinance
- Updates processes to reflect administrative approval

- Deletes public notice procedures for preliminary plats (public notice procedures are identified in the Zoning Ordinance)
- Updates Town signature block language
- Deletes Planned Area Development section (Planned Area Development processes and requirements are identified in the Zoning Ordinance)

Other minor amendments from previously approved text amendments and general clean up of outdated or duplicate information are also included in the proposed text amendments.

**Attachment(s):**

1. [DRAFT - RDR Approval TA Zoning Ordinance Redlines.pdf](#)
2. [DRAFT RDR Approval Design Standards Redlines.pdf](#)
3. [DRAFT - Final Plat Approval - Subdivision Ordinance Redlines.pdf](#)
4. [Text Amendments - Final Plat and RDR Approval WS.pptx](#)

## ARTICLE 2 – ADMINISTRATION AND ENFORCEMENT

- G. Approval. The Planning Administrator is authorized to approve site plan and residential design review applications. Planning Administrator interpretations concluded as part of site plan and residential design review applications may be appealed to the Planning Commission.
- H. *Appeal.* Interpretations may be appealed to the Board of Adjustment.

### 2.3 Administrative Relief

- A. The purpose of this Section is to provide flexibility in the application of and interpretation of the requirements of this Ordinance. Where and when flexible standards are permitted such flexible standards shall continue to meet the intent of the applicable regulations. In special circumstances, the Development Services Director may grant a waiver of any applicable fees, upon written request.
1. An application by the property owner or on behalf of the owner was submitted on a form prescribed by the Planning Administrator or authorized representative, and any applicable fees were paid;
  2. The proposed improvement requiring relief will not be detrimental to the property requesting relief, any adjacent property, or the Town as a whole;
  3. The relief requested is needed due unusual circumstances, including, but not limited to small size or irregular shape of the parcel, unique design and additional solution that is not prescribed in the Ordinance but still satisfies the intent;
  4. The relief granted is the minimum required to meet the needs of the proposed improvement; and,
  5. The relief shall not be contrary to the purpose and intent of this Ordinance.
- B. The Planning Administrator or his or her designee may approve a request to modify the requirements of this Ordinance and the Town of Queen Creek Design Standards in

accordance with the Administrative Relief process outlined in this Section.

- C. The Planning Administrator, or authorized designee, may authorize relief of up to ten percent (10%) of any development standard. For projects located within a Downtown Core (DC) or Agritainment (AT) zoning districts the Planning Administrator or authorized designee may authorize relief up to fifteen percent (15%) of any development standard and may also waive specific non-quantitative development requirements for single family homes. Any relief authorized will be documented with findings consistent with all of the requirements below and filed with the building permit records, subdivision case file or other Development Services Department records. If determined by the Planning Administrator, application for relief may require notice, by first-class mail, postmarked at least fourteen (14) calendar days prior to the determination, and was given to adjacent property owners determined by the Planning Administrator or authorized designee as potentially affected by the request.

### 2.4 Planning Commission

- A. *Establishment.* Pursuant to A.R.S. §9-461.01.A, there is hereby established a planning agency known as the Planning Commission of the Town of Queen Creek, Arizona ("Commission").
- B. *Powers and Duties.* The Commission shall provide an advisory function to assist the Town Council in making decisions pertaining to amendments to the General Plan and this Ordinance, and applications for development approval. In no event is the Commission authorized to render a final decision approving, denying, or conditionally approving a change in the Zoning Ordinance or General Plan. The Commission shall have the following powers and duties:
1. Pursuant to A.R.S. §9-461.01B.1, to develop and maintain a General Plan or element thereof and to submit the proposed General Plan or element to the Town Council;

## ARTICLE 2 – ADMINISTRATION AND ENFORCEMENT

2. To prepare or cause to be prepared amendments to such plan and elements thereof and to submit the amendments to the Town Council;
  3. To review and make recommendations to the Town Council with regard to amendments to the General Plan Land Use Map;
  4. To initiate, hear, review and make recommendations to the Town Council on applications for amendments to the text or map of this Ordinance;
  5. To hear, review and approve or disapprove all applications for ~~Residential Design Review~~ and Comprehensive Sign Plans, as provided by this ordinance; and,
  6. To hear, review and recommend approval or disapproval of all applications for Major General Plan Amendments, Minor General Plan Amendments, Specific Area Plans, Rezones, Planned Area Developments, and Conditional Use Permit applications, as provided by this ordinance or the subdivision ordinance; and,
  7. To adopt bylaws, policies, procedures, and regulations for the conduct of its meetings, the consideration of applications for development approval, and for any other purposes deemed necessary for the functioning of the Commission provided, however, that bylaws, policies, procedures, and regulations shall be consistent with this Ordinance and shall be approved by the Town Council before taking effect.
- C. *Organization, Membership, Terms, Appointment, and Removal.* The Commission shall be organized as follows:
1. *Composition.* The Commission shall be composed of the number of members to be appointed by the Town Council as established by the minimum requirements of A.R.S. §9-461.02; The members of the commission shall be residents of the town for a period of one-year preceding appointment. In the event of an immediate vacancy, a candidate may be appointed without satisfying the 1-year residency requirement if in the best interest of the Commission as determined by the Planning Administrator and approved by the Town Council;
  2. *Removal of Member.* The Town Council may remove any member of the Commission if written charges are filed against the member. The Town Council shall provide the member with a public hearing if requested;
  3. *Compensation.* Members may be compensated per diem, based upon meetings actually attended and reasonable and necessary expenses, as determined by the Town Council;
  4. *Terms.* All members shall serve a term of three (3) years. Members may be reappointed as necessary by the Town Council; however members shall not serve more than three (3) consecutive terms;
  5. *Officers.* At an annual organizational meeting, the members of the Commission shall elect one (1) of their members as chair and one (1) as vice-chair. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair;
  6. *Duties of Chair.* The chair, or in the chair's absence the vice-chair, shall administer oaths, shall be in charge of all proceedings before the Commission, and shall take such action as shall be necessary to preserve order and the integrity of all proceedings before the Commission;
  7. *Nonattendance.* If any member of the Commission shall fail to attend three (3) regular meetings of the Commission within any consecutive three (3) month period, or a total of six (6) regular meeting within any twelve (12) month period, the chair or the vice-chair, as the case may be, shall immediately file a notification of such nonattendance with the Town Council for placement on the agenda of the Town Council. The Town Council may, by appropriate action, terminate the appointment of such

# TOWN OF QUEEN CREEK DESIGN STANDARDS

requirements to which a conventional single-family residential dwelling on the same lot would be subject.

2. The dwelling shall be attached to a permanent foundation system in compliance the International Conference of Building Officials "Guidelines for Manufactured Housing Installation," as may be amended, and the following requirements:

- a) All wheels, hitches, axles, transporting lights and removable towing apparatus shall be permanently removed prior to installation of the dwelling unit;
- b) The foundation shall be excavated and shall have continuous skirting or backfill leaving no uncovered open areas excepting vents and crawl spaces. The foundation shall be exposed no more than twelve (12) inches above grade;
- c) For homes which are narrower than sixteen (16) feet in width, the unit shall be oriented on the lot so that its long axis is parallel to the street.

## F. *Approved Product Transferability.*

1. Housing product that has received RDR approval within the past 12 months from the Planning ~~Commission~~Administrator or Planning Commission can be transferred to another community upon administrative review and approval to ensure design consistency, so long as the following criteria is met:

- a) Any housing product that is first to a new community requires RDR review and approval by the Planning ~~Commission~~Administrator;
- b) If housing product has previously been approved and is being requested to be transferred to another community, the housing product shall meet all applicable conditions of approval for the community in which it is being proposed;

c) Proposed product being transferred shall be commensurate with the lot sizes of the community in which the product is being transferred;

d) The number of housing products and elevation types will require administrative evaluation prior to approval to ensure sufficient diversity within the community;

e) Product cannot be transferred that has received approval for deviations; and

f) Product which has approval shall only be allowed to be transferred to two additional communities, assuming all other conditions are met.

2. Homebuilders that are the primary homebuilder within a multi-phased master-planned community can transfer housing product up to three years from final Residential Design Review product approval upon review and approval by the Planning Administrator to ensure that the product is in keeping with current design standards and the community in which the product is proposed. ~~In the event that housing product is deemed to not be consistent with current design standards, the product will need to receive Residential Design Review approval from the Planning Commission.~~

3. In order to receive administrative review and approval, all housing product shall be submitted along with a narrative describing the product, where it is currently approved, what product is being transferred, how many lots the product will be developed on, how the product complies with adopted design standards, and how sufficient diversity is being provided.



## CHAPTER 2 ADMINISTRATION

### SEC. 2.0 RESPONSIBILITY.

- A. The Town of Queen Creek ~~Planning and Zoning Commission~~Development Services Director or their designee is hereby authorized to receive, process and otherwise act upon applications for preliminary or final subdivision plats, ~~Development Master Plans (DMP) and Planned Area Developments (PAD)~~, in accordance with this Ordinance.
- B. ~~The Town Council shall neither receive nor review an application for preliminary or final plats, DMP, or PAD until a recommendation on such has been forwarded to the Council by the Commission.~~ The ~~Town Council~~Development Services Director shall have final jurisdiction over all matters pertaining to the implementation of this Ordinance, except as noted otherwise.
- C. All applications for action under this Ordinance shall be filed initially with the ~~Planning Division of the Community Development Department~~Development Services Department for processing in accordance with this Ordinance.

### SEC. 2.1 APPLICATION.

- A. Where this Ordinance imposes a greater restriction upon land utilization, land improvement or development, and land use than is imposed by existing provisions of law, ordinance, contract or deed, this Ordinance shall control.
- B. This ordinance shall apply to all subdivisions as defined in the Appendix - Glossary of Terms and Definitions of this Ordinance.

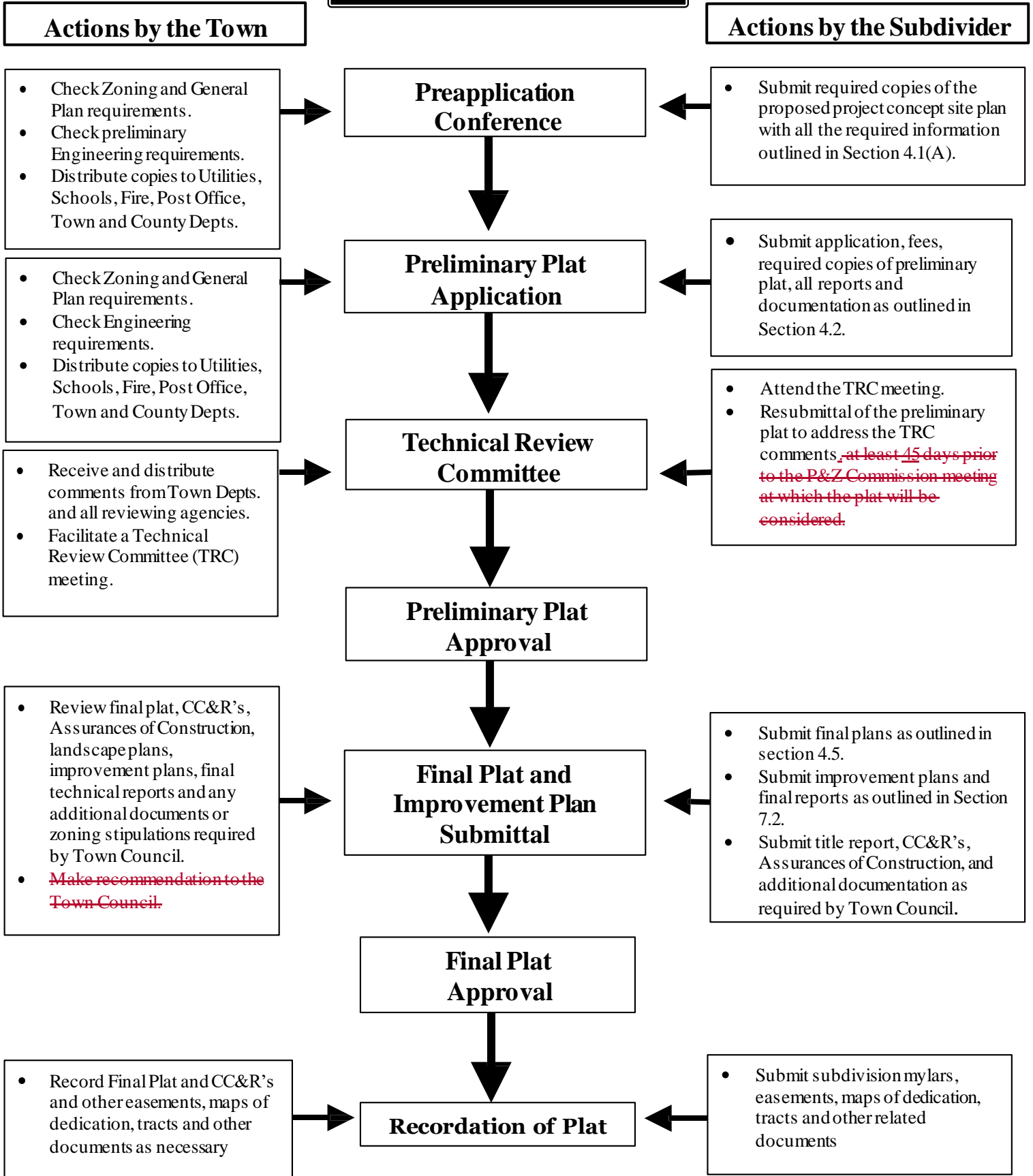
**SEC. 2.2 FILING FEES.** The subdivider shall, at the time of filing, pay to the Town the subdivision application fees established by the Town Council.

**SEC. 2.3 PROHIBITION OF CIRCUMVENTION.** No person, firm, corporation or legal entity shall sell, offer to sell, or divide any lot, piece, or parcel of land which constitutes a subdivision or part thereof, as defined herein, or in the Arizona State Revised Statutes, without first having recorded a plat thereof in accordance with this Ordinance. The Town shall not issue any construction and/or building permit for work on any parcel in violation of this Ordinance.

**SEC. 2.4 MODIFICATIONS.**

- A. Where, in the opinion of the Town Council, upon recommendation by the Development Services Director Planning Division, Engineering Division, and/or Technical Review Committee, Council, upon recommendation by the Planning Division and/or the Engineering Division of the Community Development Department or the Planning and Zoning Commission, there exist extraordinary conditions of topography, land ownership or adjacent development, or other circumstances not provided for in this Ordinance, the Council may modify these provisions in such a manner and to such extent as it may deem appropriate to the public interest.
  
- B. In the case of a plan and program for a Development Master Plan (DMP), or a Planned Area Development (PAD), the Council may modify this Ordinance in such manner as appears necessary and desirable to provide adequate space and improvements for public facilities, traffic and pedestrian circulation, recreation, light, air, and other service needs of the development when fully developed and populated and may require stipulations to assure conformance with the achievement of the approved plan.
  
- C. In modifying the standards or requirements of this Ordinance, as outlined above, the Council may make such additional requirements as appear necessary, in its judgment, to secure substantially the objectives of the standards or requirements so modified.

# The Subdivision Process



### SEC. 4.3 STAGE 3 - TECHNICAL REVIEW COMMITTEE

In order for a preliminary plat to be scheduled for a particular Technical Review Committee (TRC) meeting, a complete preliminary plat application must be received and accepted by the Town.

- A. Upon receipt of a preliminary plat application the Town shall determine if the application is a complete submittal. If complete, the Town shall forward copies of the preliminary plat to the adjacent jurisdictions, the US Postmaster, Williams Gateway Airport, the adjacent Indian Communities, and to those entities outlined in Section 4.1(B) for their review and comments. The reviewing agencies shall transmit their written comments and recommendations to the Town.
- B. The Town shall host a Technical Review Committee (TRC) meeting where the applicant is provided an opportunity to meet with the representatives from all applicable utilities and other interested governmental agencies to receive comments regarding the preliminary plat application. At the TRC meeting the applicant may also receive written comments from the Town, detailing the extent to which the plans are required to be revised ~~in order for the Town to schedule the preliminary plat for consideration by the Planning and Zoning Commission~~. Revisions caused by the comments received at the TRC meeting or by voluntary action of the applicant may require additional TRC meetings. Additionally, circumstances may exist where the project may experience delay due to the applicant's time line in addressing agency comments.

#### SEC. 4.4 STAGE 4 - PRELIMINARY PLAT APPROVAL.

The preliminary plat approval stage involves the re-submission of the preliminary plat to address the Technical Review Committee (TRC) comments. Included in this stage is the review of the resubmitted plans, reports, and required studies and acceptance of the preliminary plat. The subdivider shall provide the Town with all information essential to determine the character and general acceptability of the proposed development. The following submittal requirements pertain only to conventional plats for which rezoning is/was not a condition of approval. Consult with the Planning Division for the submittal requirements, time requirements and rezoning procedures for those subdivisions involving rezoning, PAD, DMP, and other land use exceptions.

##### A. Preliminary Plat Re-submission.

1. The applicant shall resubmit full-sized copies/sets of the preliminary plat, one (1) 8 1/2" x 11" transparency of each sheet/exhibit, and one (1) 8 1/2" x 11" photo mechanical transfer (PMT) of each sheet/exhibit and all other required or requested supporting data to the Town. Preliminary plats that correctly contain all of the information requested or required by the (TRC), as determined by the Town, may be approved by the Planning Administrator. ~~shall be scheduled for Planning and Zoning Commission hearing. Incomplete or incorrect resubmittals could cause delays in the preliminary plat being presented to the Planning and Zoning Commission. Scheduling of the case for Commission hearing shall be determined by the Town and shall be dependent upon adequacy of data presented and completion of processing.~~

2. ~~As a prerequisite to the commission hearing for any preliminary plat, PAD or DMP, the applicant is required to hold at least one neighborhood meeting at least fifteen (15) calendar days prior to their scheduled planning commission meeting. The purpose of the meeting is to provide a means for the applicant, surrounding neighbors and homeowners associations to review preliminary development proposals and solicit input and exchange information about the proposed development with the intent to resolve potential conflicts prior to the required formal hearings.~~

~~Neighborhood meetings shall be held at a location near or on the development site. The meeting shall be held on a week day evening or weekend day at a reasonable time and in a publicly accessible place.~~

~~Notification requirements for preliminary plats; notice of the meeting shall be provided by the applicant as follows:~~

1. ~~The development site shall be posted with at least one sign having a minimum sign area of sixteen (16) square feet with black copy on a~~

~~white background not less than fifteen (15) calendar days prior to the date of the neighborhood meeting. Sites that exceed five (5) acres in size and/or have frontage on more than one (1) street shall post additional signs at the rate of one additional sign per every ten (10) additional acres or one sign for each street with a maximum of four (4) signs per project. Such signs shall be clearly legible and wherever possible placed adjacent to the right of way of a public street. The notice shall contain the date, time, and location of the meeting and a summary of the request. It shall also have contact information for the application's representative. It shall be the responsibility of the applicant to use reasonable efforts to maintain the sign once it has been placed on the property.~~

~~2. Mailing a notice by first class mail not less than thirty (30) calendar days prior to the scheduled commission meeting and not less than fifteen (15) calendar days prior to the date of the neighborhood meeting to:~~

~~A. All property owners of record, chairpersons and management association of homeowners associations, and any neighborhood associations on record with the town at a distance determined in table~~

~~B. The above noted property owners and management association names shall be obtained from Maricopa county or Pinal county assessor's office, as appropriate.~~

~~3. A meeting summary shall be submitted to the community development department not less than seven (7) calendar days prior to the planning commission meeting with a written summary of the issues and discussion from the meeting and list of attendees.~~

~~Table 1 Notification Requirements~~

<del>Type of case*</del>	<del>Distance requirement</del>
<del>Minor general plan amendments</del>	<del>900<sup>2</sup></del>
<del>Major general plan amendment</del>	<del>1200<sup>2</sup></del>
<del>Rezoning, 5 acres and less</del>	<del>900<sup>2</sup></del>
<del>Rezoning, above 5 acres</del>	<del>1200<sup>2</sup></del>
<del>Site plan, 5 acres and less</del>	<del>900<sup>2</sup></del>
<del>Site plan, 5 acres and above</del>	<del>1200<sup>2</sup></del>
<del>Indoor conditional use permit, up to 2,500 square feet of building/leased area</del>	<del>900<sup>2</sup></del>
<del>indoor conditional use permit, above 2,500 square feet of building/leased area</del>	<del>1200<sup>2</sup></del>
<del>Outdoor conditional use permit, 5 acres and less</del>	<del>900<sup>2</sup></del>
<del>Outdoor conditional use permit, above 5 acres</del>	<del>1200<sup>2</sup></del>
<del>Board of adjustment case</del>	<del>900<sup>2</sup></del>
<del>*any case that is part of another application with a larger notification distance, the larger notification distance will be required</del>	

~~3.2. An applicant has 120 days from the date of the (TRC) meeting, or 120 days from the date of receipt of later redlines, in which to resubmit said plans. Failure to resubmit plans which address all of the redlines shall cause the application to be null and void and fees will not refunded.~~

4.3. An applicant shall be required to submit a new preliminary plat application, including fees and another review of the subdivision by the (TRC), if the re- submittal is not in substantial conformance to the original application. Substantial non-conformance is considered to be, but not limited to, the following:

- An increase or decrease in the number of lots or units by more than 5%
- A substantial change in the size or configuration of the development parcel.

**B. Preliminary Plat Review**

1. **Zoning.** The subdivision shall be designed to meet the specific requirements for the zoning district within which it is located. However, in the event that rezoning is necessary for the preliminary plat to conform to the Zoning District regulations, or if a DMP or PAD approval is sought, said action shall be initiated concurrently with the preliminary plat by the property owner or his authorized agent. In any event, any such zoning amendment required in relation to the preliminary plat shall have been adopted prior to a preliminary plat approval.

2. **Planning.** The subdivision shall be designed to comply with the Design Principles of this Ordinance and the goals and objectives of the Queen Creek General Plan. In the event that an amendment to the General Plan is necessary for the preliminary plat to conform to the specific land use, circulation, or open space elements, said amendment(s) required in relation to the preliminary plat shall have been adopted prior to a preliminary plat approval.
3. **Utilities and Services .** As a prerequisite of preliminary plat approval by the Town, the subdivider shall have reviewed tentative concepts and possible requirements with the County Health Department, the Town Engineering Division, the Queen Creek Water Company or private water company servicing the development, Salt River Project, U.S. West Communications, the cable television company(s) servicing the development, Southwest Gas and Rural Metro Fire Company for general approval of the preliminary plat design.

### C. Preliminary Plat Approval.

- ~~1. When all requirements of this Ordinance have been satisfied, the case will be scheduled for presentation to the Planning and Zoning Commission. The Planning Division report shall be submitted for Commission review and action.~~
- ~~2.1. The Commission Planning Administrator shall consider the preliminary plat and (TRC) comments and recommended conditions, the Planning Division report and recommendations. If satisfied that all objectives have been met, the Commission Planning Administrator may recommend approval of the preliminary plat to the Town Council approve the preliminary plat.~~
- ~~3. If the plat is generally acceptable, but requires minor revisions before proceeding to the Town Council for preliminary plat approval, the Commission may recommend conditional approval and the required revisions noted in the minutes of the meeting and in the written Commission report submitted to the Town Council.~~
- ~~4.2. If the Commission Planning Administrator finds that all of the objectives and requirements of this Ordinance have not been met, the Commission Planning Administrator may recommend revisions to the preliminary plat or deny the preliminary plat request. that the preliminary plat be continued pending revisions, or recommend to the Town Council denial of the preliminary plat. Resubmittals due to revisions, for the same parcel or any part thereof, shall follow the resubmittal aforementioned procedure.~~
- ~~5. The Town Council shall consider the preliminary plat, the Commission requirements and recommendations, and the Planning Division report and recommendations. If satisfied that all objectives and requirements of this~~



~~Ordinance have been met, the Town Council may approve the preliminary~~

~~plat and make a record of the Town Council's approval on the copy of the preliminary plat retained in the offices of the Planning Division.~~

- ~~6.3.~~ If the plat is generally acceptable, but requires minor revisions, the ~~Town Council~~ Planning Administrator may conditionally approve the preliminary plat and the required revisions noted ~~in the minutes of the meeting~~ the preliminary plat approval letter. At the direction of the ~~Town Council~~ Planning Administrator, the plat may be approved subject to the revisions in accordance with the stated conditions.
- ~~7.4.~~ If all or certain identified and significant objectives and requirements of this Ordinance or General Plan have not been met, the ~~Town Council~~ Planning Administrator will have grounds to deny the preliminary plat.

#### **D. Significance of Preliminary Approval.**

Preliminary plat approval constitutes authorization for the subdivider to submit the final plat and the improvement plans and specifications for the proposed project. Preliminary approval is based on the following terms:

1. **Subject to the Basic Approval.** The basic conditions under which preliminary approval of the preliminary plat is granted will not be substantially changed prior to the expiration date.
2. **~~One-Two (12)~~ Year Approval with Extension.** Approval of a preliminary plat is valid for a period of ~~one-two~~ years from the date of ~~Town Council~~ Planning Administrator approval. A request can be made for a single, one year extension of the original preliminary plat approval. An extension of the preliminary plat approval may be granted by the Zoning Planning Administrator upon receipt of a letter from the subdivider stating the reason for an extension prior to the expiration date. Requests for extensions are predicated on the plat continuing to meet current Town development standards, payment of a continuance fee and the submission of an updated assurance of construction. Should the requested extension not be approved by the ~~Zoning-Planning~~ Administrator, the applicant may appeal this determination to the Town Council.
3. **No Authority to Record.** Preliminary approval, in itself, does not assure final acceptance of streets for dedication nor continuation of existing zoning requirements for the development or its environs nor constitute authorization to record the plat.

## SEC. 4.5 STAGE 5 - FINAL PLAT AND IMPROVEMENT PLAN APPROVAL.

This stage includes the final design of the subdivision, engineering of the public improvements, and submittal by the subdivider of the final plat, final reports, and plans for all of the required subdivision improvements, to the Town, the County Departments, and the utility companies for approval; including the submittal of the final plat for review and action by the Town ~~Council~~.

### A. Submittal Requirements.

#### 1. Final Plat Preparation.

- a. The final plat shall be presented in accordance with requirements set forth in this section, and shall substantially conform to the approved preliminary plat and applicable zoning stipulations.
- b. **Pre-Final Review.** The subdivider shall file with the Town full size (24"x36") blue or black line copies of the final plat along with copies of the approved D.M.P. or P.A.D. (if applicable) for review by the Town, together with a letter of transmittal, indicating "Pre-Final Review Requested" the Town shall review the plat for substantial conformity to the approved preliminary plat and refer copies of the pre-final submittal to the reviewing agencies who shall make known their recommendations in writing.
- c. **Final Review.** The subdivider shall file with the Town full size "mylars" (4 mil thickness), full size blue or black line copies, one 8 1/2"x11" copy thereof, of the final plat. The final plat shall be drawn in black ink on polyester "mylar", measuring exactly 24" x 36" with a left hand margin of 2 inches and be drawn to an accurate engineering scale from an accurate survey. The applicant shall also submit a computerized drawing of the final plat in a file format required by the Town of Queen Creek.

2. **Improvement Plans.** Improvement plans, reports and other documents, shall be prepared and submitted in accordance with the procedures and standards established within the Town of Queen Creek Design Standards and Procedures Manual and Chapter 7 of this Ordinance. If the submittal is complete, the Town shall distribute sets of the plans to the appropriate reviewing departments, agencies and utility companies who shall make known their recommendations in writing.

3. **Deed Restrictions.** The subdivision covenants, conditions and restrictions (CC&R's) shall be submitted to the Town for review as part of the final plat and improvement plan submittal package. These CC&R's shall include

4. Location, dimensions, bearings, radii, arcs, and central angles of all sites to be dedicated to the public with the use clearly indicated.
5. Location of all adjoining subdivisions with name, date, book, and page number of recordation noted, or if unrecorded, so noted.
6. Any proposed private deed restrictions to be imposed upon the plat or any part or parts thereof pertaining to the intended use of the land, and to be recognized by the Town, shall be noted on the plat (see Sec.4.5 (G) for details).
7. All existing private easements within, on, or over the plat shall be indicated, dimensioned, and noted as to their use. The location and widths of all easements for right-of-way provided for public services, utilities, or drainage, and any limitations of the easements.
  - a. The following notation shall be placed on all final plats that provide drainage easements: “No structure of any kind shall be constructed, nor any vegetation be planted or allowed to grow within on or over any drainage easement, which would obstruct or divert the flow of storm water. The Town may, if it so desires, construct and/or maintain drainage facilities on or under the land of the easement”.

**E. Dedication and Acknowledgment.**

1. **Dedication.** There shall be required as part of the final plat submittal a statement of dedication of all streets, alleys, drainage ways and drainage detention/retention basins, pedestrian/bicycle ways, equestrian trails and easements, and other easements for public use, including sanitation, utility, fire and other emergency related vehicles, executed by the person or persons holding title of record, by persons holding titles as vendees under land contract, by the spouse(s) of said parties, lien holders and all other parties having an interest in the property . If lands dedicated are liened, the lien holder shall also sign the plat. Dedication shall include a written location by Section, Township and Range, of the tract. If the plat contains private streets, a public easement shall be reserved which shall include the right to install and maintain utilities in any approved private street, including refuse collection, fire and other emergency services.
2. **Acknowledgment of Dedication.** Execution of dedication shall be acknowledged and certified by a Notary Public.

**F. Final Plat Approval.**

1. The Town Engineer may approve ~~Upon approval of the~~ improvement plans, final plats, maps of dedication, right-way-way abandonments, public easements, ~~and~~ all related engineering documents, and reports and other

~~information upon completion and conformance with all applicable codes, ordinances, and conditions of approval. , and receipt of a request for Town Council action from the Town Engineering Manager, the Town Clerk shall place the plat on the agenda of a Council meeting, where upon the Town Council shall approve or deny the plat.~~

~~2. If the Town Council approves the plat, the Town Clerk shall transcribe a Certificate of Approval upon the plat, over the Mayor's signature, first making sure that the other certifications required by this section have been duly signed.~~

~~3.2. When the certificate of approval by the Town Council has been transcribed on the plat, T~~the Engineering Division shall retain the recording copy until the Town Engineering Manager certifies that the improvement plans have been approved; a computer closure of the plat has been received; the Engineer's estimated cost of said improvements have been approved by the Town Engineering Manager; the subdivision improvement construction assurances are in the form and amount to the satisfaction of the Town ~~Community~~-Development Services Director and that any drainage or other restrictive covenants have been signed, notarized and received from the subdivider.

~~4.3. Upon receipt of the recording fees and documents listed in Subsection 4.5 F.3 the Town shall then cause the final plat to be recorded in the Office of the County Recorder of Maricopa County or Pinal County (whichever county the development is located in).~~

## **G. Required Certification, Signatures, and Notes**

Multiple notations are required to appear on a final plat. The notations that are standard on every final plat include, but are not limited to the following:

1. Assurance Statement as Follows:

### **Assurance Statement:**

Assurance in the form of a cash, performance or subdivision bond or irrevocable letter of credit in an amount of "\$\_\_\_\_\_" has been deposited with the Town Engineering Manager to guarantee construction of the required subdivision improvements.

2. Conveyance and Dedication Statement as Follows:

### **Conveyance and Dedication:**

Know all men by these presents that (owner's name), as owner, have subdivided (or re-subdivided) under the name of (name of subdivision), (add

Section, Township and Range) of the Gila and Salt River Base and Meridian, Maricopa County, Arizona as shown platted hereon, and hereby publishes this plat as and for the plat of said (subdivision name), and hereby declares that said plat sets forth the location and gives the dimensions of all lots, easements, tracts and streets constituting the same, and that each lot, tract and street shall be known by the number, letter and name given each respectively, and that (owner's name), as owner, hereby dedicates to the public for use as such the streets and hereby grants to the public the drainage and public utility easements as shown on said plat. In witness (owner's name), as owner, has hereunto caused its name to be signed and the same to be attested by the signature of (owner or designated signatory and title)

By: \_\_\_\_\_ Date:  
Owner's Name and Title

3. Notary Acknowledgment Statement as Follows:

**Notary Acknowledgment:**

State of Arizona )

County of Maricopa/Pinal )

On this, the \_\_\_\_ day of \_\_\_\_\_, (year), before me the undersigned (title) personally appeared \_\_\_\_\_ (Name) who acknowledges that he/she executed the foregoing instrument for the purposes contained therein.

In witness whereof I hereunto set my hand and official seal

Notary Public

My Commission Expires:

4. Town Approval Signatures Blocks as Follows:

**Town Approval:**

~~Approved by the Town Council of Queen Creek, Arizona, this \_\_\_\_ day of \_\_\_\_\_, (year).~~

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Mayor \_\_\_\_\_ Town Clerk \_\_\_\_\_

**Department Town Approvals:**

This plat was approved as to form by the Town Engineering Manager and the Town Planning Manager.

By: \_\_\_\_\_ date:  
Town ~~Engineering Manager~~ Engineer

By: \_\_\_\_\_ date:  
Town Planning Manager

**Surveyors Certification:**

This is to certify the survey and subdivision premises described and platted hereon were made under my direction during the month of \_\_\_\_\_, (year) that the plat is correct and accurate, that the monuments shown hereon have been located or established as described and lot corners shall be permanently set.

\_\_\_\_\_  
(Surveyor's name and registration number) (Stamp)  
(Surveyor's address)

6. Certificate of Assured Water Supply as follows for all plats. This requirement may be waived by the Town Engineering Manager for commercial plats based on site specific conditions or other information related to the project.

**Assured Water Supply**

The Arizona Department of Water Resources has granted a Certificate of Assured Water Supply, DWR File No. \_\_\_\_\_

7. Deed Restriction Information as Follows:

Covenants, Codes and Restrictions for (name of subdivision) Queen Creek, Arizona are recorded in (document recording number), (county name) County Records.

**SEC. 4.6 REPLATS.**

- A. Any plat involving either of the following two conditions shall be processed in accordance with Section 4.5 of this Ordinance as provided in Section 4.1 of this Ordinance.
  - 1. Dedication of land for a public street or any off-site public improvements. Dedications shall comply with all procedures set forth in Chapter 4 of this Ordinance.
  - 2. Abandonment of a street, alley or public utility easement or other recorded easement in a previously recorded subdivision. Replatting of the affected area, if required, shall be processed concurrently with the abandonment and recorded immediately subsequent to the recordation of the abandonment
- B. The merger of two lots through the use of a lot tie shall comply with the requirements and procedures set forth in this Chapter, as well as the lot tie/merger agreement shown in the Town of Queen Creek Design Standards and Procedures Manual.
- C. Division of a single lot into two separate parcels, shall comply with the requirements set forth in this Chapter and processed as a “lot split”.

**SEC. 4.7 ABANDONMENT OF A RECORDED SUBDIVISION.**

- A. The abandonment of all or part of a recorded subdivision approved pursuant to the laws of the State of Arizona may be initiated by written petition to the ~~Town Council~~Development Services Director. The petition shall be signed by all owners of real property in said subdivision requesting abandonment of all streets, alleys and easements within said subdivision and giving the legal description and recording information thereof.
- B. Applications for the abandonment of a recorded subdivision are filed with the Town ~~Engineering Manager~~ and referred for recommendation to the appropriate Town staff and utility companies. After ~~Town Council~~Town Engineer approval of the abandonment of any streets, alleys and easements within the subdivision, and after Town Council approval of the abandonment resolution for the recorded subdivision, and after the abandonment resolutions are recorded with the County Recorder's Office, the subdivision is removed from the official maps.
- C. Abandonment of public right of way and public use easements may be initiated by submission of a right of way or easement abandonment application signed by all property owners adjacent to, or whose land includes, the public way or easement proposed for abandonment to the Development Services Director~~Town Council~~. All such requests will be referred to the Town Engineering Manager~~ing Manager~~ for review and recommendation. The Town



~~Engineering Manager~~ will consult with appropriate Town and utility company staff to evaluate the ~~effect~~effect of the abandonment on present and future transit and utility systems planned for the area. After Town ~~Council~~Engineer approval of the abandonment of any street, alley or other public right of way or public use easement, the abandonment resolution shall be recorded with the County Recorder's Office, and the right of way or use easement abandoned.

#### **SEC. 4.8 CONDOMINIUM DEVELOPMENTS.**

- A.** The application requirements, processing and approval regulations contained within this Ordinance shall apply to all condominium developments.
- B.** Condominium subdivisions shall also comply with the provisions of this ordinance and The Town of Queen Creek Zoning Ordinance. The location of all building shown on the plat and the manner in which the airspace is to be divided in conveying the condominium shall be clearly defined and a plat completed as would be done for any other subdivision of property.
- C.** In order for the condominium subdivision application to be considered complete, the applicant shall provide to the Town any plans, specifications, reports and/or analysis needed to show that the proposed condominium subdivision is in compliance with this Ordinance and *The Town of Queen Creek Zoning Ordinance*, including but not limited to grading plans, site plans, floor plans, elevations, and landscape plans, drainage reports and traffic impact analyses.

**CHAPTER 5  
PLANNED AREA DEVELOPMENTS AND  
DEVELOPMENT MASTER PLANS**

**SEC. 5.0 GENERAL.**

- A. The purpose of a Planned Area Development (PAD) or a Development Master Plan (DMP) is to provide for the orderly development of land while permitting flexibility in the design and development of residential, commercial, and/or industrial environments of a quality which could not be achieved by traditional lot by lot development under conventional subdivision design. In areas of environmental sensitivity such as the San Tan foothills, Queen Creek or the Sonoqui Wash, or in an effort to preserve open space or agricultural areas free of development that may otherwise occur, a PAD or DMP utilizing a cluster development option is recommended. Use of a PAD or a DMP will allow development of residential subdivisions with lots that are smaller and arranged differently than would otherwise be required by the zoning district within which the project is located.

Any rezoning necessary for the development of a PAD shall be processed in conjunction with, or prior, to consideration of a preliminary plat. Approval of the DMP is to be done in conjunction with a rezoning request, or as a separate second step, in the development of the property in question. Approval of a DMP separate from a rezoning case will be processed as using the same standards as would be required for a rezoning request, as described in Article 3 of the Town of Queen Creek zoning ordinance.

- B. Any PAD development shall abide by the subdivision design standards and principles outlined in Chapter 6 of this Ordinance unless otherwise modified by the Town Council at the time of zoning approval.

~~**SEC. 5.1 PLANNED AREA DEVELOPMENT.**~~

~~A. An application for a PAD shall be made on forms provided by the Planning Division. In addition to the submittal requirements outlined in Chapter 6 of this Ordinance, any application for a PAD shall submit the information, and provide the design elements and amenities as set forth in the Planned Area Development Overlay District of the Zoning Ordinance. Additional information may be necessary as requested by the Planning Department to adequately review the project.~~

~~B. The development progression, for review and approval, of the subdivision of land utilizing a PAD follows the same progressive stages (Stages 1-5) as outlined in Chapter 4 of this Ordinance.~~

~~C. As a prerequisite to the commission hearing for any planned area development, development master plan or cluster development, the applicant is required to hold at~~

~~least one neighborhood meeting at least fifteen (15) calendar days prior to their scheduled planning commission meeting.~~

~~The purpose of the meeting is to provide a means for the applicant, surrounding neighbors and homeowners associations to review preliminary development proposals and solicit input and exchange information about the proposed development~~

~~Neighborhood meetings shall be held at a location near or on the development site. The meeting shall be held on a week day evening or weekend day at a reasonable time and in a publicly accessible place.~~

~~Notification requirements for planned area developments; notice of the meeting shall be provided by the applicant as follows:~~

~~(1) The development site shall be posted with at least one sign having a minimum sign area of sixteen (16) square feet with black copy on a white background not less than fifteen (15) calendar days prior to the date of the neighborhood meeting. Site that exceed five (5) acres in size and/or have frontage on more than one (1) street shall post additional signs at the rate of one additional sign per every ten (10) additional acres or one sign for each street with a maximum of four (4) signs per project. Such signs shall be clearly legible and wherever possible placed adjacent to the right of way of a public street. The notice shall contain the date, time, and location of the meeting and a summary of the request. It shall also have contact information for the application's representative. It shall be the responsibility of the applicant to use reasonable efforts to maintain the sign once it has been placed on the property.~~

~~(2) Notice shall be provided by first class mail not less than thirty (30) calendar days prior to the scheduled commission meeting and not less than fifteen (15) calendar days prior to the date of the neighborhood meeting to:~~

~~A. All property owners of record, chairpersons and management association of homeowners associations, and any neighborhood associations on record with the town at a distance determined in Table 1.~~

~~B. The above noted property owners and management association names shall be obtained from Maricopa County or Pinal County assessor's office, as appropriate.~~

~~(3) a meeting summary shall be submitted to the community development department not less than seven (7) calendar days prior to the planning commission meeting with a written summary of the issues and discussion from the meeting and list of attendees.~~

**Table 1 Notification Requirements**

Type of Case*	Distance Requirement
<del>Minor General Plan Amendments</del>	<del>900'</del>
<del>Major General Plan Amendment</del>	<del>1200'</del>
<del>Rezoning, 5 acres and less</del>	<del>900'</del>
<del>Rezoning, above 5 acres</del>	<del>1200'</del>
<del>Site Plan, 5 acres and less</del>	<del>900'</del>
<del>Site Plan, above 5 acres</del>	<del>1200'</del>
<del>Indoor Conditional Use Permit, up to 2,500 square feet of building/leased area</del>	<del>900'</del>
<del>Indoor Conditional Use Permit, above 2,500 square feet of building/leased area</del>	<del>1200'</del>
<del>Outdoor Conditional Use Permit, 5 acres and less</del>	<del>900'</del>
<del>Outdoor Conditional Use Permit, above 5 acres</del>	<del>1200'</del>
<del>Board of Adjustment Case</del>	<del>900'</del>
<del>* Any case that is part of another application with a larger notification distance, the larger notification distance will be required</del>	

- E. Residential lots extending through the block and having frontage on two parallel streets which are both local streets or one of which is a local street and the other is a collector street shall not be permitted; except where approved by the Town Engineering Manager based on site specific conditions.
- F. Where steep topography (exceeding 15% in grade), unusual soil conditions, drainage problems, abrupt changes in land use or traffic safety based on sight and visibility or inadequacy of public facilities that would not allow a lot to be buildable without a variance or waiver, the ~~Town Council~~ Development Services Director or designee may deny the creation of the lot.
- G. Individual residential lots on curvilinear streets shall have rear lot lines consisting of a series of straight lines with the points of deflection occurring at the junction of side and rear lot lines, unless otherwise approved by the Town Engineering Manager.

**SEC. 6.6 EASEMENT PLANNING.**

- A. Easements will be required for all private utilities outside of the street right-of-way and shall be placed along lot lines as required by the utility companies and/or as directed by the Town Engineering Manager..
- B. Where a stream, wash or important surface drainage course abuts or crosses a development, dedication of a drainage easement of a width sufficient to permit widening, deepening, relocating, or protecting and maintaining said water course shall be required. Drainage easement width shall be approved by the Town Engineering Manager, and where appropriate, the Maricopa and/or Pinal County Flood Control District based upon the hydrological analysis of a 100 year frequency storm.
- C. All drainage channels, washes, or ditches which convey a 100 year frequency storm flow volume exceeding a flow rate of one hundred (100) cubic feet per second shall be designated as Tracts with drainage easements. When it is determined by the Town Engineering Manager that the topographic conditions and wash alignments on the parcel will result in extraordinary development constraints, a drainage easement may be accepted, without a Tract designation.
- D. All storm water retention basins shall be designated as drainage easements.
- E. Vehicular cross-access easements shall be required where deemed necessary by the Town Engineering Manager and Town Traffic Engineer to accommodate lot planning issues, minimize driveway locations and provide vehicular accessibility to adjacent properties.

- F. Sidewalk easements of a minimum of five (5) feet in width shall be required when the proposed sidewalk is not contained within the public right of way. The final sidewalk easement width will be determined by the Town Engineering Manager.

**SEC. 6.7 STREET NAMING**

- A. Street names shall comply with the overall Maricopa and Pinal County street naming systems for section line and half section line roads, as well as per the Town of Queen Creek Street Naming and Lot Numbering System shown in the Town of Queen Creek Design Standards and Procedures Manual.
- B. Street names should be consistent with the natural alignment and extension of existing named streets.
- C. ~~All proposed public and private street names/types shall be approved by the GIS Department or authorized staff prior to approval of the final plat. The developer shall propose the street names at the preliminary plat submittal stage and the names shall be recommended by the Commission and approved by Council.~~
- D. Street name signs shall be placed at all street intersections and be in place by the time the street pavement is ready for use. Specifications for design, construction, location, and installation shall conform to the Town of Queen Creek Design Standards and Procedures Manual.

**SEC. 6.8 DRAINAGE**

- A. Proper and adequate provision shall be made for disposal of storm water; this shall apply equally to grading of private properties and to public streets. Existing major water courses shall be maintained as drainage ways. Drainage systems shall meet the requirements of the "Drainage Design Manual" for Maricopa County Arizona, Volumes I, II & III.
- B. Post development flows can not exceed pre-development flows in peak runoff, volume, or velocity and may not concentrate sheet flows without down stream off-site control.
- C. If drywells are necessary they shall be spaced as far a part as possible and only 50% of the percolation capacity can be used in calculating the required number of drywells to be utilized. In addition, a private maintenance plan shall be prepared that provides for routine inspection and maintenance to the approval of the Town Engineering Manager.

**SEC. 6.9 SANITARY SEWAGE DISPOSAL.**

the nature of the project, as determined by the Town Engineering Manager and/or the Town Traffic Engineer.

### **SEC. 7.3 IMPROVEMENT PLAN REVIEW PROCESS**

- A.** Copies of plans shall be submitted to the Town and shall be distributed by the Town to the appropriate agencies.
- B.** The Town staff will review and comment on the submittal for accuracy, completeness, compliance with the preliminary plat and/or site plan and all stipulations made by town staff, the Planning Commission, and/or Town Council, the requirements of the ~~Subdivision~~ Technical Review Committee, and the requirements by other agencies, as well as conformance with all Town Codes.
- C.** All improvement plans, reports and other documentation will be returned to the Engineer and Landscape Architect of record for corrections, additions and revisions.
- D.** Prior to the recording of the plat the following items must be submitted before final plat approval:
  - 1. A signature block of approval of engineering plans signed by the Town Engineering Manager.
  - 2. A certification that an Agreement, if required, between the Town and subdivider has been executed.
  - 3. A letter of agreement between the serving utilities and the developer.
  - 4. Required assurances for construction (such as a performance bond, cash, or irrevocable letter of credit), sewer buy in fees, cash in lieu of construction, or any type of shared cost participation fee.
  - 5. Developer cost participation agreements and fees.
  - 6. A certificate of assured water supply
  - 7. All other easements, maps of dedication, warranty deeds and other legal documents which need to be recorded.
- E.** If the engineering plans have not been approved within 90 days, the ~~Council~~ Development Services Director or designee may require that the final plat be resubmitted.

### **SEC.7.4 DEFERRED IMPROVEMENTS**

- A.** Subdivisions of four (4) or Less Parcels: The frontage improvements may

be deferred when deemed appropriate by the Town Engineering Manager. Deferral will be allowed when the Town Engineering Manager finds that construction is impractical due to physical constraints, timing of future adjacent improvements or the surrounding neighborhood is absent similar improvements. When improvements are deferred, the subdivider shall pay cash in lieu for the future installation of all improvements as determined by the Town. This shall not relieve the owner from any other specific requirements of the Subdivision Final Plat or this Subdivision Ordinance.

**B. Remainders:** Where remainders are made part of a Subdivision Final Plat, the subdivider may enter into an agreement, per a recommendation by the Town Engineering Manager, with the Town to construct improvements within, and along exterior boundaries of the remainder parcel at a future date and prior to the issuance of a permit or other entitlement for development of a remainder parcel. The improvements shall be at the subdivider's expense. In absence of an agreement, the Town may require completion of the construction improvements within a reasonable specified time following approval of the Subdivision Final Plat upon a finding that completion of the improvements is necessary for the following reasons:

1. The public health and safety; or
2. The required construction is a mandatory prerequisite to the orderly development of the area.

## **SEC. 7.5 ASSURANCES BY SUBDIVIDER**

### **A. Agreement by Subdivider:**

1. The subdivision improvements in an approved development may be constructed in practical increments in accordance with a ~~Council~~-Town approved Phasing Plan subject to provisions for satisfactory drainage, traffic, circulation, utilities, landscaping and other elements of the total development plan.
2. The improvements shall be constructed in accordance with plans approved by the Town and shall be completed within an agreed specific time period.
3. The subdivider shall give adequate Assurance for Construction for each phase in accordance with this Ordinance and to the satisfaction of the Town and Town Attorney.
4. Once a construction permit has been issued for improvements under the Assurance of Construction, work shall proceed without interruption until the improvements are accepted by the Town.



~~**PLANNED AREA DEVELOPMENT (PAD):** A development of 40 or more acres, in which flexibility can be permitted in the zoning standards, in order to encourage more creativity and sustainable design, thereby providing usable open spaces within and about the development and enhancing the rural character of the Town.~~

**PLAT:** A map which provides for changes in land use or ownership.

1. **Preliminary Plat:** A tentative map, including supporting data, indicating a proposed subdivision design, prepared by a registered civil engineer, or a registered land surveyor, in accordance with this ordinance and the Arizona Revised Statutes. A preliminary site plan for a condominium development shall be considered a preliminary plat.
2. **Final Plat:** A final map of all of a subdivision, including supporting data, in substantial conformance to an approved preliminary plat, prepared by a registered land surveyor, in accordance with this Ordinance and the Arizona Revised Statutes.
3. **Recorded Plat:** A final plat bearing all certificates of approval required by this Ordinance and the Arizona Revised Statutes and duly recorded in the Maricopa County Recorder's Office and/or the Pinal County Recorder's Office.
4. **Reversionary Plat:**
  - a. A map for the purpose of reverting previously subdivided acreage to unsubdivided acreage, or;
  - b. A map for the purpose of vacating rights of way previously dedicated to the public and abandoned under procedures prescribed by the Town Code, or;
  - c. A map for the purpose of vacating or redescribing lot or parcel boundaries previously recorded.

**PRE-APPLICATION CONFERENCE:** An initial meeting between subdivider and municipal representatives which affords subdivider the opportunity to present their proposals informally and discuss the project and address any items of controversy or requirements before the preliminary plat is submitted.

**PRELIMINARY APPROVAL:** Affirmative action on a preliminary plat, noted upon prints of the plat, indicating that approval of a final plat will be forthcoming upon satisfaction of specified stipulations; and which constitutes authorization to submit final engineering plans and the final plat.

**PRIVATE ACCESS WAY:** Any private street or private way of access dedicated as a tract to one or more lots or air spaces which is owned and maintained by an individual or group of individuals and has been improved in accordance with Town standards and plans approved by the Engineering Manager. A private access way is intended to apply where its use is logically consistent with a desire for neighborhood identification and control of access, and where special design concepts may be involved, such as within planned area developments, hillside areas and condominiums.

# Proposed Text Amendments: Final Plat and RDR Approval Authority

April 17, 2024  
Town Council



## Efficiencies and Improvements

- Admin. approval for RDR applications (rather than Commission review and approval)
- Admin. approval for Final Plats (rather than Council review and approval)



# Summary

## Proposed RDR TA- Zoning Ordinance and Design Standards Amendments

- Changes RDR application approval authority from Planning Commission to the Planning Administrator
- Allows for Planning Administrator interpretations or decisions to be appealed to the Commission

## Proposed Final Plat TA - Subdivision Ordinance Amendments

- Changes Final Plat approval authority from Town Council to the Development Services Director or designee
- Clarifies current approval processes for other applications (map of dedication, etc.)
- Corrects references for consistency between the Zoning Ordinance and Subdivision Ordinance
- Updates processes to reflect administrative approval
- Deletes public notice procedures for preliminary plats
- Updates Town signature block language
- Deletes Planned Area Development section (Planned Area Development processes and requirements are identified in the Zoning Ordinance)

Other minor amendments from previously approved text amendments and general clean up of outdated or duplicate information are also included in the proposed text amendments.

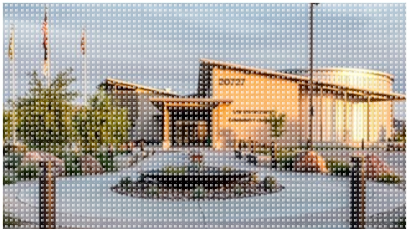
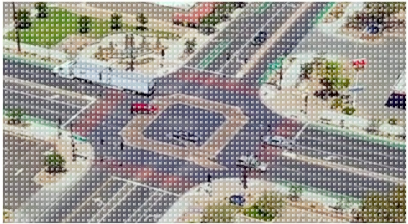
## Next Steps



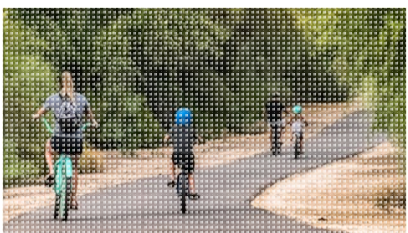
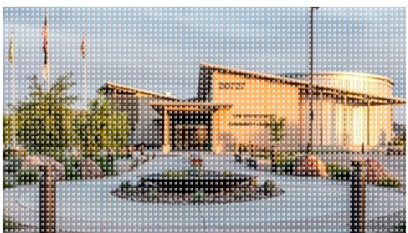
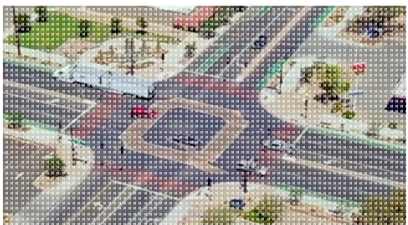
Planning Commission: May 8



Town Council: May 15



Questions or Comments?



Thank you!



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** RANDY BRICE, CHIEF OF POLICE, HEATHER WILKEY, INTERGOVERNMENTAL RELATIONS DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1586-24 SEEKING STATE LEGISLATION TO ENSURE THE PROTECTION OF WITNESSES' NAMES IN THE RELEASE OF PUBLIC RECORDS RELATED TO CRIMINAL INVESTIGATIONS.

**DATE:** April 17, 2024

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**Suggested Action:**

Move to approve Resolution 1586-24 seeking state legislation to ensure the protection of witnesses' names in the release of public records related to criminal investigations.

**Relevant Council Goal(s):**

- Safe Community
- Effective Government

**Discussion:**

The Town of Queen Creek Police Department is required to operate within the parameters of Arizona Revised Statutes with regards to the fulfilling of public records requests. With respect to criminal investigations, Arizona Revised Statute (A.R.S.) § 39-123.01 protects the personal identifying information of crime witnesses to include date of birth, social security number, telephone number, home address, e-mail address and official state/government issued driver license or identification number but does not include the name of the witness itself. Witnesses aid law enforcement in the sharing of critical information in the pursuit of justice and may be called to testify by the prosecution team in criminal court proceedings. For these reasons and the continued safety and wellbeing of our residents, staff is seeking to work with the Arizona State Legislature in the amendment of A.R.S. § 39-123.01 to include witnesses' names.

**Fiscal Impact:**

There is no fiscal impact associated with the adoption of Resolution 1586-24 seeking state legislation to ensure the protection of witnesses' names in the release of public records related to criminal investigations.

**Alternatives:**

The Town Council may decide to not approve Resolution 1586-24 seeking state legislation to ensure the protection of witnesses' names in the release of public records related to criminal investigations.

**Attachment(s):**

1. [Witness Public Records Resolution.pdf](#)

**RESOLUTION NO. 1586-24**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, SEEKING STATE LEGISLATION TO ENSURE THE PROTECTION OF WITNESSES' NAMES IN THE RELEASE OF PUBLIC RECORDS RELATED TO CRIMINAL INVESTIGATIONS.**

**WHEREAS**, the Town of Queen Creek's top priority is the safety and wellbeing of our residents; and

**WHEREAS**, witnesses aid law enforcement in the sharing of critical information in the pursuit of justice for victims of crime; and

**WHEREAS**, key witnesses may be called to testify by the prosecution team in criminal court proceedings; and

**WHEREAS**, the Town of Queen Creek seeks to collaborate with the Arizona State Legislature in the best interests of our shared constituency; and

**WHEREAS**, Arizona Revised Statute § 39-123.01 protects the personal identifying information of crime witnesses to include date of birth, social security number, telephone number, home address, e-mail address and official state/government issued driver license or identification number but does not include the name of the witness itself;

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

**Section 1:** That all reasonable efforts should be exhausted in seeking legislation which amends Arizona Revised Statute § 39-123.01 to include the names of all witnesses, ultimately barring them from being publicly disclosed in the release of public records.

**PASSED AND ADOPTED** by the Common Council of the Town of Queen Creek, Arizona, this 17th day of April, 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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

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

REVIEWED BY:

APPROVED AS TO FORM:

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

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Dickinson Wright, PLLC  
Town Attorneys