



## AGENDA

### Queen Creek Town Council Regular Session

Community Chambers, 20727 E Civic Parkway

May 15, 2024 | 6:30 PM

(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:** Pastor Jim Remington, Calvary Chapel
- 5. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
  - A. Citizen Leadership Institute Presentations and Graduation
- 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. Transportation Advisory Committee (May 9, 2024)
    2. Downtown Arts & Placemaking Advisory Subcommittee (May 9, 2024)

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 May 1, 2024 Regular Session minutes.
  - B. Consideration and possible approval of Expenditures \$25,000 and over, pursuant to Town Purchasing Policy. (FY 23/24 Budget Items)
    1. Brinc Inc - UAV Public Safety System/Integrated DFR program which includes UAS program equipment, supplies, software, systems, training, services, support, and transition to NDAA compliant devices - \$245,000 (Police)
  - C. Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Chandler Unified School District for a School Resource Officer (SRO) at the Casteel High School (this is an FY24-25 budgeted FTE).
  - D. Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Queen Creek Unified School District for a School Resource Officer (SRO) at the Queen Creek High School (this is an FY24-25 budgeted FTE).
  - E. Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Queen Creek Unified School District for a School Resource Officer (SRO) at the Crismon High School (this is an FY24-25 budgeted FTE).
  - F. Consideration and possible approval of an Intergovernmental Agreement with the City of Apache Junction, the City of Chandler, the Town of Gilbert, the City of Mesa, the Town of Paradise Valley, the City of Scottsdale, and the City of Tempe to create the East Valley Critical Incident Response Team (EVCIRT) for the criminal investigation of Critical Force Incidents within these jurisdictions and the Town of Queen Creek pursuant to A.R.S. § 41- 1762, and to create a framework for the operation of the EVCIRT.
  - G. Consideration and possible approval of Resolution 1590-24 approving annexation of Assessor's Parcel Numbers 304-90-393 and 304-90-004G, currently located within the Town of Queen Creek boundaries, into the Rancho Jardines Irrigation District.
  - H. Consideration and possible approval of Resolution 1591-24 approving the development agreement with Queen Creek Acres Limited Partnership, to facilitate the development of approximately 131-acres, generally located at the northeast corner of Meridian and Combs roads and to facilitate the potential land acquisition and development of an approximately 30-acres (net) Town park site located at the southeast corner of Meridian Road and the Queen Creek Wash.

- I. Consideration and possible approval of Resolution 1593-24 approving changes to the financial policies and governing guidance included with the FY 2023-24 Budget and approving the updated Purchasing Policy.
- J. Consideration and possible approval of Resolution 1594-24 approving a Development Agreement between the Town, Pinal County and LG Energy Solution Arizona ESS, Inc., for the development on a 90-acre site located within the corporate limits of Queen Creek, Arizona and owned by LG Energy Solution Arizona, Inc., and authorizing and directing the Mayor, Town Manager, Town Clerk, and Town Attorney to negotiate, finalize and execute the Development Agreement and all other documents and instruments and to take such actions as necessary or appropriate to consummate the transactions contemplated by this Resolution.

**9. 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. None.

**10. 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. Discussion and possible approval of the FY 24-25 Town of Queen Creek Corporate Strategic Plan.

**11. 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 action on Case P23-0109 Madera Retail Center Starbucks Conditional Use Permit, a request by Alex Pitrofsky of Simon CRE for CUP approval to operate a drive-thru coffee restaurant outside of the hours of 6:00am and 10:00pm. The site is generally located approximately 370-feet south of the southeast corner of Queen Creek and Signal Butte roads.

B. Public Hearing and possible action on Ordinance 836-24 Case P24-0044 Subdivision and Zoning Ordinance Text Amendments - Final Plat Approval, a staff initiated text amendment to modify the approval authority over final plat applications from the Town Council to the Development Services Director or designee.

C. Public Hearing and possible action on Ordinance 837-24 Case P24-0043 "Zoning Ordinance and Design Standards Text Amendments - Residential Design Review Approval", a staff initiated text amendment to modify the approval authority over residential design review applications from the Planning Commission to the Planning Administrator.

- 12. 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. Public Hearing on the Town's Land Use Assumptions and Infrastructure Improvement Plan Associated with the Development Impact Fee Update.
  - B. Public Hearing and possible action on Ordinance No. 838-24, Case P23-0168 Bosma Farms Rezoning a request to Rezone the subject site from R1-18/PAD (Suburban Residential) to R1-5 (Urban Development) and MDR/PAD (Medium Density Residential) for an approximate 136-acre residential development. The subject site is located north and east of the northeast corner of Combs and Meridian roads.
  - C. Public Hearing and possible action on Ordinance no. 834-24, case P23-0185 Queen Creek Industrial Campus a request to Rezone the subject site from EMP-B (General Industrial District) to EMP-B with a PAD Overlay to allow additional building heights up to 120'. The approximate 240-acre site is located at the southeast corner of Crismon and Germann roads.
  - D. Public Hearing on the Town's FY 2024-25 Final Budget.
- 13. Recess of the Regular Session**

#### **SPECIAL SESSION**

**14. Call to Order of the Special Session:**

**15. Roll Call:**

**16. Final Action:**

- A. Discussion and possible action on Resolution 1592-24 adopting the FY 2024-25 Final Town Budget.

**17. Adjournment of the Special Session:**

**18. Reconvene the Regular Session:**

**19. Adjournment of the Regular Session:**

I, Maria Gonzalez, do hereby certify that I caused to be posted this 7th day of May, the Agenda for the May 15, 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.



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 MAY 1, 2024 REGULAR SESSION MINUTES.  
**DATE:** May 15, 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 05-01-24 DRAFT.pdf](#)



**Minutes**  
**Town Council Regular Session**  
Community Chambers, 20727 E. Civic Parkway  
Wednesday, May 1, 2024  
6:30 PM

1) **Call to Order:**

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:**

4) **Invocation/Moment of Silence: Reverend Sylvia Harris, Song of Life Methodist Church**

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

5.A) Star Student Recognition

5.B) Proclamation: Economic Development Week

5.C) Proclamation: Small Business Week

5.D) Proclamation: Travel and Tourism Week

5.E) Proclamation: Public Works Week

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.

Agenda Item 6A - Committee Reports.pdf

- 6.B) Committee and outside agency reports (only as scheduled):  
1. None.

**7) Public Comments:**

Bridget Vega expressed her thoughts/concerns regarding teen violence.

**8) Consent Agenda:**

- 8.A) Consideration and possible approval of the April 17, 2024 Regular Session minutes.

**Department:** Town Clerk's Office

Staff Report

Draft Minutes 04-17-24.pdf

- 8.B) Consideration and possible approval of the April 8 and April 9, 2024 Town Council Budget Meeting minutes.

**Department:** Town Clerk's Office

Staff Report

Budget Minutes 04-08-24 -04-09-24 Draft.docx

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

**Department:** Finance

Staff Report

Expenditures over \$25,000 - May 1, 2024.pdf

- 8.D) Consideration and possible approval of Job Order #02 under Contract 2023-039 with Nesbitt Contracting Co., Inc. for the Town Center Structure Demolition (CIP Project No. TC020) totaling \$84,041 (FY23/24 budgeted item within the Town Center Fund).

**Department:** Capital Improvement Projects

Staff Report

TC020 Project Site Exhibit.pdf

[TC020 Nesbitt Job Order #2.pdf](#)

- 8.E) Consideration and possible approval of Job Order #002 with Haydon Companies LLC. for the Wales Ranch Sewer Line Extension (CIP Project No. WW104) in an amount not to exceed \$676,650 and related budget adjustments.

**Department:** Capital Improvement Projects

[Staff Report](#)

[WW104 Wales Ranch Sewer Staff Report.pdf](#)

[WW104 Project Site Map.pdf](#)

[WW104 Haydon Job Order #002.pdf](#)

- 8.F) Consideration and possible approval of three items: (1) A budget adjustment totaling \$1,036,987 from Contingency and to the Town Center Streets: Aldecoa Drive, Munoz Street and Summers Place Improvements (CIP Project No. AR050) to true up the total budget programmed for this project as reflected in the Town's five-year Capital Improvement Plan, per the Town's newly adopted budgeting approach for CIP non-priority projects; (2) A budget adjustment to true up the funding required among the three funding sources wastewater, water and roads, which has a net zero impact; and (3) Amendment #03 to Delegation Resolution #1461-22 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 the construction and completion of the Town's Center Streets: Aldecoa Drive, Munoz Street and Summers Place Improvements (CIP Project No. AR050) increasing the total Resolution amount by \$370,605 for a total amended Resolution not to exceed the amount of \$14,196,095.

**Department:** Capital Improvement Projects

[Staff Report](#)

[AR050 Town Center Streets Staff Report.pdf](#)

[AR050 Project Site Exhibit.pdf](#)

[AR050 DR 1461-22 Amend 03.pdf](#)

[AR050 DR Amend #3 Exhibit 1.pdf](#)

- 8.G) Consideration and possible approval of Resolution 1587-24 creating Street Light Improvement District Number 143, (No. 2024-015 for Fulton Homes Barney Farms Phase 3).

**Department:** Development Services



Staff Report

Aerial Map - Fulton Homes Barney Farms Phase 3.pdf

Resolution 1587-24 - Fulton Homes Barney Farms Phase 3.pdf

Attachments - Fulton Homes Barney Farms Phase 3.pdf

- 8.H) Consideration and possible approval of Resolution 1588-24 creating Street Light Improvement District Number 164, (No. 2024-014 for Jorde Farms Phase 2).

**Department:** Development Services

Staff Report

Aerial Exhibit - Jorde Farms Phase 2.pdf

Resolution 1588-24 - Jorde Farms Phase 2.pdf

Attachments - Jorde Farms Phase 2.pdf

- 8.I) Consideration and possible approval of Resolution 1589-24 approving the transfer of approximately 3 acres of water service area from the Town of Queen Creek to EPCOR Water Arizona, Inc. and authorizing and directing the Town Manager and Town Attorney to take all actions necessary to carry out the final negotiation, drafting, execution and implementation of the transfer.

**Department:** Utilities

Staff Report

Resolution 1589-24

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

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

**MOVER:** Bryan McClure, Council Member

**SECONDER:** Robin Benning, Council Member

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

9) **Public Hearing Consent Agenda:**

- 9.A) Consideration and possible recommendation of approval on a new Series 012 Restaurant Liquor License application submitted by Andrea Dahlman Lewkowitz on behalf of Macayo's Mexican Food located at 24460 E Ocoillo

Road, Queen Creek.

**Department:** Town Clerk's Office

Staff Report

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

LGB Public Report

QCPD Report

- 9.B) 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 southeast corner of Power and Rittenhouse roads

**Department:** Development Services

Staff Report

Aerial

General Plan

Zoning Map

Site Plan

Project Narrative

Parking Analysis

Letter in Support

Staff Presentation

- 9.C) **A CONTINUANCE HAS BEEN REQUESTED ON THIS CASE TO JULY 17, 2024.** Public Hearing and possible action on Case P23-0186 Rain Deck Bus Storage CUP, a request from Greg Davis, IPlan Consulting, for Conditional Use Permit approval to allow for the outdoor storage of school buses within the existing fenced property, located north of the Northeast corner of Ellsworth and Rittenhouse roads

**Department:** Development Services

Staff Report

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

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

**MOVER:** Jeff Brown, Council Member

**SECONDER:** Robin Benning, Council Member

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

**10) Public Hearings:**

10.A) **A CONTINUANCE ON THIS ITEM HAS BEEN REQUESTED TO MAY 15, 2024.** Public Hearing and possible action on Ordinance no. 834-24, case P23-0185 Queen Creek Industrial Campus a request to Rezone the subject site from EMP-B (General Industrial District) to EMP-B with a PAD Overlay to allow additional building heights up to 120'. The approximate 240-acre site is located at the southeast corner of Crismon and Germann roads.

**Department:** Development Services

Staff Report

Aerial Exhibit.pdf

Existing Zoning.pdf

Proposed Zoning.pdf

QCIC - Site Plan Height Exhibit v2 (1).pdf

General Plan.pdf

QCIC - Site Section (1).pdf

QCIC - Proposed Access Locations v2 (1).pdf

QCIC - PAD Narrative v2 (1).pdf

Ord 834-24.pdf

Council QCIC Staff Presentation.ppt

**MOTION:** To approve a continuance to the May 15, 2024 Town Council meeting.

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

**MOVER:** Jeff Brown, Council Member

**SECONDER:** Robin Benning, Council Member

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

10.B) **THIS ITEM WAS OFFICIALLY WITHDRAWN BY THE APPLICANT.** A CONTINUANCE ON THIS ITEM HAS BEEN REQUESTED TO JUNE 5, 2024. Public Hearing and possible action on Ordinance No. 835-24, Cases P23-0141 and P23-0142 Beckett Power Ranch Rezoning and Site Plan. The request is to Rezone the approximate 16.8 acre site from C-2 (General Commercial) to HDR (High Density Residential) along with Site Plan approval for the development of a 340-unit multi-family development. The subject site is located east of the northeast corner of Germann and Power roads.

**Department:** Development Services

Although the item was formally withdrawn at 5:36 p.m. by the Applicant, the Mayor and Council opened the Public Hearing for those in attendance wishing to be heard. The following requested to speak:

- Joe Kolnick, 18585 E Raven Dr.
- Andrew Bennet, 21899 E Vista del Sol
- Connie Johnston, 18954 E Raven Dr.
- Victoria Obenour, 18646 E Seagull Dr.
- Meagan Zornes, 18892 E Seagull Dr.

[Staff Report](#)

[Aerial Exhibit.pdf](#)

[General Plan Map.pdf](#)

[Current Zoning Map.pdf](#)

[Proposed Zoning Exhibit.pdf](#)

[Development Booklet.pdf](#)

[Beckett Power Ranch Neighborhood Meeting Summaries.pdf](#)

[Support - All.pdf](#)

[Opposed - Residents.pdf](#)

[Opposed - Non Resident.pdf](#)

[Ord 835-24.pdf](#)

[Council Presentation.pdf](#)

**11) Items for Discussion:**

11.A) Discussion regarding nighttime construction for public and private construction and pavement preservation projects.

**Department:** Public Works

**12) Final Action:**

12.A) Consideration and possible action on the Town's FY 2024-25 Tentative Budget of \$723.8M and Request to set the Public Hearing for May 15, 2024 for the Final Budget per requirements under Arizona State Statutes.

**Department:** Finance

[Staff Report](#)

[Schedule of FY 2024-25 Tentative Budget by Fund](#)

[Required State Budget Forms \(Schedules A-G\)](#)

[FY 2024-25 Budget Meeting Follow-Up Memo](#)

[FY 24-25 Tentative Budget Presentation](#)

**MOTION:** To approve the Town's FY 2024-25 Tentative Budget of \$723.8 million and set May 15, 2024 at 6:30 p.m. as the date and time of the public hearing for the FY 2024-25 Final Budget as required under Arizona State statutes.

**RESULT:** Approved (6-1)

**MOVER:** Jeff Brown, Council Member

**SECONDER:** Bryan McClure, Council Member

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

**NAYS:** Travis Padilla, Council Member

**13) Adjournment:**

The Town Council reconvened into Executive Session at 8:29 p.m. The Regular Session reconvened and adjourned at 10:08 p.m.

TOWN OF QUEEN CREEK

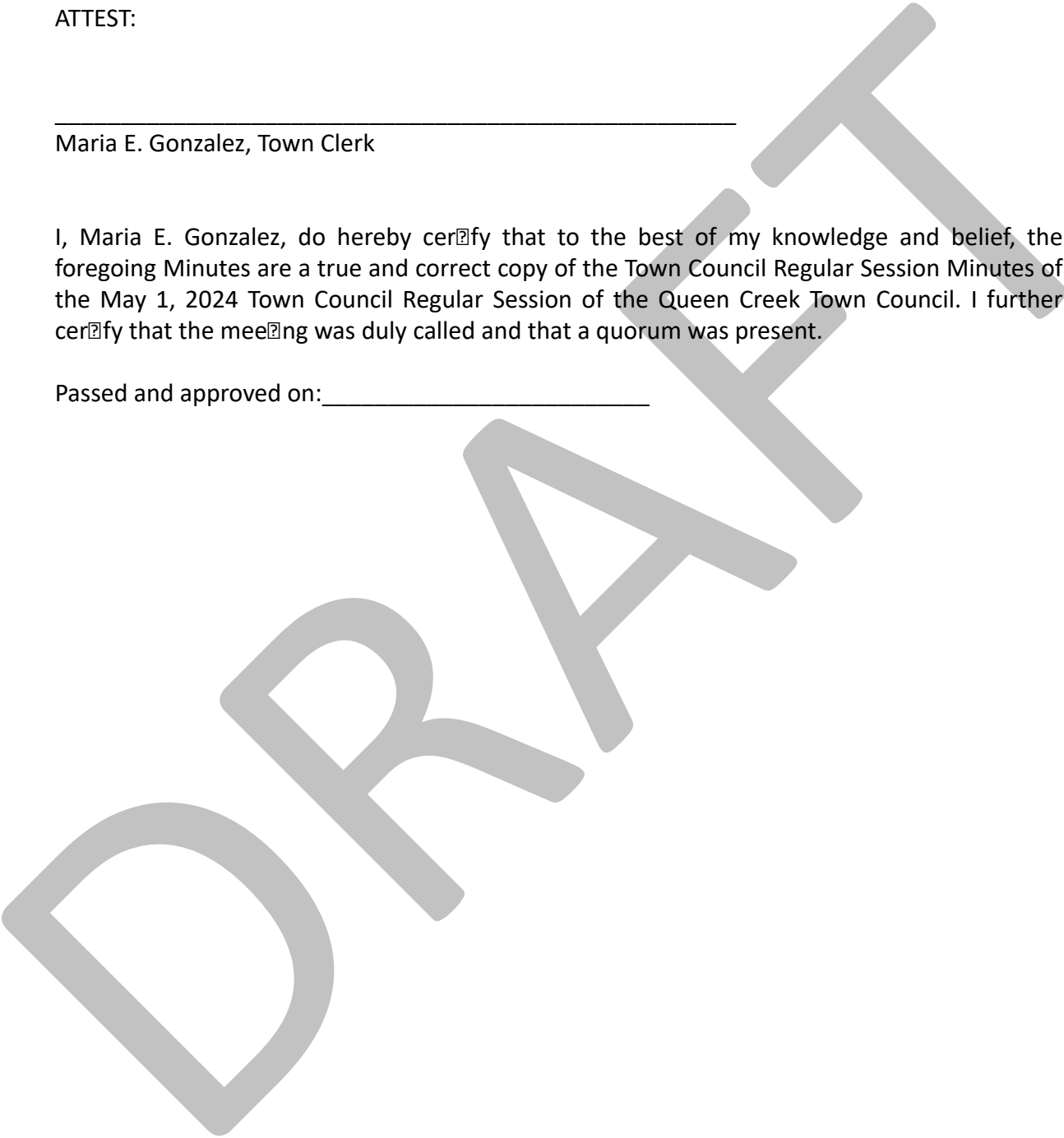
\_\_\_\_\_  
Julia Wheatley, Mayor

ATTEST:

\_\_\_\_\_  
Maria E. Gonzalez, Town Clerk

I, Maria E. Gonzalez, do hereby certify that to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Town Council Regular Session Minutes of the May 1, 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: \_\_\_\_\_





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:** May 15, 2024

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**Suggested Action:**

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

**Discussion:**

The following item being requested is:

1. Brinc Inc - UAV Public Safety System/Integrated DFR program which includes UAS program equipment, supplies, software, systems, training, services, support, and transition to NDAA compliant devices - \$245,000 (Police)

**Fiscal Impact:**

The fiscal impact of the requested spending authority for the above expenditure is \$245,000. 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 \\$25k - May 15, 2024.pdf](#)

**Attachment: Expenditures \$25,000 and Over  
Budgeted in Fiscal Year 23/24  
May 15, 2024**

<b>Item #</b>	<b>Vendor(s)</b>	<b>Description</b>	<b>Purpose</b>	<b>Requesting Dept(s)</b>	<b>Fiscal Impact \$</b>	<b>Procurement Method</b>	<b>Alternative</b>
1	Brinc, Inc.	UAV Public Safety System	Spending authority for Integrated DFR - UAS system equipment, supplies, software, training, services, and support. This authority allows QCPD to incorporate current Brinc UAVs into the new service, support, and refresh schedule while transitioning a portion of our current UAS fleet from foreign-made to American NDAA compliant devices.	Police	\$245,000	BuyBoard Contract #718-23	Council could choose not to approve this spending authority and instruct QCPD to operate with current equipment. However, pending legislation may render our fleet completely useless/inoperable in the near future. This would substantially increase liability, significantly reduce officer safety, and limit our capacity to serve the community. In addition, regardless of legislation, we would also lack the ability to consistently launch UAV/Air support for immediate/emergent situations.





TOWN OF  
**QUEEN CREEK**  
ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** RANDY BRICE, CHIEF OF POLICE

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CHANDLER UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER (SRO) AT THE CASTEEL HIGH SCHOOL (THIS IS AN FY24-25 BUDGETED FTE).

**DATE:** May 15, 2024

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**Suggested Action:**

Staff recommends approval of the Intergovernmental Agreement (IGA) with the Chandler Unified School District for a School Resource Officer (SRO) at the Casteel High School.

**Relevant Council Goal(s):**

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

**Project Information:**

None

**Discussion:**

The Town of Queen Creek has established a mutually beneficial relationship with the Chandler Unified School District for the purpose of placing a school resource officer on school grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, school resource officers maintain a visible presence on campus, deter delinquent and violent behaviors, serve as an available resource to the school community, and provide students and staff with Law-Related Education instruction and training.

The Town has had an Intergovernmental Agreement (IGA) with the Chandler School District (CUSD) on this campus for several years. It is anticipated that CUSD will be awarded a School Safety Program grant through the Arizona Department of Education that will pay for a portion of the required reimbursement costs. Because the grant requires the IGA to include specific language referencing the grant, the Town and CUSD must enter into a new IGA for this site on an annual basis.

According to the updated Town policy, Resolution 1519-23, school districts must reimburse the Town for 50 percent of the operational costs and 75 percent of new capital/one-time costs associated with the school resource officer(s) assigned to their campus. Currently, one school resource officer is assigned to the Casteel High School campus. Capital expenses for vehicle needs and related equipment were covered under a past IGA, and no new capital equipment is needed at this time.

**Fiscal Impact:**

The school resource officer position is currently included in the approved FY24-25 budget. Approval

of the IGA allows the Town to invoice the Chandler School District for 50 percent of the operational costs associated with the school resource officer.

For FY24-25, the operational costs for the assigned SRO would be \$132,014, of which 50% represents \$66,007. This includes the base salary and benefits. The total school portion equates to \$66,007, with the Town's portion also totaling \$66,007. If the IGA is approved, the School District will be invoiced for \$66,007.

**Alternatives:**

1. The Council could choose not to approve the agreement and redirect the budgeted FTE to another assignment.
2. The Council could choose not to approve the agreement and direct staff to maintain the FTE at the school site without any reimbursement or funding from the CUSD.

**Attachment(s):**

1. [SRO IGA-CUSD\\_Casteel-FY24-25.docx](#)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF QUEEN CREEK,  
ARIZONA AND  
THE CHANDLER UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) made this day \_\_\_ of \_\_\_\_\_, 2024 by and between the Town of Queen Creek, Arizona, a municipal corporation (hereinafter referred to as the “Town”), and the Chandler Unified School District, a political subdivision of the State of Arizona (hereinafter referred to as “CUSD”).

**1. STATUTORY AUTHORITY**

The Town is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the Town.

CUSD is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the CUSD.

**2. BACKGROUND AND PURPOSE OF THE AGREEMENT**

The Town and CUSD desire to work in cooperation for the purpose of placing a School Resource Officer (“SRO”) at Casteel High School (“Campus”) grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, SROs maintain a visible presence on campus; deter delinquent and violent behaviors; and serve as an available resource to the school community.

**3. SCHOOL SAFETY PROGRAM GRANT**

The Parties agree and understand that CUSD’s participation in this Agreement is partially funded through a School Safety Program Grant (“SSP Grant”) administered by the Arizona Department of Education (“ADE”). The Parties understand and acknowledge that SSP Grant Funds are conditioned upon the acceptance of each entity of the roles and responsibilities established by the School Safety Program Guidance Manual (“Guidelines”),

A copy of the Guidelines is attached here as Exhibit A. The Parties understand and agree that the Guidelines may be amended from time to time by ADE. This Agreement shall constitute the “Service Agreement” between the Parties as required by the Guidelines.

**4. CUSD OBLIGATIONS**

CUSD shall:

- 4.1. Accept the Guidelines of the ADE SSP grant.
- 4.2. Not interfere with the duties of the SRO as a sworn law enforcement officer.
- 4.3. Reimburse Town for 50% of annual costs related to the employment of the SRO, including but not limited to base salary, operational costs, authorized overtime, benefits, training, and supplies. Payments may be issued from a combination of the amount allocated through the

School Safety Program Grant (“SSP Grant”) awarded to CUSD by the Arizona Department of Education and other CUSD budgeted funds. The grant does not provide funding for overtime.

- Total costs for FY24-25 to CUSD will be \$66,007.

4.4. Pay the Town within 30 days of receipt of an invoice from the Town. The requested payment(s) will be for costs (related to section 4.3) related to conditions of employment and activities directly related to the school site or students (on and off campus). CUSD shall pay late fees as established between the parties and set forth in this Agreement.

4.5. Assist SRO in developing programs and providing consultation regarding safety factors and how to handle volatile situations.

4.6. Provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform duties (i.e., telephone, desk, chair, filing cabinet, etc.).

4.7. Provide a complete copy of the grant application and award to the Town by July 31, 2024, or as soon as the officer begins service at the site(s).

4.8. Establish a School Safety Assessment and Prevention Team that meets quarterly.

4.9. Require the school administrator to provide feedback regarding the SRO’s performance at least twice per year. The school administrator shall share the feedback with the SRO’s supervisor and chain of command.

4.10. Require the school administrator meet formally with the SRO Supervisor at least once per semester.

4.11. Be responsible for administration of all school discipline.

4.12. Require a teacher to be present in the classroom at all times while the SRO implements or delivers any sort of demonstration, classroom instruction, or Law Related Education (LRE). The teacher and SRO shall work cooperatively in the planning and delivery of any such presentation.

4.13. Allow the SRO to attend any required training or mandatory Town meetings.

4.14. Develop, in conjunction with Town, a written document describing the chain of command for officers, administrators, and law enforcement departments.

## 5. **Town Obligations**

The Town shall:

- 5.1. Accept the Guidelines of the ADE SSP grant.

5.2. Assign an SRO to the CUSD campus of Casteel High School. The assigned SRO shall satisfy the SRO Recommended Qualifications and Recommended Job Description as established by the Guidelines. The SRO is a member of the School Safety Assessment and Prevention Team.

5.3. Assign a supervisor for the SRO. The SRO supervisor shall work with the school administrator to oversee the SRO's performance, including but not limited to conducting site visits, and meeting with the school administrator at least once per semester. The SRO supervisor will be responsible for the SRO's compliance with his or her duties pursuant to the terms of this Agreement.

5.4. Pay for 50% of annual costs related to the employment of the SRO including but not limited to base salary, operational costs, authorized overtime, benefits, training, and supplies. Payments may be issued from a combination of the amount allocated through the School Safety Program Grant ("SSP Grant") awarded to CUSD by the Arizona Department of Education and other CUSD budgeted funds. The grant does not provide funding for overtime.

- Total costs for FY23-24 to the Town will be \$66,007.

5.5. Require the SRO to provide services, on campus and in the community in an emergency, associated with keeping the school safe. The uniformed SRO shall be assigned on a full-time basis to the school campus in order to assist school administration with safety efforts and to serve as a possible deterrent to criminal activity. However, that this provision shall not be interpreted to prohibit training, off-site meetings, vacation, sick time, or other activities Pursuant to the ADE SSP Grant and Guidelines, full-time shall mean 40 hours per week.

5.6. Require the SRO to fulfill his or her duties as a sworn law enforcement officer for the State of Arizona, including but not limited to conducting criminal investigations related to the assigned site or students (on and off of campus).

5.7. Require the SRO to provide the prescribed number of LRE hours as designated by AZDOE, the terms of the SSP Grant, the Guidelines, and the available staffing conditions. The SRO and Teacher assigned by CUSD shall work together in the planning and delivery of the LRE.

5.8. The SRO may assist in developing programs and providing consultation regarding safety factors or how to handle volatile situations. Students will also be allowed to meet with the SRO(s) to discuss issues in a non-threatening environment.

5.9. Require the SRO to fully complete the weekly activity log as prescribed in the Guidelines. For grant compliance, the activity log shall include:

- Total hours of Universal LRE classroom instruction;
- Total hours of Cohort LRE classroom instruction;
- Teacher/subject
- Time spent per LRE lesson
- Total hours for planning and preparation
- LRE topic taught for each class

- Total time spent off campus; and
- Total hours for staff and school community training.

The activity log shall be turned into the Site Administrator and SRO Supervisor and be made available to ADE upon request.

5.10. Require the SRO and the SRO Supervisor to participate in annual training required for continued funding of the SSP Grant.

5.11. Invoice CUSD for the costs (as specified in section 4.3) related to conditions of employment and activities directly related to the school site or students (on and off campus). The Town shall assess a late fee of \$15 for invoices that are more than 30 days late.

5.12. Develop, in conjunction with CUSD, a written document describing the chain of command for officers, administrators and law enforcement departments.

## 6. **INDEMNIFICATION**

Each Party to this Agreement (as “Indemnitor”) agrees to defend, indemnify and hold harmless the other Party, and such Party’s officers, officials, employees, agents, and directors (collectively, “Indemnitee”) from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys’ fees and costs of defense and appellate appeal) (“Claims”), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

The provisions of this Section 6 shall survive the termination of this Agreement.

## 7. **TERM**

This Agreement shall be effective as of 1st day of July 2024 and shall terminate on the 30<sup>th</sup> day of June 2025.

## 8. **TERMINATION**

Either Party may terminate this Agreement for convenience upon thirty (30) days’ prior written notice to the other Party. Either Party may terminate this Agreement for cause upon fourteen (14) days’ prior written notice (or such shorter notice that the notifying Party determines is necessary to protect the public health and safety) to the other Party that such Party has substantially breached its obligations under this.

## 9. **DISPUTE RESOLUTION**

The Parties agree to work in good faith to attempt to resolve any disputes at a level nearest the school as possible. Any dispute should first be addressed at the site level between the SRO and school administration. If a resolution is not reached, the dispute should move through the process established by the SRO’s department and CUSD policy, to the extent possible. If the

dispute is not resolved through elevation through all levels of those processes, the dispute shall be resolved through litigation.

## 10. **GENERAL**

10.1. **Amendment.** This Agreement may not be modified, except by written amendment, duly executed by both Parties.

10.2. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

10.3. **Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

10.4. **Incorporation.** All recitals and appendices contained in this Agreement are hereby incorporated by this reference and made an integral part of it.

10.5. **Governing Law.** This Agreement shall be governed, construed and controlled according the laws of the state of Arizona.

10.6. **Waiver.** It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of the right to demand performance of that or any other provision hereof at any time thereafter.

10.7. **Severability.** The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

10.8. **Legal Fees, Costs and Expenses.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses, as determined by the court, and which shall be deemed to have accrued on the commencement of such action.

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

If to the Town:

Town of Queen Creek  
Attn: Chief of Police  
22350 Ellsworth Rd.  
Queen Creek, AZ 85142

If to the School District:

Chandler Unified School District  
Attn: Chief Financial Officer  
1525 West Frye Rd.  
Chandler, AZ 85224

A notice shall be deemed received on the date delivered if delivered by hand, , on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

10.10. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties.

10.11. **Assignment.** Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Parties.

10.12. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

10.13. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

10.14. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

10.15. **Compliance with Immigration Laws.** Pursuant to the provisions of A.R.S. § 41-4401, the Parties warrant that they are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.

The provisions of this Article must be included in any contract either Party enters into with any and all subconsultants or subcontractors who provide services under this Agreement. As used in this Section 10.15, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

10.16. **Records and Audit Rights.** All accounts, reports, files and other records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary and relating to this Agreement shall be kept for three (3) years after termination of this Agreement



and shall be open to reasonable inspection and audit by the other Party during that period.

10.17. **Authority.** The Parties hereby warrant and represent that each has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. The Parties further acknowledge having read this Agreement and understanding it, and do agree to be bound by it.

10.18. **Non-Discrimination.** The Parties agree that, in fulfilling the obligations set forth in this agreement, they shall not discriminate against any person on the basis of race, color, national origin or ancestry, religion, age, disability, and genetic information. The Parties agree further to comply with Executive Order 2009-09, and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities.

10.19. **Confidentiality of Student Records.** The Parties agree that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act ("FERPA"). The Parties acknowledge that during the term on this Agreement, the SRO shall be the designated law enforcement unit and shall also be considered as a "school official" who may, at times, have a "legitimate educational interest" in the educational records of a student or students.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives.

**CHANDLER UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Board President

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

**APPROVAL OF ATTORNEY FOR THE CHANDLER UNIFIED SCHOOL DISTRICT**

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
School District Attorney

Date \_\_\_\_\_

**TOWN OF QUEEN CREEK**

*Recommended by:*

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

\_\_\_\_\_  
Date

*Approved and Accepted by:*

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

\_\_\_\_\_  
Date

*Attest:*

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

\_\_\_\_\_  
Date

**APPROVAL OF ATTORNEY FOR THE TOWN OF QUEEN CREEK**

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Queen Creek Attorney                      Date



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** RANDY BRICE, CHIEF OF POLICE

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE QUEEN CREEK UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER (SRO) AT THE QUEEN CREEK HIGH SCHOOL (THIS IS AN FY24-25 BUDGETED FTE).

**DATE:** May 15, 2024

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**Suggested Action:**

Staff recommends approval of the Intergovernmental Agreement (IGA) with the Queen Creek Unified School District for a School Resource Officer (SRO) at the Queen Creek High School.

**Relevant Council Goal(s):**

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

**Project Information:**

None

**Discussion:**

The Town of Queen Creek has established a mutually beneficial relationship with the Queen Creek Unified School District for the purpose of placing a school resource officer on school grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, school resource officers maintain a visible presence on campus, deter delinquent and violent behaviors, serve as an available resource to the school community, and provide students and staff with Law-Related Education instruction and training.

The Town has had an Intergovernmental Agreement (IGA) with the Queen Creek Unified School District (QCUSD) on this campus for several years. It is anticipated that QCUSD will be awarded a School Safety Program grant through the Arizona Department of Education that will pay for a portion of the required reimbursement costs. Because the grant requires the IGA to include specific language referencing the grant, the Town and QCUSD must enter into a new IGA for this site on an annual basis.

According to the updated Town policy, Resolution 1519-23, school districts must reimburse the Town for 50 percent of the operational costs and 75 percent of new capital/one-time costs associated with the school resource officer(s) assigned to their campus. Currently, one school resource officer is assigned to the Queen Creek High School campus. Capital expenses for vehicle needs and related equipment were covered under a past IGA, and no new capital equipment is needed at this time.

**Fiscal Impact:**

The school resource officer position is currently included in the approved FY 24-25 budget. Approval of the IGA allows the Town to invoice the Queen Creek Unified School District for 50 percent of the operational costs associated with the school resource officer.

For FY24-25, the operational costs for the assigned SRO would be \$136,922, of which 50% represents \$68,461. This includes the base salary and benefits. The total school portion equates to \$68,461, with the Town's portion totaling \$68,461.

If the IGA is approved, the School District will be invoiced for \$68,461.

**Alternatives:**

1. The Council could choose not to approve the agreement and redirect the budgeted FTE to another assignment.
2. The Council could choose not to approve the agreement and direct staff to maintain the FTE at the school site without any reimbursement or funding from the QCUSD.

**Attachment(s):**

1. [SRO IGA-QCUSD\\_QCHS-FY24-25.docx](#)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF QUEEN CREEK,  
ARIZONA AND  
THE QUEEN CREEK UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) made this day \_\_\_ of \_\_\_\_\_, 2024 by and between the Town of Queen Creek, Arizona, a municipal corporation (hereinafter referred to as the “Town”), and the Queen Creek Unified School District, a political subdivision of the State of Arizona (hereinafter referred to as “QCUSD”).

**1. STATUTORY AUTHORITY**

The Town is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the Town.

QCUSD is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the QCUSD.

**2. BACKGROUND AND PURPOSE OF THE AGREEMENT**

The Town and QCUSD desire to work in cooperation for the purpose of placing a School Resource Officer (“SRO”) at Queen Creek High School (“Campus”) grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, SROs maintain a visible presence on campus; deter delinquent and violent behaviors; and serve as an available resource to the school community.

**3. SCHOOL SAFETY PROGRAM GRANT**

The Parties agree and understand that QCUSD’s participation in this Agreement is partially funded through a School Safety Program Grant (“SSP Grant”) administered by the Arizona Department of Education (“ADE”). The Parties understand and acknowledge that SSP Grant Funds are conditioned upon the acceptance of each entity of the roles and responsibilities established by the School Safety Program Guidance Manual (“Guidelines”),

A copy of the Guidelines is attached here as Exhibit A. The Parties understand and agree that the Guidelines may be amended from time to time by ADE. This Agreement shall constitute the “Service Agreement” between the Parties as required by the Guidelines.

**4. QCUSD OBLIGATIONS**

QCUSD shall:

- 4.1. Accept the Guidelines of the ADE SSP grant.
- 4.2. Not interfere with the duties of the SRO as a sworn law enforcement officer.
- 4.3. Reimburse Town for 50% of annual costs related to the employment of the SRO, including but not limited to base salary, operational costs, authorized overtime, benefits, training, and supplies. Payments may be issued from a combination of the amount allocated through the

School Safety Program Grant (“SSP Grant”) awarded to QCUSD by the Arizona Department of Education and other QCUSD budgeted funds. The grant does not provide funding for overtime.

- Total costs for FY24-25 to QCUSD will be \$66,461.

4.4. Pay the Town within 30 days of receipt of an invoice from the Town. The requested payment(s) will be for costs (related to section 4.3) related to conditions of employment and activities directly related to the school site or students (on and off campus). QCUSD shall pay late fees as established between the parties and set forth in this Agreement.

4.5. Assist SRO in developing programs and providing consultation regarding safety factors and how to handle volatile situations.

4.6. Provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform duties (i.e., telephone, desk, chair, filing cabinet, etc.).

4.7. Provide a complete copy of the grant application and award to the Town by July 31, 2024, or as soon as the officer begins service at the site(s).

4.8. Establish a School Safety Assessment and Prevention Team that meets quarterly.

4.9. Require the school administrator to provide feedback regarding the SRO’s performance at least twice per year. The school administrator shall share the feedback with the SRO’s supervisor and chain of command.

4.10. Require the school administrator meet formally with the SRO Supervisor at least once per semester.

4.11. Be responsible for administration of all school discipline.

4.12. Require a teacher to be present in the classroom at all times while the SRO implements or delivers any sort of demonstration, classroom instruction, or Law Related Education (LRE). The teacher and SRO shall work cooperatively in the planning and delivery of any such presentation.

4.13. Allow the SRO to attend any required training or mandatory Town meetings.

4.14. Develop, in conjunction with Town, a written document describing the chain of command for officers, administrators, and law enforcement departments.

## 5. **Town Obligations**

The Town shall:

- 5.1. Accept the Guidelines of the ADE SSP grant.

5.2. Assign an SRO to the QCUSD campus of Queen Creek High School. The assigned SRO shall satisfy the SRO Recommended Qualifications and Recommended Job Description as established by the Guidelines. The SRO is a member of the School Safety Assessment and Prevention Team.

5.3. Assign a supervisor for the SRO. The SRO supervisor shall work with the school administrator to oversee the SRO's performance, including but not limited to conducting site visits, and meeting with the school administrator at least once per semester. The SRO supervisor will be responsible for the SRO's compliance with his or her duties pursuant to the terms of this Agreement.

5.4. Pay for 50% of annual costs related to the employment of the SRO, including but not limited to base salary, operational costs, authorized overtime, benefits, training, and supplies. Payments may be issued from a combination of the amount allocated through the School Safety Program Grant ("SSP Grant") awarded to QCUSD by the Arizona Department of Education and other QCUSD budgeted funds. The grant does not provide funding for overtime.

- Total costs for FY24-25 to the Town will be \$68,461.

5.5. Require the SRO to provide services, on campus and in the community in an emergency, associated with keeping the school safe. The uniformed SRO shall be assigned on a full-time basis to the school campus in order to assist school administration with safety efforts and to serve as a possible deterrent to criminal activity. However, that this provision shall not be interpreted to prohibit training, off-site meetings, vacation, sick time, or other activities Pursuant to the ADE SSP Grant and Guidelines, full-time shall mean 40 hours per week.

5.6. Require the SRO to fulfill his or her duties as a sworn law enforcement officer for the State of Arizona, including but not limited to conducting criminal investigations related to the assigned site or students (on and off of campus).

5.7. Require the SRO to provide the prescribed number of LRE hours as designated by AZDOE, the terms of the SSP Grant, the Guidelines, and the available staffing conditions. The SRO and Teacher assigned by QCUSD shall work together in the planning and delivery of the LRE.

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- Total hours of Universal LRE classroom instruction;
- Total hours of Cohort LRE classroom instruction;
- Teacher/subject
- Time spent per LRE lesson
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- LRE topic taught for each class
- Total time spent off campus; and
- Total hours for staff and school community training.

The activity log shall be turned into the Site Administrator and SRO Supervisor and be made available to ADE upon request.

5.10. Require the SRO and the SRO Supervisor to participate in annual training required for continued funding of the SSP Grant.

5.11. Invoice QCUSD for the costs (as specified in section 4.3) related to conditions of employment and activities directly related to the school site or students (on and off campus). The Town shall assess a late fee of \$15 for invoices that are more than 30 days late.

5.12. Develop, in conjunction with QCUSD, a written document describing the chain of command for officers, administrators and law enforcement departments.

## 6. **INDEMNIFICATION**

Each Party to this Agreement (as “Indemnitor”) agrees to defend, indemnify and hold harmless the other Party, and such Party’s officers, officials, employees, agents, and directors (collectively, “Indemnitee”) from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys’ fees and costs of defense and appellate appeal) (“Claims”), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

The provisions of this Section 6 shall survive the termination of this Agreement.

## 7. **TERM**

This Agreement shall be effective as of 1st day of July 2024 and shall terminate on the 30<sup>th</sup> day of June 2025.

## 8. **TERMINATION**

Either Party may terminate this Agreement for convenience upon thirty (30) days’ prior written notice to the other Party. Either Party may terminate this Agreement for cause upon fourteen (14) days’ prior written notice (or such shorter notice that the notifying Party determines is necessary to protect the public health and safety) to the other Party that such Party has substantially breached its obligations under this.

## 9. **DISPUTE RESOLUTION**

The Parties agree to work in good faith to attempt to resolve any disputes at a level nearest the school as possible. Any dispute should first be addressed at the site level between the SRO and school administration. If a resolution is not reached, the dispute should move through the

process established by the SRO's department and QCUSD policy, to the extent possible. If the dispute is not resolved through elevation through all levels of those processes, the dispute shall be resolved through litigation.

## 10. **GENERAL**

10.1. **Amendment.** This Agreement may not be modified, except by written amendment, duly executed by both Parties.

10.2. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

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10.4. **Incorporation.** All recitals and appendices contained in this Agreement are hereby incorporated by this reference and made an integral part of it.

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10.6. **Waiver.** It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of the right to demand performance of that or any other provision hereof at any time thereafter.

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10.8. **Legal Fees, Costs and Expenses.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses, as determined by the court, and which shall be deemed to have accrued on the commencement of such action.

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

If to the Town:

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Attn: Chief of Police  
22350 Ellsworth Rd.  
Queen Creek, AZ 85142

If to the School District:

Queen Creek Unified School District #95  
Attn: Chief Financial Officer  
20217 East Chandler Heights  
Queen Creek, AZ 85142

A notice shall be deemed received on the date delivered if delivered by hand, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

10.10. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties.

10.11. **Assignment.** Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Parties.

10.12. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

10.13. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

10.14. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

10.15. **Compliance with Immigration Laws.** Pursuant to the provisions of A.R.S. § 41-4401, the Parties warrant that they are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.

The provisions of this Article must be included in any contract either Party enters into with any and all subconsultants or subcontractors who provide services under this Agreement. As used in this Section 10.15, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

10.16. **Records and Audit Rights.** All accounts, reports, files and other records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary and relating to this Agreement shall be kept for three (3) years after termination of this Agreement

and shall be open to reasonable inspection and audit by the other Party during that period.

10.17. **Authority.** The Parties hereby warrant and represent that each has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. The Parties further acknowledge having read this Agreement and understanding it, and do agree to be bound by it.

10.18. **Non-Discrimination.** The Parties agree that, in fulfilling the obligations set forth in this agreement, they shall not discriminate against any person on the basis of race, color, national origin or ancestry, religion, age, disability, and genetic information. The Parties agree further to comply with Executive Order 2009-09, and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities.

10.19. **Confidentiality of Student Records.** The Parties agree that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act ("FERPA"). The Parties acknowledge that during the term on this Agreement, the SRO shall be the designated law enforcement unit and shall also be considered as a "school official" who may, at times, have a "legitimate educational interest" in the educational records of a student or students.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives.

**QUEEN CREEK UNIFIED SCHOOL DISTRICT #95**

By \_\_\_\_\_  
Board President

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

**APPROVAL OF ATTORNEY FOR THE QUEEN CREEK UNIFIED SCHOOL DISTRICT**

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
School District Attorney

Date \_\_\_\_\_

**TOWN OF QUEEN CREEK**

*Recommended by:*

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

\_\_\_\_\_  
Date

*Approved and Accepted by:*

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

\_\_\_\_\_  
Date

*Attest:*

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

\_\_\_\_\_  
Date

**APPROVAL OF ATTORNEY FOR THE TOWN OF QUEEN CREEK**

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Queen Creek Attorney                      Date



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** RANDY BRICE, CHIEF OF POLICE

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE QUEEN CREEK UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER (SRO) AT THE CRISMON HIGH SCHOOL (THIS IS AN FY24-25 BUDGETED FTE).

**DATE:** May 15, 2024

---

**Suggested Action:**

Staff recommends approval of the Intergovernmental Agreement (IGA) with the Queen Creek Unified School District for a School Resource Officer (SRO) at the Crismon High School.

**Relevant Council Goal(s):**

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

**Project Information:**

None

**Discussion:**

The Town of Queen Creek has established a mutually beneficial relationship with the Queen Creek Unified School District for the purpose of placing a school resource officer on school grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, school resource officers maintain a visible presence on campus, deter delinquent and violent behaviors, serve as an available resource to the school community, and provide students and staff with Law-Related Education instruction and training.

The Town has had an Intergovernmental Agreement (IGA) with the Queen Creek Unified School District (QCUSD) on this campus for the past two years. It is anticipated that QCUSD will be awarded a School Safety Program grant through the Arizona Department of Education that will pay for a portion of the required reimbursement costs. Because the grant requires the IGA to include specific language referencing the grant, the Town and QCUSD must enter into a new IGA for this site on an annual basis.

According to the updated Town policy, Resolution 1519-23, school districts must reimburse the Town for 50 percent of the operational costs and 75 percent of new capital/one-time costs associated with the school resource officer(s) assigned to their campus. Currently, one school resource officer is assigned to the Crismon High School campus. Capital expenses for vehicle needs and related equipment were covered under a past IGA, and no new capital equipment is needed at this time.

**Fiscal Impact:**

The school resource officer position is currently included in the approved FY 24-25 budget. Approval of the IGA allows the Town to invoice the Queen Creek Unified School District for 50 percent of the operational costs associated with the school resource officer.

For FY24-25, the operational costs for the assigned SRO would be \$141,108, of which 50% represents \$70,554. This includes the base salary and benefits. The total school portion equates to \$70,554, with the Town's portion totaling \$70,554.

If the IGA is approved, the School District will be invoiced for \$70,554.

**Alternatives:**

1. The Council could choose not to approve the agreement and redirect the budgeted FTE to another assignment.
2. The Council could choose not to approve the agreement and direct staff to maintain the FTE at the school site without any reimbursement or funding from the QCUSD.

**Attachment(s):**

1. [SRO IGA-QCUSD\\_Crismon-FY24-25.docx](#)



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE TOWN OF QUEEN CREEK,  
ARIZONA AND  
THE QUEEN CREEK UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) made this day \_\_\_ of \_\_\_\_\_, 2024 by and between the Town of Queen Creek, Arizona, a municipal corporation (hereinafter referred to as the “Town”), and the Queen Creek Unified School District, a political subdivision of the State of Arizona (hereinafter referred to as “QCUSD”).

**1. STATUTORY AUTHORITY**

The Town is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the Town.

QCUSD is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and has authorized the undersigned to execute this Agreement on behalf of the QCUSD.

**2. BACKGROUND AND PURPOSE OF THE AGREEMENT**

The Town and QCUSD desire to work in cooperation for the purpose of placing a School Resource Officer (“SRO”) at Crismon High School (“Campus”) grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, SROs maintain a visible presence on campus; deter delinquent and violent behaviors; and serve as an available resource to the school community.

**3. SCHOOL SAFETY PROGRAM GRANT**

The Parties agree and understand that QCUSD’s participation in this Agreement is partially funded through a School Safety Program Grant (“SSP Grant”) administered by the Arizona Department of Education (“ADE”). The Parties understand and acknowledge that SSP Grant Funds are conditioned upon the acceptance of each entity of the roles and responsibilities established by the School Safety Program Guidance Manual (“Guidelines”),

A copy of the Guidelines is attached here as Exhibit A. The Parties understand and agree that the Guidelines may be amended from time to time by ADE. This Agreement shall constitute the “Service Agreement” between the Parties as required by the Guidelines.

**4. QCUSD OBLIGATIONS**

QCUSD shall:

4.1. Accept the Guidelines of the ADE SSP grant.

4.2. Not interfere with the duties of the SRO as a sworn law enforcement officer.

4.3. Reimburse Town for 50% of annual costs related to the employment of the SRO, including but not limited to base salary, operational costs, authorized overtime, benefits, training, and supplies. Payments may be issued from a combination of the amount allocated through the

School Safety Program Grant (“SSP Grant”) awarded to QCUSD by the Arizona Department of Education and other QCUSD budgeted funds. The grant does not provide funding for overtime.

- Total costs for FY24-25 to QCUSD will be \$70,554.

4.4. Pay the Town within 30 days of receipt of an invoice from the Town. The requested payment(s) will be for costs (as specified in section 4.3) related to conditions of employment and activities directly related to the school site or students (on and off campus). QCUSD shall pay late fees as established between the parties and set forth in this Agreement.

4.5. Assist SRO in developing programs and providing consultation regarding safety factors and how to handle volatile situations.

4.6. Provide office space that provides privacy for the SRO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform duties (i.e., telephone, desk, chair, filing cabinet, etc.).

4.7. Provide a complete copy of the grant application and award to the Town by July 31, 2024, or as soon as the officer begins service at the site(s).

4.8. Establish a School Safety Assessment and Prevention Team that meets quarterly.

4.9. Require the school administrator to provide feedback regarding the SRO’s performance at least twice per year. The school administrator shall share the feedback with the SRO’s supervisor and chain of command.

4.10. Require the school administrator meet formally with the SRO Supervisor at least once per semester.

4.11. Be responsible for administration of all school discipline.

4.12. Require a teacher to be present in the classroom at all times while the SRO implements or delivers any sort of demonstration, classroom instruction, or Law Related Education (LRE). The teacher and SRO shall work cooperatively in the planning and delivery of any such presentation.

4.13. Allow the SRO to attend any required training or mandatory Town meetings.

4.14. Develop, in conjunction with Town, a written document describing the chain of command for officers, administrators, and law enforcement departments.

## 5. **Town Obligations**

The Town shall:

- 5.1. Accept the Guidelines of the ADE SSP grant.

5.2. Assign an SRO to the QCUSD campus of Crismon High School. The assigned SRO shall satisfy the SRO Recommended Qualifications and Recommended Job Description as established by the Guidelines. The SRO is a member of the School Safety Assessment and Prevention Team.

5.3. Assign a supervisor for the SRO. The SRO supervisor shall work with the school administrator to oversee the SRO's performance, including but not limited to conducting site visits, and meeting with the school administrator at least once per semester. The SRO supervisor will be responsible for the SRO's compliance with his or her duties pursuant to the terms of this Agreement.

5.4. Pay for 50% of annual costs related to the employment of the SRO, including but not limited to base salary, operational costs, authorized overtime, benefits, training, and supplies. Payments may be issued from a combination of the amount allocated through the School Safety Program Grant ("SSP Grant") awarded to QCUSD by the Arizona Department of Education and other QCUSD budgeted funds. The grant does not provide funding for overtime.

- Total costs for FY24-25 to the Town will be \$70,554.

5.5. Require the SRO to provide services, on campus and in the community in an emergency, associated with keeping the school safe. The uniformed SRO shall be assigned on a full-time basis to the school campus in order to assist school administration with safety efforts and to serve as a possible deterrent to criminal activity. However, this provision shall not be interpreted to prohibit training, off-site meetings, vacation, sick time, or other activities. Pursuant to the ADE SSP Grant and Guidelines, full-time shall mean 40 hours per week.

5.6. Require the SRO to fulfill his or her duties as a sworn law enforcement officer for the State of Arizona, including but not limited to conducting criminal investigations related to the assigned site or students (on and off of campus).

5.7. Require the SRO to provide the prescribed number of LRE hours as designated by AZDOE, the terms of the SSP Grant, the Guidelines, and the available staffing conditions. The SRO and Teacher assigned by QCUSD shall work together in the planning and delivery of the LRE.

5.8. The SRO may assist in developing programs and providing consultation regarding safety factors or how to handle volatile situations. Students will also be allowed to meet with the SRO(s) to discuss issues in a non-threatening environment.

5.9. Require the SRO to fully complete the weekly activity log as prescribed in the Guidelines. For grant compliance, the activity log shall include:

- Total hours of Universal LRE classroom instruction;
- Total hours of Cohort LRE classroom instruction;
- Teacher/subject
- Time spent per LRE lesson
- Total hours for planning and preparation

- LRE topic taught for each class
- Total time spent off campus; and
- Total hours for staff and school community training.

The activity log shall be turned into the Site Administrator and SRO Supervisor and be made available to ADE upon request.

5.10. Require the SRO and the SRO Supervisor to participate in annual training required for continued funding of the SSP Grant.

5.11. Invoice QCUSD for the costs (as specified in section 4.3) related to conditions of employment and activities directly related to the school site or students (on and off campus). The Town shall assess a late fee of \$15 for invoices that are more than 30 days late.

5.12. Develop, in conjunction with QCUSD, a written document describing the chain of command for officers, administrators and law enforcement departments.

## 6. **INDEMNIFICATION**

Each Party to this Agreement (as “Indemnitor”) agrees to defend, indemnify and hold harmless the other Party, and such Party’s officers, officials, employees, agents, and directors (collectively, “Indemnitee”) from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees, attorneys’ fees and costs of defense and appellate appeal) (“Claims”), which may be imposed upon, incurred by or asserted against the Indemnitee, attributable (directly or indirectly) to, or arising in any manner by reason of, the negligence, acts, errors, or omissions of any agent, officer, servant, or employee of the Indemnitor, or anyone for whom Indemnitor may be legally liable, in the performance of this Agreement.

The provisions of this Section 6 shall survive the termination of this Agreement.

## 7. **TERM**

This Agreement shall be effective as of 1st day of July 2024 and shall terminate on the 30<sup>th</sup> day of June 2025.

## 8. **TERMINATION**

Either Party may terminate this Agreement for convenience upon thirty (30) days’ prior written notice to the other Party. Either Party may terminate this Agreement for cause upon fourteen (14) days’ prior written notice (or such shorter notice that the notifying Party determines is necessary to protect the public health and safety) to the other Party that such Party has substantially breached its obligations under this.

## 9. **DISPUTE RESOLUTION**

The Parties agree to work in good faith to attempt to resolve any disputes at a level nearest the school as possible. Any dispute should first be addressed at the site level between the SRO and school administration. If a resolution is not reached, the dispute should move through the

process established by the SRO's department and QCUSD policy, to the extent possible. If the dispute is not resolved through elevation through all levels of those processes, the dispute shall be resolved through litigation.

## 10. **GENERAL**

10.1. **Amendment.** This Agreement may not be modified, except by written amendment, duly executed by both Parties.

10.2. **Insurance.** The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

10.3. **Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of that Party at any time while the Agreement or any extension thereof is in effect an employee of any other Party to the Agreement in any capacity to any other Party to the Agreement with respect to the subject matter of the Agreement.

10.4. **Incorporation.** All recitals and appendices contained in this Agreement are hereby incorporated by this reference and made an integral part of it.

10.5. **Governing Law.** This Agreement shall be governed, construed and controlled according the laws of the state of Arizona.

10.6. **Waiver.** It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of the right to demand performance of that or any other provision hereof at any time thereafter.

10.7. **Severability.** The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.

10.8. **Legal Fees, Costs and Expenses.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses, as determined by the court, and which shall be deemed to have accrued on the commencement of such action.

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

If to the Town:

Town of Queen Creek  
Attn: Chief of Police  
22350 Ellsworth Rd.  
Queen Creek, AZ 85142

If to the School District:

Queen Creek Unified School District #95  
Attn: Chief Financial Officer  
20217 East Chandler Heights  
Queen Creek, AZ 85142

A notice shall be deemed received on the date delivered if delivered by hand, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

10.10. **Entire Agreement.** This writing constitutes the entire Agreement between the Parties.

10.11. **Assignment.** Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the Parties.

10.12. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

10.13. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

10.14. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

10.15. **Compliance with Immigration Laws.** Pursuant to the provisions of A.R.S. § 41-4401, the Parties warrant that they are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Party or its subcontractors participating in this Agreement to ensure compliance with this paragraph. A Party's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by a non-breaching Party under the terms of this Agreement.

The provisions of this Article must be included in any contract either Party enters into with any and all subconsultants or subcontractors who provide services under this Agreement. As used in this Section 10.15, "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

10.16. **Records and Audit Rights.** All accounts, reports, files and other records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary and relating to this Agreement shall be kept for three (3) years after termination of this Agreement

and shall be open to reasonable inspection and audit by the other Party during that period.

10.17. **Authority.** The Parties hereby warrant and represent that each has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. The Parties further acknowledge having read this Agreement and understanding it, and do agree to be bound by it.

10.18. **Non-Discrimination.** The Parties agree that, in fulfilling the obligations set forth in this agreement, they shall not discriminate against any person on the basis of race, color, national origin or ancestry, religion, age, disability, and genetic information. The Parties agree further to comply with Executive Order 2009-09, and all other applicable State and Federal employment laws, rules and regulations, mandating that all persons shall have equal access to employment opportunities.

10.19. **Confidentiality of Student Records.** The Parties agree that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act ("FERPA"). The Parties acknowledge that during the term on this Agreement, the SRO shall be the designated law enforcement unit and shall also be considered as a "school official" who may, at times, have a "legitimate educational interest" in the educational records of a student or students.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives.

**QUEEN CREEK UNIFIED SCHOOL DISTRICT #95**

By \_\_\_\_\_  
Board President

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

**APPROVAL OF ATTORNEY FOR THE QUEEN CREEK UNIFIED SCHOOL DISTRICT**

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
School District Attorney

Date \_\_\_\_\_



**TOWN OF QUEEN CREEK**

*Recommended by:*

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

\_\_\_\_\_  
Date

*Approved and Accepted by:*

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

\_\_\_\_\_  
Date

*Attest:*

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

\_\_\_\_\_  
Date

**APPROVAL OF ATTORNEY FOR THE TOWN OF QUEEN CREEK**

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned counsel who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Queen Creek Attorney                      Date



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** RANDY BRICE, CHIEF OF POLICE

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF APACHE JUNCTION, THE CITY OF CHANDLER, THE TOWN OF GILBERT, THE CITY OF MESA, THE TOWN OF PARADISE VALLEY, THE CITY OF SCOTTSDALE, AND THE CITY OF TEMPE TO CREATE THE EAST VALLEY CRITICAL INCIDENT RESPONSE TEAM (EVCIRT) FOR THE CRIMINAL INVESTIGATION OF CRITICAL FORCE INCIDENTS WITHIN THESE JURISDICTIONS AND THE TOWN OF QUEEN CREEK PURSUANT TO A.R.S. § 41-1762, AND TO CREATE A FRAMEWORK FOR THE OPERATION OF THE EVCIRT.

**DATE:** May 15, 2024

---

**Suggested Action:**

Staff recommends approval of the Intergovernmental Agreement (IGA) with the City of Apache Junction, the City of Chandler, the Town of Gilbert, the City of Mesa, the Town of Paradise Valley, the City of Scottsdale, and the City of Tempe to create the East Valley Critical Incident Response Team (EVCIRT) for the criminal investigation of Critical Force Incidents within these jurisdictions and the Town of Queen Creek pursuant to A.R.S. § 41-1762, and to create a framework for the operation of the EVCIRT.

**Relevant Council Goal(s):**

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

**Discussion:**

The purpose of this Agreement is to create the EVCIRT for the criminal investigation of Critical Force Incidents within the Parties' jurisdictions pursuant to A.R.S. § 41-1762, and to create a framework for the operation of the EVCIRT.

Law enforcement agencies reflect the communities they serve. The success of any police department is predicated on the relationship it has with the public. Police practices, policies, and operations must reflect the values and needs of its residents. In recent years, following several controversial officer-involved shootings, communities across the nation and within the East Valley have called for greater transparency to include independent officer-involved shooting investigations.

To meet this need, the East Valley police chiefs have agreed to develop a task force approach to independent officer-involved shooting investigations. This East Valley Critical Incident Response Team (EVCIRT) consists of the Mesa Police Department, the Chandler Police Department, the Scottsdale Police Department, the Tempe Police Department, the Gilbert Police Department, the Apache Junction Police Department, the Paradise Valley Police Department, and the Queen Creek Police Department.

The EVCIRT was tasked with developing a consistent and equitable approach to investigating all

officer-involved shootings within the East Valley cities using non-involved agency member resources.

In general, EVCIRT would respond to and investigate the following critical incidents:

- Any discharge of a firearm by a peace officer due to a use of force encounter, regardless of whether it results in the injury or death of an individual.
- An incident involving a peace officer's intended use of deadly force or use of force by any other means that results in death or serious bodily injury of another person, either during an on-duty incident or off-duty incident while acting under the color of authority.
- At the direction or request of the Chief of Police for a High-profile criminal misconduct investigation (use of force) or an Officer Death Investigation.

**Alternatives:**

1. The Council could choose not to approve this IGA. However, to comply with A.R.S. § 41-1762, QCPD would have to find another agency to investigate these critical incidents. This would be challenging due to the resources needed to investigate these situations.
2. The Council could choose not to approve this IGA and direct QCPD to engage the AZ Department of Public Safety for these services.

**Attachment(s):**

1. [QCPD\\_EVCIRT IGA.docx](#)

**INTERGOVERNMENTAL AGREEMENT  
FOR THE EAST VALLEY CRITICAL INCIDENT RESPONSE TEAM**

This Intergovernmental Agreement (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Apache Junction (“**Apache Junction**”), City of Chandler (“**Chandler**”), Town of Gilbert (“**Gilbert**”), City of Mesa (“**Mesa**”), Town of Paradise Valley (“**Paradise Valley**”), Town of Queen Creek (“**Queen Creek**”), City of Scottsdale (“**Scottsdale**”), and the City of Tempe (“**Tempe**”), all to be referred to herein individually as “**Party**” and collectively as “**Parties**”.

**RECITALS:**

- A) The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**A.R.S.**”) §§ 11-951, *et seq.* and 13-3872.
- B) The Parties are located in geographical proximity to one another (“**East Valley**”) and share similar public safety responsibilities with respect to criminally investigating Critical Incidents.
- C) A.R.S. § 41-1762 allows the creation and operation of a regional law enforcement task force comprised of personnel from multiple police agencies in the East Valley (“**East Valley Critical Incident Response Team**” or “**EVCIRT**”) to provide mutual aid to perform the criminal investigation of critical force incidents, as defined therein, which occur in the agencies’ jurisdictions (“**Critical Force Incident**”).
- D) The Parties desire to create a regional task force as prescribed in A.R.S. § 41-1762 to perform independent, consistent and thorough criminal investigations of Critical Force Incidents and, at the written request of a Party’s Chief of Police, investigate a criminal allegation against a peace officer employed by such Party.
- E) The Parties desire to work in cooperation with one another by providing mutual aid to further the public interests served by independent, consistent, and thorough criminal investigations, pursuant to applicable laws, policies, and the terms of this Agreement.

**AGREEMENT:**

**NOW THEREFORE**, in consideration of the mutual promises and undertakings contained herein, the Parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to create the EVCIRT for the criminal investigation of Critical Force Incidents within the Parties’ jurisdictions pursuant to A.R.S. § 41-1762, and

to create a framework for the operation of the EVCIRT.

**2. LEADERSHIP GROUP**

The Parties shall establish a working group consisting of one commander or assistant chief designated by each Party (“**Leadership Group**”) to oversee the operations of the EVCIRT. The Leadership Group, by majority vote, shall select a Chairperson of the Leadership Group. The Chairperson shall designate a scribe, who may or may not be a member of the Leadership Group, to take notes of all meetings. The Leadership Group shall create policies and procedures for the EVCIRT. The Leadership Group may create additional working groups to help support the Leadership Group’s oversight of the EVCIRT. Any additional group created by the Leadership Group shall be administered in accordance with the EVCIRT’s policies and procedures.

**4. AUTHORITY**

The Parties shall be authorized to perform criminal investigations of Critical Force Incidents within each Party’s jurisdiction in accordance with the EVCIRT’s policies and procedures. Pursuant to A.R.S. § 13-3872, a peace officer acting within the jurisdiction of another Party pursuant to this Agreement shall have full authority to act as a peace officer to the same extent as if they were a duly appointed, qualified and acting peace officer of such Party.

If any Native American tribe becomes a party to this Agreement requests EVCIRT assistance, all assisting EVCIRT peace officers shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

**5. TERM**

This Agreement will become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2034, unless otherwise terminated or renewed as provided herein. Failure by one (1) or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. The term of this Agreement will automatically renew for all Parties to the Agreement (unless a Party has withdrawn from participation in the Agreement prior to the effective date of the renewal, pursuant to Section 6) under the same terms and conditions and automatically renew for a two (2) periods of five (5) years, including any amendments in effect at the time of renewal.

**6. WITHDRAWAL**

Any Party may withdraw from this Agreement, with or without cause, by giving thirty (30) calendar days written notice to the other Parties. Withdrawal from this Agreement by a Party shall not affect the terms of this Agreement as it pertains to the other Parties. The effect of a withdrawal on the EVCIRT, including any then-active Critical Force Incident investigations involving the withdrawing Party, shall be set forth in the EVCIRT’s policies and procedures.

7. **ADDITIONAL PARTIES**

Upon invitation by the Leadership Group, a county, political subdivision of the State of Arizona, or federally recognized Indian tribe may become a Party to this Agreement through the approval of this Agreement by its governing body, in accordance with A.R.S. § 11-951 *et seq.*, and in accordance with EVCIRT’s policies and procedures. The addition of any Party after this Agreement becomes effective shall not affect the terms of this Agreement as it pertains to the other Parties.

8. **COSTS AND REIMBURSEMENT**

Each Party will be responsible for any and all associated costs incurred by their respective agency in implementing this Agreement and the conduct of Critical Force Incident investigations, including: employee salaries; shift differential pay; overtime compensation; benefits; vehicles; and equipment. In no event will any Party charge or demand payment from any other Party for work performed pursuant to this Agreement. Notwithstanding any Party’s law, policies, or procedures, the Leadership Group, through the EVCIRT’s policies and procedures, may grant Parties the permission to apply for grant funds designated for or on behalf of the EVCIRT. The distribution of any grant funds received for the EVCIRT shall be controlled by the terms of the grant, if any, and handled in accordance with the EVCIRT’s policies and procedures, which may include the reimbursement of costs related to the EVCIRT for a Party or the Parties.

9. **DISPUTE RESOLUTION**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties will use reasonable efforts to settle the dispute, claim, question, or disagreement. To this end, the Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties. The Parties acknowledge that disputes arising from this Agreement may be subject to non-binding arbitration in accordance with applicable state law and court rules.

10. **INDEMNIFICATION**

To the extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend, and hold harmless the other Parties (as “**Indemnitee**”), its departments, agencies, elected officials, officers, officials, agents, employees, or volunteers from and against any and all third party claims, losses, liabilities, costs, or expenses (including reasonable attorneys’ fees, experts’ fees, and court costs associated) (hereinafter collectively referred to as a “**Claim(s)**”) arising out of actions taken in the performance of this Agreement, to the extent that such Claims are directly caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its departments, agencies, elected officials, officers, officials, agents, employees, or volunteers. If a third-party Claim becomes subject to the duty to indemnify, defend, and hold harmless set forth in this Section, then the Indemnitee agrees

to cooperate with the Indemnitor in the defense of the Claim, at the Indemnitor's sole cost and expense, but only to the extent that such Claim is not related to an independent Claim of the third-party against the Indemnitee that is not subject to this Section. The terms and conditions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

**11. GOVERNING LAW AND VENUE**

This Agreement is governed by the laws of the State of Arizona without regard to any conflict of laws principles. Any proceeding arising out of or relating to this Agreement or any actions to interpret, enforce, or construe any provision of this Agreement will be conducted in the Superior Court of the State of Arizona, in and for the County of Maricopa. Each Party consents to such jurisdiction and waives any objection it may have to venue or convenience of forum.

**12. WAIVERS**

The failure of any Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege contained herein, shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, which shall remain in full force and effect.

**13. NON-ASSIGNMENT**

No Party shall assign its interest, rights, or obligations in this Agreement, in whole or in part, without the prior written consent of the other Parties. No Party shall assign any monies due or to become due to it, hereunder, without the prior written consent of the other Parties.

**14. ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS**

This Agreement, including the Recitals (which are incorporated into this Agreement by this reference), represents the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no modification or amendment of the terms and conditions of this Agreement will be valid or binding upon the Parties, unless made in writing and signed by the Parties. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

**15. RELATIONSHIP OF THE PARTIES**

Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other Party. Each Party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, of any other Party not expressly

set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility, unless the intention to do so is clearly and unambiguously set forth herein. No Party shall be liable for any debts, accounts, obligations, or other liabilities, whatsoever, of any other Party, including the other Party's obligation to withhold social security and income taxes for itself or any of its employees.

**16. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties who are not a party to this Agreement, or affect the legal liability of any Party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

**17. SEVERABILITY**

If any part, term, or provision of this Agreement is held unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

**18. CONFLICTS OF INTEREST**

The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

**19. WORKERS' COMPENSATION**

Pursuant to A.R.S. § 23-1022(D), only for the purposes of workers' compensation coverage, employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The primary employer shall be solely liable for payment of workers' compensation benefits. To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E).

**20. NON-DISCRIMINATION**

To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal, state, or local laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act. In the performance of this contract, no Party shall discriminate against any employee, client, or any other individual on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information.

**21. NOTICES**

All official notices required or permitted under this Agreement to be given to a Party will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), or certified U.S. Mail, return receipt requested. All notices will be sent to the addresses below or such other addresses as the Parties may specify in the same



manner. Notices will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Addresses are as follows:

For Mesa: Chief of Police  
P.O. Box 1466  
Mesa, Arizona 85211

With a copy to: Mesa City Attorney  
20 E Main St  
Mesa, Arizona 85201

For Gilbert: Chief of Police  
75 E Civic Center Dr  
Gilbert, Arizona 85296

With a copy to: Gilbert Public Safety Legal Advisor  
75 E Civic Center Drive  
Gilbert, Arizona 85296

For Chandler: Chief of Police  
250 E Chicago St  
Chandler, Arizona 85225

With a copy to: Chandler City Attorney  
250 E Chicago St  
Chandler, Arizona 85225

For Tempe: Chief of Police  
120 E 5<sup>th</sup> St  
Tempe, Arizona 85281

With a copy to: Tempe City Attorney  
21 E 6<sup>th</sup> St  
Tempe, Arizona 85281

For Scottsdale: Chief of Police  
3700 N 75<sup>th</sup> St  
Scottsdale, Arizona 85251

With a copy to: Scottsdale City Attorney  
3939 N Drinkwater Blvd  
Scottsdale, Arizona 85251

For Queen Creek: Chief of Police  
20727 Civic Pkwy  
Queen Creek, Arizona 85142

With a copy to: Queen Creek Town Attorney  
22358 S Ellsworth Rd  
Queen Creek, Arizona 85142

For Paradise Valley: Chief of Police  
6433 E Lincoln Dr  
Paradise Valley, Arizona 85253

With a copy to: Paradise Valley Town Attorney  
6401 E Lincoln Dr  
Paradise Valley, Arizona 85253

For Apache Junction: Chief of Police  
1001 N Idaho Rd  
Apache Junction, Arizona 85119

With a copy to: Apache Junction City Attorney  
1001 N Idaho Rd  
Apache Junction, Arizona 85219

**22. APPLICABLE LAWS**

Any provision required by law to be in this Agreement is part of this Agreement as if fully stated.

**23. NO LIMITATION**

Nothing within this Agreement shall be construed to limit the ability of the Parties to provide, or as otherwise allowed for by law, assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime, or matter under consideration.

(SIGNATURES ON THE FOLLOWING PAGE)

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

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

By: \_\_\_\_\_  
Town Manager

ATTEST:

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

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to the aforementioned municipality, without any representation as to the power or authority of any other Party.

\_\_\_\_\_  
Attorney  
Town of Queen Creek



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** MARC SKOCYPEC , UTILITIES DIRECTOR

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1590-24 APPROVING ANNEXATION OF ASSESSOR'S PARCEL NUMBERS 304-90-393 AND 304-90-004G, CURRENTLY LOCATED WITHIN THE TOWN OF QUEEN CREEK BOUNDARIES, INTO THE RANCHO JARDINES IRRIGATION DISTRICT.

**DATE:** May 15, 2024

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**Suggested Action:**

Move to approve Resolution 1590-24 approving annexation of Assessor's Parcel Numbers 304-90-393 and 304-90-004G, currently located within the Town of Queen Creek boundaries, into the Rancho Jardines Irrigation District.

**Relevant Council Goal(s):**

Secure Future: KRA Environment

**Discussion:**

On April 16, 2024 the Rancho Jardines Irrigation District Board voted to approve a request from property owner, Jeremy Naylor, to annex property located at 19649 East Chandler Heights Road, Queen Creek, Arizona into the Rancho Jardines Irrigation District ("RJID") in order to receive flood irrigation services from the district. The parcels included to be annexed into the RJID are Maricopa County parcel numbers 304-90-393 and 304-90-004G.

In order for Maricopa County to accept the annexation, they require the property owner to submit an ordinance or resolution from the governing body of the city or town the property is located in endorsing the annexation. This resolution would suffice that request.

While the property is located within the Town of Queen Creek, it is not located within the Town's irrigation district. There is no current infrastructure in place that would allow for the Town to provide these services.

**Fiscal Impact:**

There is no fiscal impact as a result of this request.

**Alternatives:**

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

**Attachment(s):**

1. [Resolution 1590-24](#)
2. [Rancho Jardines Approval Letter](#)

### 3. Property Owner Request

**RESOLUTION NO. 1590-24**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING ANNEXATION OF ASSESSOR’S PARCEL NOS. 304-90-393 AND 304-90-004G CURRENTLY LOCATED WITHIN THE TOWN OF QUEEN CREEK BOUNDARIES, INTO THE RANCHO JARDINES IRRIGATION DISTRICT.**

**WHEREAS**, the Rancho Jardines Irrigation District has received an application from Jeremy Naylor and Alisha Naylor (collectively, the “Naylors”) which requests the annexation of certain contiguous property located at 19649 E. Chandler Heights Road, at Assessor’s Parcel Nos. 304-90-393 and 304-90-004G (collectively, the “Properties”), located within the incorporated boundary of the Town of Queen Creek, Arizona (the “Town”); and

**WHEREAS**, the Rancho Jardines Irrigation District and the persons owning the Properties request that the Town approve, by resolution, the annexation of the Properties into the Rancho Jardines Irrigation District, as required by A.R.S. § 48-262(G); and

**WHEREAS**, a copy of Naylors’ annexation request and the Rancho Jardines Irrigation District’s request with respect to the Properties (attached hereto as Exhibits “1” and “2”, respectively), have been presented to the Town Council for its consideration;

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

- Section 1:** The Town has reviewed the Naylors’ annexation request and the Rancho Jardines Irrigation District’s request concerning the Properties, as more fully described in Exhibits 1 and 2, incorporated herein by reference, and finds that the real property to be annexed is located within the incorporated area of the Town boundary.
- Section 2:** The Town approves the annexation of the Properties into the Rancho Jardines Irrigation District.
- Section 3:** The Town Clerk is authorized and instructed to provide a certified copy of this Resolution to the Rancho Jardines Irrigation District.

**PASSED AND ADOPTED** by the Common Council of the Town of Queen Creek, Arizona, this 15<sup>th</sup> day of May, 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

23040 S Sossaman Rd  
Queen Creek, AZ 85142  
480-987-3199  
ridno34@gmail.com

**Rancho Jardines**  
*Water when you need it!*

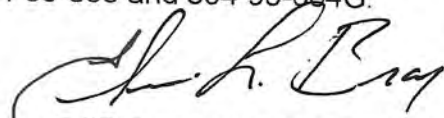
April 16, 2024

Dear Town of Queen Creek,

The Board of Directors of the Ranchos Jardines Irrigation District #34 located in Maricopa County agree to allow property owner, Jeremy Naylor located at 19649 E Chandler Heights Rd, Queen Creek, AZ 85142 to be annexed into the irrigation district to receive irrigation water. The parcels to be annexed into RJID are 304-90-393 and 304-90-004G.



RJID Board President Dave Davis



RJID Board Member Elvis Bray



RJID Board Secretary Rob Donaldson

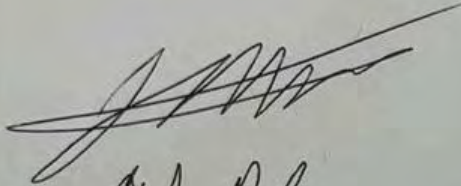


To Town of Queen Creek,

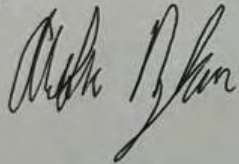
Im Writing to request flood irrigation services from Ranchos Jardines Irrigation. I have attended their board meetings to work out details with them and they have accepted to include 19649 E. Chandler Heights Rd parcel numbers 304-90-393 and 304-90-004G into their services area. I am working toward an acceptance from the Town of Queen Creek and after from Maricopa County. I appreciate your attention to this letter and the acceptance letter from Ranchos Jardines.

Thank You,

Jeremy & Alisha Naylor



4-18-24



4-18-24



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR

**FROM:** SARAH CLARK, SENIOR PLANNER/PROJECT MANAGER

**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1591-24 APPROVING THE DEVELOPMENT AGREEMENT WITH QUEEN CREEK ACRES LIMITED PARTNERSHIP, TO FACILITATE THE DEVELOPMENT OF APPROXIMATELY 131-ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF MERIDIAN AND COMBS ROADS AND TO FACILITATE THE POTENTIAL LAND ACQUISITION AND DEVELOPMENT OF AN APPROXIMATELY 30-ACRES (NET) TOWN PARK SITE LOCATED AT THE SOUTHEAST CORNER OF MERIDIAN ROAD AND THE QUEEN CREEK WASH.

**DATE:** May 15, 2024

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**Suggested Action:**

Move to approve Resolution 1591-24 approving the development agreement with Queen Creek Acres Limited Partnership, to facilitate the development of approximately 131-acres, generally located at the northeast corner of Meridian and Combs roads and to facilitate the potential land acquisition and development of an approximately 30-acres (net) Town park site located at the southeast corner of Meridian Road and the Queen Creek Wash.

**Relevant Council Goal(s):**

- Effective Government
- Secure future
- Superior Infrastructure
- Quality Lifestyle

**Discussion:**

While working to finalize a development plan for the property in compliance with the General Plan, the applicant approached the Town to discuss potential options for a desired Development Agreement that would accompany the Rezone application. This Development Agreement provides for certain terms and conditions upon which the development of the subject property will occur as part of the Town's municipal service area following anticipated potential rezoning in May 2024.

The Town's professional staff reviewed this agreement, including the Town's legal team to ensure the Town's interests are being met and exposure to current and future risks involving time, money, environmental impacts, financial, and other liabilities and potential burdensome obligations are identified, minimized, and eliminated, where possible.

This agreement identifies obligations of both the Owner (Queen Creek Acres Limited Partnership) as well as the Town.

As specified in the Development Agreement, the Owner's obligations are summarized as follows:

- Meridian Road Improvements - The Owner must design, commence construction, and complete all roadway improvements required by the Town for the portion of Meridian Road adjacent to

the property being developed.

- Reservation of a Park Site - An approximately 30-acre (net) parcel (zoned R1-5) will be reserved by the Owner as a park site for the Town for a period of 1 year from the effective date of the agreement. Town may (but is not obligated to) elect to purchase the Park Site, but not less than the entire Park Site, on or prior to the expiration of Reservation Term. The agreement outlines the process for determining the purchase price for the Park Site. The agreement notes that the Town is permitted to use the Park Site as police, public safety and community facilities.
- Pedestrian Connections - Plan for and construct pedestrian and bicycle connections from the residential parcels to the park site.
- Water and Sewer Improvements - The Owner will design and construct all on-site water and sewer lines within the Property as required to the boundary of the Park Site, and to serve the balance of the Property.

As specified in the Development Agreement, the Town's obligations are summarized as follows:

- Water and Sewer Service - The Town acknowledges that the Property has been approved by Arizona Department of Water Resources for a Certificate of Assured Water Supply, for 313 acres feet of water. The Owner intends to reapply to Arizona Department of Water Resources for a reapproval of the Certificate of Assured Water Supply consistent with the approved PAD. The Town agrees that in the event the Town purchases the Park Site, the 313-acre feet of water allocation shall remain on the balance of the Property not acquired by the Town and retained by Owner. Town shall be responsible to obtain all State and Federal approvals and water assurances for the Park Site.
- Site Improvements - The Town agrees that the Owners shall only be responsible for 25% of a traffic signal on Meridian Road, if a traffic signal is warranted.
- Park Lighting - If the Park Site is developed as a public park, the Town will incorporate lighting that minimizes the impact upon adjacent residential developments.

Resolution 1591-24 and the final draft development agreement will be added as an attachment to the staff report prior to the Council Meeting on May 15.

#### **Concurrent Application and Next Steps:**

A PAD Rezone application (Case P23-0168) has been submitted concurrently with the Development Agreement request. The Planning Commission public hearing for the PAD Rezone request was held on April 10, 2024. The potential approval date for the Development Agreement and rezoning is anticipated on May 15, 2024 at the Town's Council's regularly scheduled meeting.

#### **Fiscal Impact:**

The Finance Department has completed a fiscal analysis of the proposed development agreement. The information contained in this section summarizes the direct impacts of the terms of the development agreement.

The property owner is requesting permission to rezone approximately 131 acres of its property, including 53 acres to R1-5 (previously R1-18) and 78 acres to MDR/PAD (previously R1-18). Proposed residential development on the property includes single family detached homes, multi-family, and townhomes. If the Bosma Farms project develops as proposed, staff estimates that the development will generate approximately \$12 million in one-time revenues from building permit fees, impact and capacity fees, and construction sales tax. Staff also estimates that ongoing revenues from the residential units will be approximately \$1.2 million per year in property tax, sales tax, and state shared revenues.

One-time costs associated with the project include the potential construction of a traffic signal on Meridian Road, of which the Town would cover 75% of the cost. This is estimated to be a \$1.2 million one-time cost to the Town. The purchase of the park land reserved for the Town as part of this development agreement is included in the updated Parks Infrastructure Improvement Plan (IIP) scheduled for adoption next month. The cost included in the IIP for this purchase is \$15 million. Should the Town elect to move forward with the purchase, the actual purchase price will be determined through the process identified in the development agreement, and may be more or less

than what is included in the IIP. It is anticipated to have a growth component that will cover approximately 46% of the cost, paid for by Parks Impact Fees. Staff does not anticipate the need to issue debt for the growth share of this park purchase, but that is pending the outcome of the update to the impact fees. The remaining share of costs will be funded by the Town's General Fund, and will be included in the bond issuance anticipated later this calendar year.

Ongoing costs to provide services to the property and residents are not known at this time, but will include street and traffic signal maintenance, fire and medical calls for service, and police protection. The cost of providing water, sewer and trash/recycling services will be covered by utility rates and user fees paid by the residents of the development.

**Alternatives:**

Direct staff to change one or more of the terms in the Development Agreement.



TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.1

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** BRUCE GARDNER, TOWN MANAGER  
**FROM:** SCOTT MCCARTY, FINANCE DIRECTOR  
**RE:** CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1593-24 APPROVING CHANGES TO THE FINANCIAL POLICIES AND GOVERNING GUIDANCE INCLUDED WITH THE FY 2023-24 BUDGET AND APPROVING THE UPDATED PURCHASING POLICY.  
**DATE:** May 15, 2024

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**Suggested Action:**

Motion to approve Resolution 1593-24 approving changes to the financial policies and governing guidance included with the FY 2023-24 Budget and approving the updated Purchasing Policy.

**Relevant Council Goal(s):**

- Effective Government

**Discussion:**

Queen Creek's Financial Policies establish a formal framework for the Town's overall financial planning and management. Individual policies address the following key areas of sound financial management:

- Operating Management
- Pensions
- Reserves
- Revenue Management
- Investments
- Capital Management
- Debt Management
- Fixed Assets
- Budget
- Financial Reporting
- Procurement

Adherence to adopted financial policies promotes sound financial planning and management of public funds. These policies are the basic tenets of the Town's long-range financial planning and serve as guidelines for the development of the annual budget.

Publicly adopted financial policy statements contribute greatly toward increased public confidence, transparency, and accountability by government and are a Government Finance Officers Association (GFOA) recommended best practice. Having clear policies provides a better understanding of the Town's financial affairs to citizens. Explicit financial policies provide clear direction to staff concerning the diligence and stewardship with which public monies are to be managed.

Publicly adopted policies also demonstrate the Town's ongoing commitment to sound financial management. Bond rating agencies have cited the Town's very strong financial policies (with specific emphasis on the Town's Pension Funding Policy), as well as management's diligence in adhering to those policies, as key factors in the Town's AA+ rating. Strong bond ratings contribute to lower borrowing costs for capital projects.

The Town has an established practice of bringing the full set of financial policies to the Town Council on an annual basis for review and amendments as a part of the budget adoption process. The Town Council last approved these policies with Resolution 1527-23 on June 7, 2023.

This year staff has also prepared updates to the Town's Purchasing Policy to bring that policy in line with current processes and industry best practices. The updated policy also increases thresholds for quotes, bids, and signature authority. These changes were discussed with the Town Council in December 2023 and again during the budget meeting on April 9, 2024. The attached Purchasing Policy incorporates feedback from the Town Council at those meetings.

*Amendments to the Financial Policies.* Amendments this year include new policies previously discussed with the Town Council as well as some administrative clean up and clarifications. Following are the significant changes, with reference to the page of the redline version of Attachment A:

1. Operating Capital Funding Policy (p. A-1) – This new policy states that the Town may annually fund capital expenditures in excess of \$5 million from available fund balance, rather than from current-year revenues.
2. Property Tax for Infrastructure Policy (p. A-2) – This new policy is an affirmative statement that the Town will not levy a secondary voter-approved property tax for infrastructure projects.
3. Future Budget Capacity (p. A-2 and A-5) – This is a modification of policies that were approved in prior years. The revised verbiage states the Town's intent to continue to incorporate into the annual Operating Budget placeholders for future budget capacity for ongoing costs of adopted master plans. However, rather than specify fixed amounts to set aside, the policy gives flexibility to determine the amounts each year based on available resources and the Town Council's priorities.
4. Operating Budget Asset / Repair & Replacement Accounts (p. A-3) – An annual repair and replacement funding amount of \$200,000 is added for the Grounds Maintenance division to provide adequate funding to take care of the Town's aging parks and trails. A similar amount will be included in the budgets for the Recreation and Aquatic Center beginning in fiscal year 2025-26.
5. Operating Budget Fund Balance (Liquidity Ratio) (p. A-5) – This new policy states that the Town's Operating Budget fund balance will be 100% of recurring expenses, and any amount above this level is available for spending on one-time needs.
6. Infrastructure Reserve (p. A-5) – This new policy sets aside General Fund construction sales tax revenue in excess of \$10 million for future infrastructure projects.
7. Budget Amendments Process (p. A-9) – Updated budget adjustment approval thresholds for the Town Manager that are similar to the proposed thresholds of the updated Purchasing Policy. The proposed change is to increase from \$50,000 to \$75,000 the Town Manager's ability to approve budget adjustments between departments and capital projects. There is no change to the line-item budget adjustments threshold of \$25,001 for moving budget between expenditure lines within the same department (for example, from Office Supplies to Professional Services in the IT department).

Other changes to the policies are administrative in nature to clarify existing practices and use the correct terms from government accounting standards and budgeting best practices. The full list of financial policies is included as Attachment A, with new additions identified in bold and underlined, and deletions identified with strike-through text. A clean version of the document is included as Attachment B.

*Amendments to the Purchasing Policy.* As mentioned, staff discussed proposed changes to the Purchasing Policy with the Town Council in two separate meetings. Those discussions focused on

increasing the thresholds for quotes, bids, and contract signature authority. Based on Town Council feedback, the proposed changes are as follows:

**Quote and Bid Thresholds:**

APPROACH	CURRENT	RECOMMENDED
Direct Select / "Best Value"	\$0 - \$4,999	\$0 - \$10,000
Minimum Three Verbal Quotes	\$5,000 - \$9,999	N/A
Minimum Three Written Quotes	\$10,000 - \$24,999	\$10,001 - \$50,000
NEW - Procurement Competitive Quote	N/A	\$50,001 - \$100,000
Formal Solicitation	\$25,000 and above	\$100,001 and above

**Signature Authority:**

APPROACH	CURRENT	RECOMMENDED
Department Directors	N/A	N/A
Town Manager	\$0 - \$24,999	\$0 - \$75,000
Council Approval	\$25,000 and above	\$75,001 and above

The Purchasing Policy recognizes that the Town has certain expenditures that do not fit within a traditional procurement process and that are of public policy and interest to the Town Council. Accordingly, these items will continue to be presented to the Town Council for approval regardless of the dollar amount. These exceptions to the Signature Authority thresholds are as follows:

- League of Arizona Cities and Towns
- Greater Phoenix Economic Council (GPEC)
- Chamber of Commerce
- Tourism / Visit Mesa
- Phoenix-Mesa Gateway Airport
- Performing Arts Center
- Nonprofit Contributions
- Legislative Affairs

Other changes to the Purchasing Policy are meant to update and modernize the policy’s language and requirements based on the Town’s current standards and industry best practices. These updates include changes to the following areas:

- Definitions
- Federal funding requirements
- Single Source, Sole Source, Competition Impractical
- Protest Policy
- Exempt Procurements
- Good and Services Procurement
- Conflicts of Interest

Finally, staff requests that the effective date of the changes to the Purchasing Policy be June 1, 2024. With this effective date, the list of contracts and spending authority authorizations scheduled for the June 5<sup>th</sup> agenda item will be noticeably smaller than prior years because the threshold for Town Council approval will now be \$75,000, instead of the \$25,000 limit under the old policy.

**Fiscal Impact:**

The FY 2024-25 budget was developed based on these policies.

**Alternatives:**

If the Town Council desires to address any specific policy included here, staff could bring it back as a separate discussion item at a later Council meeting.

**Attachment(s):**

1. [Resolution 1593-24](#)
2. [Attachment A - Queen Creek Financial Policies, with amendments identified](#)
3. [Attachment B - Queen Creek Financial Policies \(clean version\)](#)
4. [Attachment C - Updated Purchasing Policy](#)



**RESOLUTION NO. 1593-24**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AFFIRMING AND ESTABLISHING FINANCIAL POLICIES AND GOVERNING GUIDANCE**

**WHEREAS**, establishing sound financial policies and principles contributes to sound financial management, continuity in handling financial affairs, and preserving the Town’s fiscal integrity; and

**WHEREAS**, financial policies establish the framework for overall fiscal planning and management; and

**WHEREAS**, financial plans set forth guidelines against which current performance can be measured and proposals for future programs can be evaluated; and

**WHEREAS**, the Government Finance Officers Association (GFOA) recommends adopting financial policies as a best practice; and

**WHEREAS**, establishing financial policies helps the Town maintain its strong bond rating; and

**WHEREAS**, establishing a comprehensive Purchasing Policy ensures legal compliance over the methods and processes of acquiring goods and services and enhances safeguards over spending of public funds; and

**WHEREAS**, the Town Council has discussed and reviewed proposed changes to the Town’s Purchasing Policy;

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

**Section 1:** The comprehensive financial policies and governing guidance attached hereto as Attachments A and B and incorporated herein by this reference are hereby approved and adopted.

**Section 2:** The updated Purchasing Policy attached hereto as Attachment C and incorporated herein by the reference is hereby approved and adopted.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 15th day of May, 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



# Financial Policies

The financial policies establish the framework for overall fiscal planning and management. They set forth guidelines for both current activities and long-range planning. The policies are reviewed annually to assure the highest standards of fiscal management. The Town Manager and the Town Council Budget Committee have the primary role of reviewing financial actions and providing guidance to the Town Council. The following policies will be affirmed and adopted per Council Resolution when the Town Council adopts the final budget.

## Overall Goals

The overall financial goals underlying these policies are:

- Fiscal conservatism: To ensure that the Town is at all times in a solid financial condition. This can be defined as:
  - Cash Solvency - the ability to pay bills.
  - Budgetary Solvency - the ability to balance the budget. Neither a budget deficit nor budget surplus is present in the budget. Revenues equal expenditures.
  - Long-run Solvency - the ability to pay future costs.
- Flexibility: To ensure that the Town is in a position to respond to changes in the economy or new service challenges without an undue amount of financial stress.
- Adherence to the highest accounting and management practices: To ensure compliance with standards for financial reporting and budgeting established by the Government Finance Officers' Association (GFOA), the Governmental Accounting Standards Board (GASB), and other professional best practices.

## Operating Management Policies

- Ongoing operating costs should be supported by ongoing, stable revenue sources as much as possible. Some corollaries to this policy are:
  - Fund balances should be used only for one-time expenditures, such as capital equipment and improvements or contingency accounts.
  - Ongoing maintenance costs should be financed through operating revenues rather than debt.
  - Fluctuating federal grants should not be used to finance ongoing programs.
- ~~Revenues from growth or development should be allocated to one-time costs as much as possible. This policy implies a commitment to identifying the portions of the Town revenue stream that result from growth.~~
- ~~Unassigned fund balances in the General Fund must equal 25% of revenue in the Operating Budget, per Town Council policy, to provide a cushion to address emergency situations and unforeseen circumstances.~~
- ~~Capital expenditures in the Operating Budget in excess of \$5 million may be funded from Available Fund Balance, as defined in the Total Operating Budget Fund Balance policy.~~
- Enterprise Funds should be self-sufficient. They should include a sufficient unrestricted fund balance to absorb fluctuations in annual revenue. Enterprise Funds should be charged directly for expenditures such as staff salaries and fringes and direct operating expenditures. Departmental support costs for such General Fund support as Information Technology, Communications & Marketing, Finance, Budget, Human Resources, etc. will be charged at least quarterly to these funds based upon an approved methodology. Operational revenue should be great enough to cover debt service and replacement capital costs.
- A financial forecasting model should be developed to test annually the ability of the Town to absorb operating costs due to capital improvements and to react to changes in the economy or service demands. This annual forecast should at minimum cover the current and next fiscal year.



# Financial Policies

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- Laws and policies on limitations on revenue sources should be explicitly addressed in the budget process. These include:
  - Annual Local Transportation Assistance Funds (LTAF) must be used for public transit or streets, but a small portion (10%) may be used for cultural purposes.
  - Highway User Revenue Fund (HURF) must be used for expenditures found in the right-of-way including streets, sidewalks, curbs, etc.
  - Property taxes must be used only for Public Safety expenditures. The primary property tax rate will be set at the Truth in Taxation levy rate through FY 2027/28 provided: (1) the levy rate exceeds \$1.40 per \$100 of assessed value; and (2) the total amount of property taxes assessed is at least 20% of the Town’s Public Safety Expenses. This policy has the effect of freezing property taxes for existing property owners. As values of existing properties increase, the tax rate will decrease so that the Town collects the same amount of property tax from existing properties that it did in the prior year. Any increase to property tax revenue will only come from new assessed values resulting from new construction (e.g., new homes, new businesses, etc.). This policy will be re-evaluated during fiscal year 2027-28.
  - Voter-approved property taxes (Secondary Property Tax) will not be used to fund infrastructure projects.
- Comparison of service delivery will be made on a periodic basis to ensure that quality services are provided to citizens at the most competitive and economical cost. The review of service delivery alternatives will be performed on a periodic basis.
- Future Budget Capacity – As part of the Town’s long-range financial planning efforts, the Town will strive to annually set aside amounts in the Operating Budget as expense placeholders to build capacity for possible future debt service or operational costs related to implementing adopted master plans, expanding service levels of existing programs, or starting new programs. The amounts to set aside each year will be evaluated based on the timing of such future costs, availability of resources, and the Town Council’s priorities. All such future program costs will be incorporated into the Operating Budget five-year financial plan only after the Town Council adopts a master plan or otherwise directs staff to begin planning for such future programs or costs. Areas of emphasis include:
  - Police Master Plan
  - Fire Master Plan
  - Transportation Master Plan
  - Parks Master Plan
- ~~Police Master Plan Future Budget Capacity – For fiscal year 2023/24, the Town will set aside \$500,000 in the Operating Budget as an expense placeholder to begin building budget capacity for possible future debt service costs related to implementing the Police Master Plan. The amount set aside each year thereafter will increase by \$500,000 until the Operating Budget has sufficient capacity to accommodate new expenses related to future phases of the Police Master Plan.~~
- ~~Parks Master Plan Future Budget Capacity – For fiscal year 2022/23, the Town will set aside \$500,000 in the Operating Budget as an expense placeholder to begin building budget capacity for possible future debt service costs related to implementing future phases of the Town’s Parks Master Plan. The amount set aside each year thereafter will increase by \$500,000 until the Operating Budget has sufficient capacity to accommodate the new expenses related to future phases of the Parks Master Plan.~~



# Financial Policies

- Operating Budget Asset / Repair & Replacement Accounts – Each year the Town will set aside fixed amounts in certain departmental budgets within the Operating Budget to be used for ongoing repairs, maintenance, and replacement of critical operating assets. Any unused budget appropriations will lapse at the end of the fiscal year. The following amounts will be budgeted annually:
  - Information Technology - \$425,000
  - Facilities Maintenance - \$350,000
  - HPEC - \$200,000
  - Grounds Maintenance - \$200,000
- Treatment Effluent Purchase Policy – Treated wastewater effluent (TWE) is a valuable water resource and can directly offset groundwater pumping recharge requirements as established by the Arizona Groundwater Management Act. TWE is a by-product of the wastewater treatment process, which costs are the responsibility of the Town’s Wastewater System. TWE is an asset only to the Town’s Water System.
  - Because of the significant and distinct difference between the customer base of the Town’s Water and Wastewater Systems, the Town’s Water System shall purchase any TWE produced and recharged annually that is available as a water resource to the Town’s Water System.
  - The Town Council, as part of the adopted annual budget, shall establish the internal rate and charge for TWE for any given year.

## Pension Funding Policies

The Town Council will annually review the Pension Funding Policy. The objectives of this policy are:

1. Fully funded pension plans. Maintain adequate assets so that current plan assets plus future contributions and investment earnings are sufficient to fund all benefits expected to be paid to members and their beneficiaries. The target funded ratio goal is 100% (full funding). Taxpayer and member equity is best achieved at full funding. At full funding, both the member and taxpayer have paid the appropriate costs incurred to date.
2. Maintain intergenerational equity. Pension costs are paid by the generation of taxpayers who receive the services. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Pensions that are less than fully funded place the cost of service provided in earlier periods on the current and future taxpayers. If the plan is underfunded (less than 100%), future members and taxpayer are responsible for an unfair portion of plan costs.
3. Maintain stability of the Town’s contribution amounts.
4. Maintain public policy goals of accountability and transparency. Each policy element is clear in intent and effect, and each should allow an assessment of whether, how and when the funding requirements of the plan will be met.

The Town Council will fully fund the pension liabilities for the three pension systems by directing resources created from revenues in excess of expenses at the end of every fiscal year. The three pension liabilities will be fully funded in the following priority order: first, the fire unfunded pension liability; second, the police unfunded pension liability; and third, the ASRS unfunded pension liability.

### Specific Funding Practices:

1. Fire Plan in PSPRS. Prior to June 30th annually, the Town will remit a one-time payment to PSPRS. The amount remitted will be the greater of the Net Pension Liability reported in the Queen Creek Fire Department’s most recent GASB 68 Employer Reporting Accounting Schedules, or the Unfunded Actuarial



# Financial Policies

Accrued Liability reported in the Queen Creek Fire Department’s most recent Actuarial Valuation. The amount will be based on Tier 1 and 2 employees only.

2. Police Plan in PSPRS. A Police\_Unfunded Pension Liability Reserve account is created in the General Fund. The amount recorded in this reserve represents the Town’s share of the greater of the Net Pension Liability as reported in the Queen Creek Police Department’s most recent GASB 68 Employer Reporting Accounting Schedules, or the Unfunded Actuarial Accrued Liability as reported in the Queen Creek Police Department’s most recent Actuarial Valuation. Additionally, the amount held in the Town’s former MCSO Unfunded Pension Liability Reserve account will be transferred to the Police Unfunded Pension Liability Reserve account at the end of fiscal year 2021/22 and will remain in the Police Reserve account to provide resources for funding future pension liabilities. Over time, as the actuarial valuations of the PSPRS Plan mature, the monies in the Town’s reserve account will be transferred to the PSPRS Plan.
3. Arizona State Retirement System (ASRS). ASRS Unfunded Pension Liability Reserve accounts are created in the General Fund and each Enterprise Fund. The amounts recorded in these reserves represent the Town’s share of the ASRS Net Pension Liability as reported in the ASRS’s most recent GASB 68 Employer Reporting Accounting Schedules. The ASRS Actuarial Valuation does not have sufficient information to allocate or estimate the Town’s portion of the ASRS UAAL, therefore only the GASB 68 reports will be used for this policy.

### Allocation of Resources to Fund Reserve Accounts:

- a. Annually, all available resources in the Operating Budget in excess of the Town’s Operating Budget 25% Unassigned Fund Balance Reserve will be directed in the following priority order until both reserves are fully funded: first, to the Police Unfunded Pension Liability Reserve and second, to the ASRS Unfunded Pension Liability Reserve in the General Fund.
- b. Annually, unrestricted net position in each Enterprise Fund will be directed to the ASRS Unfunded Pension Liability Reserve in the respective Enterprise Fund until the reserves are fully funded. Each Enterprise Fund’s share of the ASRS Net Pension Liability will be based on that fund’s covered payroll relative to total covered payroll for all of the Town’s ASRS-eligible employees.

## Reserve Policies

The Town’s reserve policy covers the General Fund, Enterprise Funds (Water, Sewer and Solid Waste), and Special Revenue Funds (e.g., HURF, Emergency Services Fund, Town Center Fund). The Town Development Fee Funds and capital project funds (Drainage and Transportation, and General CIP) are excluded from this policy and are covered by the reserves established for the General Fund. The reserve policy varies by fund depending upon the underlying revenue risk.

Fund balance is an important indicator of the Town’s financial position. Maintaining reserves is considered a prudent management practice. Adequate fund balances are maintained to allow the Town to continue providing services to the community in case of unexpected emergencies or requirements, economic downturns, and “pay-as-you-go” funding for capital projects or one-time expenditures.

In an effort to ensure the continuance of sound financial management of public resources, the Town of Queen Creek’s Unassigned General Fund Balance will be maintained to provide the Town with sufficient working capital and a comfortable margin of safety to address emergencies, sudden loss of revenue or operating needs, and unexpected downturns without borrowing.

~~This policy~~These policies establishes the amounts the Town will strive to maintain in its fund balances, the conditions under which fund balances may be spent, and the method by which fund balances will be restored. These amounts are expressed as goals, recognizing that fund balance levels can fluctuate from year to year in the normal course of operations for any local government.



# Financial Policies

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- Operating Budget (General Fund, Emergency Management Services Fund, HURF, and Horseshoe Park Fund). The Town will strive to maintain an Unassigned Fund Balance reserve in the General Fund equivalent to 25% of the following year's Operating Budget revenue (excluding one-time grant revenue). It is the intent of the Town to limit use of Operating reserves to non-recurring needs such as to address emergency situations, unexpected events where damage is incurred and immediate, remedial action must be taken to protect the health and safety of residents (e.g. floods, fires, and storm damage), capital needs and other such non-recurring needs. Fund Balance may decline year over year, due to a sudden decline in revenue during the last quarter of the fiscal year, and expenditure savings cannot be achieved fully in this limited timeframe. The Town will consider this funding situation as part of new fiscal year budget discussions. The Town's objective is not to use Fund Balance for recurring expenditures. Any planned usage of the Unassigned Fund Balance reserve must be appropriated by the Town Council. Any unplanned usage or drawdown caused by revenue declines will be reported to the Council as part of normal financial reporting to Council.
- Total Operating Budget Fund Balance (Liquidity Ratio) – The Town will strive to maintain an Operating Budget fund balance equal to 100% of recurring Operating Budget expenses (defined as personnel costs, supplies/contracts/services, and debt service). Any amount of Operating Budget Fund Balance in excess of 100% of recurring expenses is considered "Available Fund Balance" and may be appropriated by the Town Council for one-time expenditures.
- Pay-As-You-Go (PAYGO) Infrastructure Reserve – Beginning in fiscal year 2023/24, the Town will set aside all sales tax revenues above \$10 million that are generated from the Town's General Fund sales tax rate on prime contracting activities ("construction sales tax") -as a separate reserve in the Operating Budget to provide resources for future infrastructure projects. Use of the PAYGO Infrastructure Reserve must be appropriated by the Town Council.
- Road Replacement Reserve – Beginning in fiscal year 2021/22, the Town will set aside \$500,000 as a separate reserve in the Operating Budget to provide resources for future replacement of the Town's major transportation infrastructure. The amount set aside each year thereafter will ~~increase by \$500,000 until the annual set-aside amount approximates the annualized repair and replacement costs of the Town's major transportation infrastructure~~ be evaluated based on the timing of such future costs, availability of resources, and the Town Council's priorities. Use of the Road Replacement Reserve must be appropriated by the Town Council.
- Special Revenue Funds - The Town will strive to maintain a Restricted Fund Balance reserve in Special Revenue Funds, as defined by GAAP, equivalent to 10% of annual recurring revenues in these funds.
- Water and Wastewater Funds – After fully funding the pension reserves required by the Town's Pension Funding Policy, Queen Creek shall establish and maintain two types of reserves for both the Water and Wastewater Funds – an operating reserve and a repair/replacement reserve.
  - The target of the Water and Wastewater operating reserves will be equal to one year of each respective fund's operating expenses.
  - The target level of the Water and Wastewater repair/replacement reserves will be equal to 1.5 times the annual depreciation of each respective fund's capital assets.
  - Annual net budgetary basis operating income results will be designated into these fund balances – with 30% going to fund the operating reserve and 70% going to fund the repair/replacement reserve – until fully funded.



# Financial Policies

Any appropriation from any Water or Wastewater reserve fund shall require the approval of the Town Council. The Council may authorize use of reserve funds for unanticipated events threatening public health, safety or welfare. The use of any reserve should be requested only after all other budget sources have been examined for available funds. Any approval of the use of the reserve funds must also include a repayment plan that restores the reserve to the minimum adopted level within three fiscal years following the fiscal year in which the use occurred. Compliance with the provisions of this policy shall be reviewed annually as part of the budget adoption process.

- The Chief Financial Officer is authorized to classify available fund balance for specific purposes in accordance with GASB Statement 54. It is the policy of the Town that when expenditures are incurred for which more than one category of fund balance could be used, the order of use is Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

## Revenue Management Policies

- The Town will strive for a more diversified and stable revenue system, maintained to ensure the fiscal health of the community.
- User fees for all operations will be examined annually to ensure that fees cover direct and indirect cost of service as much as possible.
- Enterprise fees (Water, Wastewater and Solid Waste) shall be set to fully recover their respective operating costs, including debt service.
- Development fees for one-time capital expenses attributable to new development will be reviewed at least every five years to ensure that fees match development-related expenses.
- Central Arizona Groundwater Replenishment District (CAGRD) Credits will be allocated annually per Resolution 1204-18.
- The Town Utilities (Water and Wastewater) will include payments to the Operating Budget that reflect the true cost of utility operations, similar to expenses for private utilities, including: franchise fees, payments in lieu of property taxes and the recovery of a reasonable rate of return. These additional Operating Budget revenues will be dedicated to fund Public Safety and Fire/EMS.
  - In-Lieu Property Taxes shall be equivalent to the Town's Primary Property Tax Rate per \$100 of 18% (the current statutory assessment ratio) of the net asset values for real and personal property owned by the Water and Wastewater Systems.
  - Franchise Fees shall be 5% of annual Water and Wastewater operating revenues.
  - Return on Investment shall be 10% of the annual operating revenues generated by non-Town resident customers.

## Investment Policies

The primary objectives of the Town's investment activities are:

- Safety of principal – the Town will seek to ensure preservation of principal in the overall portfolio.
- Liquidity – the investment pools and funds will remain sufficiently liquid to enable the Town to meet all operating requirements that might be reasonably anticipated.
- Return on investment – the investment pools and funds shall be managed with the objective of attaining a competitive rate of return given the constraints of the aforementioned safety and liquidity objectives.



# Financial Policies

## Capital Management Policies

- A five-year capital improvement plan (CIP) will be prepared and updated each year. This includes all projects that carry out the Town's strategic and general plans.
- Each department must, when planning capital projects, estimate the impact on the Town's operating budget over the next five years.
- Amendments to capital appropriations fall under the same guidelines as changes to the operating budget noted in the Budget Policies Section.

## Debt Management Policies

The debt policy is to be used in conjunction with the adopted budget, the Capital Improvement Program (CIP) and other financial policies as directed by the Mayor and Town Council. Bond, lease/purchase financing; internal borrowing between funds, and state agency financing through the Greater Arizona Development Authority (GADA) and the Water Infrastructure Finance Authority of Arizona (WIFA) will be considered for financing major capital improvements and equipment for the Town.

- Annual debt service cost should not exceed 25% of the total annual revenue of the Town, including revenue from the General Fund, Development Fees, Water Fund, Sewer Fund, HURF, LTAF, and transportation revenues.
- Bonds must be investment grade without assistance from a credit enhancement.
- The Town must adhere to the State statutes that prescribe the amount of outstanding general obligation debt that a town can have at any one time (20% of the secondary assessed value for water, sewer, parks, public safety, lights and transportation and 6% for all other programs). The Town currently has no general obligation debt outstanding.
- The Town must adhere to Continuing Disclosure compliance procedures to ensure the Town complies with continuing disclosure undertakings entered into by the Town. Such procedures shall ensure the Town meets all disclosure requirements of Rule 15c2-12 decreed by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

## Fixed Asset Policy

- The Town has set its capitalization threshold for all assets with an initial individual cost of \$10,000 or more and an estimated useful life of one year. Assets having value under \$10,000, regardless of their useful life, will not be reported as assets in the fixed asset system. Individual departments are responsible for maintaining inventory and records of all assets under \$10,000.
- All Town departments are required to provide detailed information on all assets, newly acquired during the fiscal year, no later than 30 days prior to the end of the fiscal year.
- Non-cancelable lease agreements are handled in accordance with the Financial Accounting Standards Board (FASB) Statement No. 13.
- Donated assets will be entered into the system at acquisition value as determined through appraisal.
- Construction-in-process is considered a separate type of asset and is tracked separately from the capital assets until the time of completion.
- Costs subsequent to acquisition should be capitalized if any of the following exists:
  - Useful life of asset is increased
  - Quality of services produced from asset is increased
  - Quality of units produced by asset is enhanced





# Financial Policies

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- Disposal of assets shall be in accordance with all applicable federal, state and local regulations and policy.

## Financial Reporting Policies

- The Town's accounting and financial reporting systems will be maintained in conformity with Generally Accepted Accounting Principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB).
- The Town's budget will be submitted to the GFOA Distinguished Budget Presentation Program. The budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units and as a communications device for all significant budgetary issues, trends, and resource choices.
- The Town's Annual Audited Financial Report will be submitted to the GFOA Certificate of Achievement for Excellence in Financial Reporting Program within six months of the close of each fiscal year. The Report will satisfy both GAAP and applicable legal requirements in compliance with Program requirements and sufficient to receive a Certificate of Achievement from the GFOA.
- As required by State law, the Town will prepare an annual Impact Fee Report, which will be adopted by the Town Council.
- The Town will prepare an annual Capacity Fee Report, which will be adopted by the Town Council.
- As required by State law, the Town will undergo a biennial impact fee audit by an independent auditing firm. The audit report will be adopted by the Town Council.
- Financial systems will be maintained to monitor revenues, expenditures, and program performance on an ongoing basis.



# Budget Process & Procedures

## Budget Policies

In accordance with Arizona state law, Queen Creek annually adopts a balanced budget, which is all-inclusive. Arizona Revised Statute §42-17151 requires all estimated sources of revenue, and restricted and unrestricted unencumbered balances from the preceding fiscal year, shall equal the total of amounts proposed to be spent in the budget for the current fiscal year. All-inclusive means that if an item is not budgeted it cannot legally be spent during the fiscal year. Therefore, the budget must include sufficient contingency appropriation provisions for expenditures ~~related to revenues~~ that cannot be accurately determined or anticipated when the budget is adopted.

### Budgetary Fund Classifications

Queen Creek prepares budgets and requests legal appropriation for all of its governmental and proprietary funds: General Fund, HURF, Emergency Services, all other Special Revenue, Enterprise, Capital Improvement, Debt Service and Internal Service. Budgets will be prepared for all funds at the same fund reporting level as presented in the Town’s audited financial statements, except for the following:

- A separate budget will be prepared for the Emergency Services Fund and HPEC Fund, even though these funds are combined with the General Fund in the financial statements. All budget policies will apply to each of these funds individually for purposes of budgetary compliance.
- Separate budgets will be prepared for the operating, capacity fee, capital projects, and debt service funds within the Town’s Water Enterprise function, even though these funds are presented as a single fund in the financial statements. All budget policies will apply to each of these funds individually for purposes of budgetary compliance.
- Separate budgets will be prepared for the operating, capacity fee, capital projects, and debt service funds within the Town’s Wastewater Enterprise function, even though these funds are combined as a single fund in the financial statements. All budget policies will apply to each of these funds individually for purposes of budgetary compliance.

### Budget Amendment Policies

- Reallocation of expenditure authority between Town departments from any non-departmental account, including Contingency, and budget adjustments that include creating new full-time positions, may be done only with approval of the Town Council.
- When a capital project is completed and closed out, any remaining budget authority in the project account automatically reverts to Contingency.
- Budget adjustments to increase Town estimated revenues must be approved by the Town Council.
- Reallocation of expenditure authority between Town budgetary funds (e.g. General Fund, HURF, Development Fee Funds, etc.) requires the approval of the Town Council.
- Reallocation of expenditure authority between departments within the same fund (e.g., Development Services, IT, Community Services) may be made under the following conditions:
  - Budget Office verification of sufficient budget being available for the request
  - Town Manager approval for amounts up to ~~\$50,000~~\$75,000
  - Town Council approval for amounts greater than ~~\$50,000~~\$75,000
- Reallocation of expenditure authority of up to ~~\$50,000~~\$75,000 between capital project accounts requires the Town Manager’s approval only; transfers above that amount require Town Council approval.



# Budget Process & Procedures

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- Reallocation of expenditure authority from one expenditure account to another within a Town departmental budget (Intradepartmental Appropriation Transfer) are as follows, subject to Budget Office verification of sufficient budget being available for the request-;
  - Department Director approval only up to \$25,000 from one expenditure account to another within a departmental budget.
  - Town Manager approval only for amendments greater than \$25,000 within a departmental budget.

## *Carry-Forward of Capital Project Budgets*

- During the annual budget preparation process, the Town will evaluate all active and proposed capital projects against the Town's strategic priorities to ensure capital funding is allocated to projects that are most critical and time-sensitive to meeting the Town's objectives. Budget authority for priority projects will be included in the next fiscal year's budget, including an allowance to carry forward existing budget authority for projects that are already approved and underway.
- If a capital project budget was approved in prior years but the funding is not yet committed under a contract, or if the capital project has not yet started, budget authority for the project will not automatically carry forward into the next fiscal year. Consideration will be given to carry forward uncommitted budget authority tied to a project that is already under an approved delegation resolution.
- Projects that are not specifically carried forward or funded in the next fiscal year will remain active and eligible for funding from Contingency once the project is ready to move forward, provided sufficient funds exist in Contingency to accommodate the project. Allocation of expenditure authority from Contingency for the project requires Town Council approval.

## *Review of Market Compensation Levels (excerpts from Administrative Policies and Procedures Manual)*

- Comprehensive Market Review – When the salary structure is updated due to a comprehensive market review, all merit status employees who are below the proposed minimum of their salary ranges will be brought up to the new minimum. If financially possible, all employees within the structure will be moved the same percentage as the structure, and remain at their respective place within the range to prevent compression.
- Market Adjustment – The Town Manager may recommend to the Council each budget year a market adjustment. The overall amount allocated for a market adjustment, if any, will be determined based on the Town's determination of its fiscal constraints and designated competitive position. Market adjustments are applied to each salary range, and to the salary of each employee, except those employees that are above the maximum of the range and/or redlined. Whether to award a market adjustment on any given year shall at all times be within the discretion of the Town. As approved by the Town Council in February 2014, when evaluating a market adjustment, the Town Manager shall consider economic indicators for that evaluation, which Human Resources have-has identified as:
  - Employment Cost Index for State and Local Government Workers
  - Consumer Price Index for Western Region
- Mid-Year Market Adjustment for Police Sworn Staff – Beginning no later than October 15 of each year, the Human Resources Department will analyze the Town's current Police Sworn salary ranges against the Police Market Comparison cities and towns. If the mid-point of the Town's Police Sworn salary ranges are below the top three entities in the Police Market Comparison, the Town Manager may approve a mid-year market adjustment to realign the Town's competitive position within the local market of police comparisons. If approved by the Town Manager, the mid-year adjustment will become effective on the first pay date in January. Any such mid-year market adjustment will be subject to available funding as approved by the Town Council.



# Budget Process & Procedures

## Budgetary Process

The Town Council follows these procedures in establishing the budgetary data reflected in the financial statements:

1. In accordance with Arizona Revised Statutes, the Town Manager submits to the Town Council a proposed budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them for the upcoming year.
2. ~~At least one p~~Public hearings ~~are is~~ conducted to obtain taxpayer comment.
3. State law sets a limit on the expenditures of local governments. State statute sets the limits based on Economic Estimates Commission unless otherwise approved by voters. The Town of Queen Creek received voter approval to increase this limitation in August 2022 (“permanent base adjustment”). ~~The Town of Queen Creek has adopted an alternative expenditure limitation, also called home rule, in which total budgeted expenditures as adopted by the Town Council become the expenditure limitation.~~
4. Expenditures may not legally exceed the expenditure limitation of all fund types as a whole. For management purposes, the Town adopts a budget by department for the General Fund, ~~and~~ Emergency Services Fund, HURF Fund, and HPEC Fund, and in total by fund for Capital Improvements, Debt Service, Special Revenue, Enterprise, and Internal Service Funds. The adopted budget can be amended by following the Council-approved reallocation procedures.
5. Formal budgetary integration is employed as a management control device during the year for the General Fund and Capital and Special Revenue Funds on essentially the same modified accrual basis of accounting used to record actual revenues and expenditures.

## Budgetary and Accounting Basis

Queen Creek’s budget is prepared on a basis generally consistent with Generally Accepted Accounting Principles.

**Governmental Funds** – the General Fund, Special Revenue Funds, Debt Service and Capital Project Funds budgets are developed using the modified accrual basis of accounting. Under the modified accrual basis:

- Revenues are recognized as soon as they are measurable and available to finance expenditures in the current period or soon enough thereafter to pay liabilities of the current period.
- Expenditures are recognized when the related fund liability is incurred, except for items such as principal and interest on general long-term debt that are recognized when due and compensated absences, which are recorded when payment occurs.

Property, plant and equipment acquired or constructed for general governmental operations are recorded at the time of purchase as expenditures in the funds from which the expenditures were made.

Fixed assets used in governmental fund type operations are accounted for in the Town’s Balance Sheet Statement of Net Position. Public domain (infrastructure) assets consisting of certain improvements other than buildings, such as roads and sidewalks, are ~~not capitalized since these assets are immovable and of value only to the government~~ as required by governmental accounting standards.

~~Property, plant and equipment acquired or constructed for general governmental operations are recorded at the time of purchase as expenditures in the funds from which the expenditures were made.~~

Property, plant and equipment are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated fixed assets are valued at their acquisition value on the date donated.



# Budget Process & Procedures

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Assets in the general fixed asset area are not depreciated.

Debt service payments are recorded as expenditures when paid. Liabilities for outstanding debt are not reported on the balance sheet for governmental funds, but such liabilities are reported on the Statement of Net Position as required by governmental accounting standards.

**Proprietary Funds** – Water, Sewer and Solid Waste Enterprise Funds - are accounted for using the full accrual basis of accounting. Under the full accrual basis:

- Revenues are recognized when earned, and expenses are recognized when incurred.
- Expenditure estimates are developed for all expenses incurred during the fiscal year.

Property, plant and equipment acquired for proprietary funds are capitalized in the respective funds to which they apply.

Property, plant and equipment are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated fixed assets are valued at their acquisition value on the date donated.

Depreciation of buildings, equipment and vehicles in the proprietary fund types is computed using the straight-line method.

Debt service interest payments are recorded as an expense in the funds in which the obligation resides, and debt service principal payments are recorded as a reduction to the long-term liabilities in the respective funds to which they apply.

**Fund Equity** – The unrestricted fund balances for governmental funds represent the amounts available for budgeting future operations. The restricted fund balances for governmental funds represent amounts that have been legally identified for specific purposes. Unrestricted net position for proprietary funds represent the net assets available for future operations or distribution. The restricted net assets in proprietary funds represent the amounts that have been legally identified for specific purposes.

**Inventories** – In governmental funds, purchases of inventory are recorded at the time of purchase as expenditures in the funds from which the expenditures were made. In proprietary funds, purchases of inventory are recorded as an asset and expensed when consumed.



# Financial Policies

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The financial policies establish the framework for overall fiscal planning and management. They set forth guidelines for both current activities and long-range planning. The policies are reviewed annually to assure the highest standards of fiscal management. The Town Manager and the Town Council Budget Committee have the primary role of reviewing financial actions and providing guidance to the Town Council. The following policies will be affirmed and adopted per Council Resolution when the Town Council adopts the final budget.

## Overall Goals

The overall financial goals underlying these policies are:

- Fiscal conservatism: To ensure that the Town is at all times in a solid financial condition. This can be defined as:
  - Cash Solvency - the ability to pay bills.
  - Budgetary Solvency - the ability to balance the budget. Neither a budget deficit nor budget surplus is present in the budget. Revenues equal expenditures.
  - Long-run Solvency - the ability to pay future costs.
- Flexibility: To ensure that the Town is in a position to respond to changes in the economy or new service challenges without an undue amount of financial stress.
- Adherence to the highest accounting and management practices: To ensure compliance with standards for financial reporting and budgeting established by the Government Finance Officers' Association (GFOA), the Governmental Accounting Standards Board (GASB), and other professional best practices.

## Operating Management Policies

- Ongoing operating costs should be supported by ongoing, stable revenue sources as much as possible. Some corollaries to this policy are:
  - Fund balances should be used only for one-time expenditures, such as capital equipment and improvements or contingency accounts.
  - Ongoing maintenance costs should be financed through operating revenues rather than debt.
  - Fluctuating federal grants should not be used to finance ongoing programs.
- Revenues from growth or development should be allocated to one-time costs as much as possible. This policy implies a commitment to identifying the portions of the Town revenue stream that result from growth.
- Capital expenditures in the Operating Budget in excess of \$5 million may be funded from Available Fund Balance, as defined in the Total Operating Budget Fund Balance policy.
- Enterprise Funds should be self-sufficient. They should include a sufficient unrestricted fund balance to absorb fluctuations in annual revenue. Enterprise Funds should be charged directly for expenditures such as staff salaries and fringes and direct operating expenditures. Departmental support costs for such General Fund support as Information Technology, Communications & Marketing, Finance, Budget, Human Resources, etc. will be charged at least quarterly to these funds based upon an approved methodology. Operational revenue should be great enough to cover debt service and replacement capital costs.
- A financial forecasting model should be developed to test annually the ability of the Town to absorb operating costs due to capital improvements and to react to changes in the economy or service demands. This annual forecast should at minimum cover the current and next fiscal year.
- Laws and policies on limitations on revenue sources should be explicitly addressed in the budget process. These include:



# Financial Policies

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- Annual Local Transportation Assistance Funds (LTAF) must be used for public transit or streets, but a small portion (10%) may be used for cultural purposes.
- Highway User Revenue Fund (HURF) must be used for expenditures found in the right-of-way including streets, sidewalks, curbs, etc.
- Property taxes must be used only for Public Safety expenditures. The primary property tax rate will be set at the Truth in Taxation levy rate through FY 2027/28 provided: (1) the levy rate exceeds \$1.40 per \$100 of assessed value; and (2) the total amount of property taxes assessed is at least 20% of the Town's Public Safety Expenses. This policy has the effect of freezing property taxes for existing property owners. As values of existing properties increase, the tax rate will decrease so that the Town collects the same amount of property tax from existing properties that it did in the prior year. Any increase to property tax revenue will only come from new assessed values resulting from new construction (e.g., new homes, new businesses, etc.). This policy will be re-evaluated during fiscal year 2027-28.
- Voter-approved property taxes (Secondary Property Tax) will not be used to fund infrastructure projects.
- Comparison of service delivery will be made on a periodic basis to ensure that quality services are provided to citizens at the most competitive and economical cost. The review of service delivery alternatives will be performed on a periodic basis.
- Future Budget Capacity – As part of the Town's long-range financial planning efforts, the Town will strive to annually set aside amounts in the Operating Budget as expense placeholders to build capacity for possible future debt service or operational costs related to implementing adopted master plans, expanding service levels of existing programs, or starting new programs. The amounts to set aside each year will be evaluated based on the timing of such future costs, availability of resources, and the Town Council's priorities. All such future program costs will be incorporated into the Operating Budget five-year financial plan only after the Town Council adopts a master plan or otherwise directs staff to begin planning for such future programs or costs. Areas of emphasis include:
  - Police Master Plan
  - Fire Master Plan
  - Transportation Master Plan
  - Parks Master Plan
- Operating Budget Asset / Repair & Replacement Accounts – Each year the Town will set aside fixed amounts in certain departmental budgets within the Operating Budget to be used for ongoing repairs, maintenance, and replacement of critical operating assets. Any unused budget appropriations will lapse at the end of the fiscal year. The following amounts will be budgeted annually:
  - Information Technology - \$425,000
  - Facilities Maintenance - \$350,000
  - HPEC - \$200,000
  - Grounds Maintenance - \$200,000
- Treatment Effluent Purchase Policy – Treated wastewater effluent (TWE) is a valuable water resource and can directly offset groundwater pumping recharge requirements as established by the Arizona Groundwater Management Act. TWE is a by-product of the wastewater treatment process, which costs are the responsibility of the Town's Wastewater System. TWE is an asset only to the Town's Water System.



# Financial Policies

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- Because of the significant and distinct difference between the customer base of the Town's Water and Wastewater Systems, the Town's Water System shall purchase any TWE produced and recharged annually that is available as a water resource to the Town's Water System.
- The Town Council, as part of the adopted annual budget, shall establish the internal rate and charge for TWE for any given year.

## Pension Funding Policies

The Town Council will annually review the Pension Funding Policy. The objectives of this policy are:

1. Fully funded pension plans. Maintain adequate assets so that current plan assets plus future contributions and investment earnings are sufficient to fund all benefits expected to be paid to members and their beneficiaries. The target funded ratio goal is 100% (full funding). Taxpayer and member equity is best achieved at full funding. At full funding, both the member and taxpayer have paid the appropriate costs incurred to date.
2. Maintain intergenerational equity. Pension costs are paid by the generation of taxpayers who receive the services. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Pensions that are less than fully funded place the cost of service provided in earlier periods on the current and future taxpayers. If the plan is underfunded (less than 100%), future members and taxpayer are responsible for an unfair portion of plan costs.
3. Maintain stability of the Town's contribution amounts.
4. Maintain public policy goals of accountability and transparency. Each policy element is clear in intent and effect, and each should allow an assessment of whether, how and when the funding requirements of the plan will be met.

The Town Council will fully fund the pension liabilities for the three pension systems by directing resources created from revenues in excess of expenses at the end of every fiscal year. The three pension liabilities will be fully funded in the following priority order: first, the fire unfunded pension liability; second, the police unfunded pension liability; and third, the ASRS unfunded pension liability.

### Specific Funding Practices:

1. Fire Plan in PSPRS. Prior to June 30th annually, the Town will remit a one-time payment to PSPRS. The amount remitted will be the greater of the Net Pension Liability reported in the Queen Creek Fire Department's most recent GASB 68 Employer Reporting Accounting Schedules, or the Unfunded Actuarial Accrued Liability reported in the Queen Creek Fire Department's most recent Actuarial Valuation. The amount will be based on Tier 1 and 2 employees only.
2. Police Plan in PSPRS. A Police\_Unfunded Pension Liability Reserve account is created in the General Fund. The amount recorded in this reserve represents the Town's share of the greater of the Net Pension Liability as reported in the Queen Creek Police Department's most recent GASB 68 Employer Reporting Accounting Schedules, or the Unfunded Actuarial Accrued Liability as reported in the Queen Creek Police Department's most recent Actuarial Valuation. Additionally, the amount held in the Town's former MCSO Unfunded Pension Liability Reserve account will be transferred to the Police Unfunded Pension Liability Reserve account at the end of fiscal year 2021/22 and will remain in the Police Reserve account to provide resources for funding future pension liabilities. Over time, as the actuarial valuations of the PSPRS Plan mature, the monies in the Town's reserve account will be transferred to the PSPRS Plan.
3. Arizona State Retirement System (ASRS). ASRS Unfunded Pension Liability Reserve accounts are created in the General Fund and each Enterprise Fund. The amounts recorded in these reserves represent the Town's share of the ASRS Net Pension Liability as reported in the ASRS's most recent GASB 68 Employer





# Financial Policies

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Reporting Accounting Schedules. The ASRS Actuarial Valuation does not have sufficient information to allocate or estimate the Town's portion of the ASRS UAAL, therefore only the GASB 68 reports will be used for this policy.

## Allocation of Resources to Fund Reserve Accounts:

- a. Annually, all available resources in the Operating Budget in excess of the Town's Operating Budget 25% Unassigned Fund Balance Reserve will be directed in the following priority order until both reserves are fully funded: first, to the Police Unfunded Pension Liability Reserve and second, to the ASRS Unfunded Pension Liability Reserve in the General Fund.
- b. Annually, unrestricted net position in each Enterprise Fund will be directed to the ASRS Unfunded Pension Liability Reserve in the respective Enterprise Fund until the reserves are fully funded. Each Enterprise Fund's share of the ASRS Net Pension Liability will be based on that fund's covered payroll relative to total covered payroll for all of the Town's ASRS-eligible employees.

## Reserve Policies

The Town's reserve policy covers the General Fund, Enterprise Funds (Water, Sewer and Solid Waste), and Special Revenue Funds (e.g., HURF, Emergency Services Fund, Town Center Fund). The Town Development Fee Funds and capital project funds (Drainage and Transportation, and General CIP) are excluded from this policy and are covered by the reserves established for the General Fund. The reserve policy varies by fund depending upon the underlying revenue risk.

Fund balance is an important indicator of the Town's financial position. Maintaining reserves is considered a prudent management practice. Adequate fund balances are maintained to allow the Town to continue providing services to the community in case of unexpected emergencies or requirements, economic downturns, and "pay-as-you-go" funding for capital projects or one-time expenditures.

In an effort to ensure the continuance of sound financial management of public resources, the Town of Queen Creek's Unassigned General Fund Balance will be maintained to provide the Town with sufficient working capital and a comfortable margin of safety to address emergencies, sudden loss of revenue or operating needs, and unexpected downturns without borrowing.

These policies establish the amounts the Town will strive to maintain in its fund balances, the conditions under which fund balances may be spent, and the method by which fund balances will be restored. These amounts are expressed as goals, recognizing that fund balance levels can fluctuate from year to year in the normal course of operations for any local government.

- Operating Budget (General Fund, Emergency Management Services Fund, HURF, and Horseshoe Park Fund). The Town will strive to maintain an Unassigned Fund Balance reserve in the General Fund equivalent to 25% of the following year's Operating Budget revenue (excluding one-time grant revenue). It is the intent of the Town to limit use of Operating reserves to non-recurring needs such as to address emergency situations, unexpected events where damage is incurred and immediate, remedial action must be taken to protect the health and safety of residents (e.g. floods, fires, and storm damage), capital needs and other such non-recurring needs. Fund Balance may decline year over year, due to a sudden decline in revenue during the last quarter of the fiscal year, and expenditure savings cannot be achieved fully in this limited timeframe. The Town will consider this funding situation as part of new fiscal year budget discussions. The Town's objective is not to use Fund Balance for recurring expenditures. Any planned usage of the Unassigned Fund Balance reserve must be appropriated by the Town Council. Any unplanned usage or drawdown caused by revenue declines will be reported to the Council as part of normal financial reporting to Council.



# Financial Policies

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- Total Operating Budget Fund Balance (Liquidity Ratio) – The Town will strive to maintain an Operating Budget fund balance equal to 100% of recurring Operating Budget expenses (defined as personnel costs, supplies/contracts/services, and debt service). Any amount of Operating Budget Fund Balance in excess of 100% of recurring expenses is considered “Available Fund Balance” and may be appropriated by the Town Council for one-time expenditures.
- Pay-As-You-Go (PAYGO) Infrastructure Reserve – Beginning in fiscal year 2023/24, the Town will set aside all sales tax revenues above \$10 million that are generated from the Town’s General Fund sales tax rate on prime contracting activities (“construction sales tax”) as a separate reserve in the Operating Budget to provide resources for future infrastructure projects. Use of the PAYGO Infrastructure Reserve must be appropriated by the Town Council.
- Road Replacement Reserve – Beginning in fiscal year 2021/22, the Town will set aside \$500,000 as a separate reserve in the Operating Budget to provide resources for future replacement of the Town’s major transportation infrastructure. The amount set aside each year thereafter will be evaluated based on the timing of such future costs, availability of resources, and the Town Council’s priorities. Use of the Road Replacement Reserve must be appropriated by the Town Council.
- Special Revenue Funds - The Town will strive to maintain a Restricted Fund Balance reserve in Special Revenue Funds, as defined by GAAP, equivalent to 10% of annual recurring revenues in these funds.
- Water and Wastewater Funds – After fully funding the pension reserves required by the Town’s Pension Funding Policy, Queen Creek shall establish and maintain two types of reserves for both the Water and Wastewater Funds – an operating reserve and a repair/replacement reserve.
  - The target of the Water and Wastewater operating reserves will be equal to one year of each respective fund’s operating expenses.
  - The target level of the Water and Wastewater repair/replacement reserves will be equal to 1.5 times the annual depreciation of each respective fund’s capital assets.
  - Annual net budgetary basis operating income results will be designated into these fund balances – with 30% going to fund the operating reserve and 70% going to fund the repair/replacement reserve – until fully funded.

Any appropriation from any Water or Wastewater reserve fund shall require the approval of the Town Council. The Council may authorize use of reserve funds for unanticipated events threatening public health, safety or welfare. The use of any reserve should be requested only after all other budget sources have been examined for available funds. Any approval of the use of the reserve funds must also include a repayment plan that restores the reserve to the minimum adopted level within three fiscal years following the fiscal year in which the use occurred. Compliance with the provisions of this policy shall be reviewed annually as part of the budget adoption process.

- The Chief Financial Officer is authorized to classify available fund balance for specific purposes in accordance with GASB Statement 54. It is the policy of the Town that when expenditures are incurred for which more than one category of fund balance could be used, the order of use is Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

## Revenue Management Policies

- The Town will strive for a more diversified and stable revenue system, maintained to ensure the fiscal health of the community.
- User fees for all operations will be examined annually to ensure that fees cover direct and indirect cost of service as much as possible.



# Financial Policies

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- Enterprise fees (Water, Wastewater and Solid Waste) shall be set to fully recover their respective operating costs, including debt service.
- Development fees for one-time capital expenses attributable to new development will be reviewed at least every five years to ensure that fees match development-related expenses.
- Central Arizona Groundwater Replenishment District (CAGRD) Credits will be allocated annually per Resolution 1204-18.
- The Town Utilities (Water and Wastewater) will include payments to the Operating Budget that reflect the true cost of utility operations, similar to expenses for private utilities, including: franchise fees, payments in lieu of property taxes and the recovery of a reasonable rate of return. These additional Operating Budget revenues will be dedicated to fund Public Safety and Fire/EMS.
  - In-Lieu Property Taxes shall be equivalent to the Town's Primary Property Tax Rate per \$100 of 18% (the current statutory assessment ratio) of the net asset values for real and personal property owned by the Water and Wastewater Systems.
  - Franchise Fees shall be 5% of annual Water and Wastewater operating revenues.
  - Return on Investment shall be 10% of the annual operating revenues generated by non-Town resident customers.

## Investment Policies

The primary objectives of the Town's investment activities are:

- Safety of principal – the Town will seek to ensure preservation of principal in the overall portfolio.
- Liquidity – the investment pools and funds will remain sufficiently liquid to enable the Town to meet all operating requirements that might be reasonably anticipated.
- Return on investment – the investment pools and funds shall be managed with the objective of attaining a competitive rate of return given the constraints of the aforementioned safety and liquidity objectives.

## Capital Management Policies

- A five-year capital improvement plan (CIP) will be prepared and updated each year. This includes all projects that carry out the Town's strategic and general plans.
- Each department must, when planning capital projects, estimate the impact on the Town's operating budget over the next five years.
- Amendments to capital appropriations fall under the same guidelines as changes to the operating budget noted in the Budget Policies Section.

## Debt Management Policies

The debt policy is to be used in conjunction with the adopted budget, the Capital Improvement Program (CIP) and other financial policies as directed by the Mayor and Town Council. Bond, lease/purchase financing; internal borrowing between funds, and state agency financing through the Greater Arizona Development Authority (GADA) and the Water Infrastructure Finance Authority of Arizona (WIFA) will be considered for financing major capital improvements and equipment for the Town.

- Annual debt service cost should not exceed 25% of the total annual revenue of the Town, including revenue from the General Fund, Development Fees, Water Fund, Sewer Fund, HURF, LTAF, and transportation revenues.



# Financial Policies

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- Bonds must be investment grade without assistance from a credit enhancement.
- The Town must adhere to the State statutes that prescribe the amount of outstanding general obligation debt that a town can have at any one time (20% of the secondary assessed value for water, sewer, parks, public safety, lights and transportation and 6% for all other programs). The Town currently has no general obligation debt outstanding.
- The Town must adhere to Continuing Disclosure compliance procedures to ensure the Town complies with continuing disclosure undertakings entered into by the Town. Such procedures shall ensure the Town meets all disclosure requirements of Rule 15c2-12 decreed by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

## Fixed Asset Policy

- The Town has set its capitalization threshold for all assets with an initial individual cost of \$10,000 or more and an estimated useful life of one year. Assets having value under \$10,000, regardless of their useful life, will not be reported as assets in the fixed asset system. Individual departments are responsible for maintaining inventory and records of all assets under \$10,000.
- All Town departments are required to provide detailed information on all assets, newly acquired during the fiscal year, no later than 30 days prior to the end of the fiscal year.
- Non-cancelable lease agreements are handled in accordance with the Financial Accounting Standards Board (FASB) Statement No. 13.
- Donated assets will be entered into the system at acquisition value as determined through appraisal.
- Construction-in-process is considered a separate type of asset and is tracked separately from the capital assets until the time of completion.
- Costs subsequent to acquisition should be capitalized if any of the following exists:
  - Useful life of asset is increased
  - Quality of services produced from asset is increased
  - Quality of units produced by asset is enhanced
- Disposal of assets shall be in accordance with all applicable federal, state and local regulations and policy.

## Financial Reporting Policies

- The Town's accounting and financial reporting systems will be maintained in conformity with Generally Accepted Accounting Principles (GAAP) and standards of the Governmental Accounting Standards Board (GASB).
- The Town's budget will be submitted to the GFOA Distinguished Budget Presentation Program. The budget should satisfy criteria as a financial and programmatic policy document, as a comprehensive financial plan, as an operations guide for all organizational units and as a communications device for all significant budgetary issues, trends, and resource choices.
- The Town's Annual Audited Financial Report will be submitted to the GFOA Certificate of Achievement for Excellence in Financial Reporting Program within six months of the close of each fiscal year. The Report will satisfy both GAAP and applicable legal requirements in compliance with Program requirements and sufficient to receive a Certificate of Achievement from the GFOA.
- As required by State law, the Town will prepare an annual Impact Fee Report, which will be adopted by the Town Council.
- The Town will prepare an annual Capacity Fee Report, which will be adopted by the Town Council.



# Financial Policies

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- As required by State law, the Town will undergo a biennial impact fee audit by an independent auditing firm. The audit report will be adopted by the Town Council.
- Financial systems will be maintained to monitor revenues, expenditures, and program performance on an ongoing basis.



# Budget Process & Procedures

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## Budget Policies

In accordance with Arizona state law, Queen Creek annually adopts a balanced budget, which is all-inclusive. Arizona Revised Statute §42-17151 requires all estimated sources of revenue, and restricted and unrestricted unencumbered balances from the preceding fiscal year, shall equal the total of amounts proposed to be spent in the budget for the current fiscal year. All-inclusive means that if an item is not budgeted it cannot legally be spent during the fiscal year. Therefore, the budget must include sufficient contingency appropriation provisions for expenditures that cannot be accurately determined or anticipated when the budget is adopted.

### Budgetary Fund Classifications

Queen Creek prepares budgets and requests legal appropriation for all of its governmental and proprietary funds: General Fund, HURF, Emergency Services, all other Special Revenue, Enterprise, Capital Improvement, Debt Service and Internal Service. Budgets will be prepared for all funds at the same fund reporting level as presented in the Town's audited financial statements, except for the following:

- A separate budget will be prepared for the Emergency Services Fund and HPEC Fund, even though these funds are combined with the General Fund in the financial statements. All budget policies will apply to each of these funds individually for purposes of budgetary compliance.
- Separate budgets will be prepared for the operating, capacity fee, capital projects, and debt service funds within the Town's Water Enterprise function, even though these funds are presented as a single fund in the financial statements. All budget policies will apply to each of these funds individually for purposes of budgetary compliance.
- Separate budgets will be prepared for the operating, capacity fee, capital projects, and debt service funds within the Town's Wastewater Enterprise function, even though these funds are combined as a single fund in the financial statements. All budget policies will apply to each of these funds individually for purposes of budgetary compliance.

### Budget Amendment Policies

- Reallocation of expenditure authority between Town departments from any non-departmental account, including Contingency, and budget adjustments that include creating new full-time positions, may be done only with approval of the Town Council.
- When a capital project is completed and closed out, any remaining budget authority in the project account automatically reverts to Contingency.
- Budget adjustments to increase Town estimated revenues must be approved by the Town Council.
- Reallocation of expenditure authority between Town budgetary funds (e.g. General Fund, HURF, Development Fee Funds, etc.) requires the approval of the Town Council.
- Reallocation of expenditure authority between departments within the same fund (e.g., Development Services, IT, Community Services) may be made under the following conditions:
  - Budget Office verification of sufficient budget being available for the request
  - Town Manager approval for amounts up to \$75,000
  - Town Council approval for amounts greater than \$75,000
- Reallocation of expenditure authority of up to \$75,000 between capital project accounts requires the Town Manager's approval only; transfers above that amount require Town Council approval.
- Reallocation of expenditure authority from one expenditure account to another within a Town departmental budget (Intradepartmental Appropriation Transfer) are as follows, subject to Budget Office verification of sufficient budget being available for the request:;



# Budget Process & Procedures

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- Department Director approval only up to \$25,000 from one expenditure account to another within a departmental budget.
- Town Manager approval only for amendments greater than \$25,000 within a departmental budget.

## *Carry-Forward of Capital Project Budgets*

- During the annual budget preparation process, the Town will evaluate all active and proposed capital projects against the Town's strategic priorities to ensure capital funding is allocated to projects that are most critical and time-sensitive to meeting the Town's objectives. Budget authority for priority projects will be included in the next fiscal year's budget, including an allowance to carry forward existing budget authority for projects that are already approved and underway.
- If a capital project budget was approved in prior years but the funding is not yet committed under a contract, or if the capital project has not yet started, budget authority for the project will not automatically carry forward into the next fiscal year. Consideration will be given to carry forward uncommitted budget authority tied to a project that is already under an approved delegation resolution.
- Projects that are not specifically carried forward or funded in the next fiscal year will remain active and eligible for funding from Contingency once the project is ready to move forward, provided sufficient funds exist in Contingency to accommodate the project. Allocation of expenditure authority from Contingency for the project requires Town Council approval.

## *Review of Market Compensation Levels (excerpts from Administrative Policies and Procedures Manual)*

- Comprehensive Market Review – When the salary structure is updated due to a comprehensive market review, all merit status employees who are below the proposed minimum of their salary ranges will be brought up to the new minimum. If financially possible, all employees within the structure will be moved the same percentage as the structure, and remain at their respective place within the range to prevent compression.
- Market Adjustment – The Town Manager may recommend to the Council each budget year a market adjustment. The overall amount allocated for a market adjustment, if any, will be determined based on the Town's determination of its fiscal constraints and designated competitive position. Market adjustments are applied to each salary range, and to the salary of each employee, except those employees that are above the maximum of the range and/or redlined. Whether to award a market adjustment on any given year shall at all times be within the discretion of the Town. As approved by the Town Council in February 2014, when evaluating a market adjustment, the Town Manager shall consider economic indicators for that evaluation, which Human Resources has identified as:
  - Employment Cost Index for State and Local Government Workers
  - Consumer Price Index for Western Region
- Mid-Year Market Adjustment for Police Sworn Staff – Beginning no later than October 15 of each year, the Human Resources Department will analyze the Town's current Police Sworn salary ranges against the Police Market Comparison cities and towns. If the mid-point of the Town's Police Sworn salary ranges are below the top three entities in the Police Market Comparison, the Town Manager may approve a mid-year market adjustment to realign the Town's competitive position within the local market of police comparisons. If approved by the Town Manager, the mid-year adjustment will become effective on the first pay date in January. Any such mid-year market adjustment will be subject to available funding as approved by the Town Council.



# Budget Process & Procedures

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## Budgetary Process

The Town Council follows these procedures in establishing the budgetary data reflected in the financial statements:

1. In accordance with Arizona Revised Statutes, the Town Manager submits to the Town Council a proposed budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them for the upcoming year.
2. At least one public hearing is conducted to obtain taxpayer comment.
3. State law sets a limit on the expenditures of local governments. State statute sets the limits based on Economic Estimates Commission unless otherwise approved by voters. The Town of Queen Creek received voter approval to increase this limitation in August 2022 (“permanent base adjustment”).
4. Expenditures may not legally exceed the expenditure limitation of all fund types as a whole. For management purposes, the Town adopts a budget by department for the General Fund, Emergency Services Fund, HURF Fund, and HPEC Fund, and in total by fund for Capital Improvements, Debt Service, Special Revenue, Enterprise, and Internal Service Funds. The adopted budget can be amended by following the Council-approved reallocation procedures.
5. Formal budgetary integration is employed as a management control device during the year for the General Fund and Capital and Special Revenue Funds on essentially the same modified accrual basis of accounting used to record actual revenues and expenditures.

## Budgetary and Accounting Basis

Queen Creek’s budget is prepared on a basis generally consistent with Generally Accepted Accounting Principles.

**Governmental Funds** – the General Fund, Special Revenue Funds, Debt Service and Capital Project Funds budgets are developed using the modified accrual basis of accounting. Under the modified accrual basis:

- Revenues are recognized as soon as they are measurable and available to finance expenditures in the current period or soon enough thereafter to pay liabilities of the current period.
- Expenditures are recognized when the related fund liability is incurred, except for items such as principal and interest on general long-term debt that are recognized when due and compensated absences, which are recorded when payment occurs.

Property, plant and equipment acquired or constructed for general governmental operations are recorded at the time of purchase as expenditures in the funds from which the expenditures were made.

Fixed assets used in governmental fund type operations are accounted for in the Town’s Statement of Net Position. Public domain (infrastructure) assets consisting of certain improvements other than buildings, such as roads and sidewalks, are capitalized as required by governmental accounting standards.

Property, plant and equipment are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated fixed assets are valued at their acquisition value on the date donated.

Assets in the general fixed asset area are not depreciated.

Debt service payments are recorded as expenditures when paid. Liabilities for outstanding debt are not reported on the balance sheet for governmental funds, but such liabilities are reported on the Statement of Net Position as required by governmental accounting standards.





# Budget Process & Procedures

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**Proprietary Funds** – Water, Sewer and Solid Waste Enterprise Funds - are accounted for using the full accrual basis of accounting. Under the full accrual basis:

- Revenues are recognized when earned, and expenses are recognized when incurred.
- Expenditure estimates are developed for all expenses incurred during the fiscal year.

Property, plant and equipment acquired for proprietary funds are capitalized in the respective funds to which they apply.

Property, plant and equipment are recorded at historical cost or estimated historical cost if actual historical cost is not available. Donated fixed assets are valued at their acquisition value on the date donated.

Depreciation of buildings, equipment and vehicles in the proprietary fund types is computed using the straight-line method.

Debt service interest payments are recorded as an expense in the funds in which the obligation resides, and debt service principal payments are recorded as a reduction to the long-term liabilities in the respective funds to which they apply.

**Fund Equity** – The unrestricted fund balances for governmental funds represent the amounts available for budgeting future operations. The restricted fund balances for governmental funds represent amounts that have been legally identified for specific purposes. Unrestricted net position for proprietary funds represent the net assets available for future operations or distribution. The restricted net assets in proprietary funds represent the amounts that have been legally identified for specific purposes.

**Inventories** – In governmental funds, purchases of inventory are recorded at the time of purchase as expenditures in the funds from which the expenditures were made. In proprietary funds, purchases of inventory are recorded as an asset and expensed when consumed.

# Procurement Policy



Approved  
May 15, 2024

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## **PURPOSE:**

The Procurement Policy (Policy) of the Town of Queen Creek (Town) controls how the Town procures equipment, materials, goods, supplies, services, and construction. This Policy also promotes principles to:

- Obtain the materials, supplies, services, equipment, construction, and contractual services required by Town departments and divisions in a cost effective and responsive manner that provides for the best solution or option for those departments to better serve the Town.
- Uphold the highest standards and best practices through adoption and adherence with public procurement profession values and guiding principles of efficiency, accountability, ethics, impartiality, professionalism, service, and transparency.
- Provide fair and equitable treatment for all persons doing business with the Town.
- Maximize the effective use of public funds in the procurement of goods and services.
- Provide safeguards for the quality and integrity of the Town's procurement process.
- Maintain a high ethical standard for all officers and employees of the Town in connection with the procurement process.
- Require all parties involved in negotiation, performance, and/or administration of Town contracts to act in good faith.
- Make as consistent as possible the procurement procedures among the various departments and divisions.
- Provide for increased public confidence in the procedures followed in public procurement.
- Provide increased economy in the Town's procurement activities and the purchasing value of the Town's funds.

The Procurement Division is responsible for the procurement of all equipment, materials, goods, supplies, services, and construction by all departments, professional staff, elected and appointed public officials, and all agents and entities under the legislative authority of the Town, except as detailed in the Town Code and in section 1-103 of this document.

The Procurement Division is responsible for providing direction and guidance in all phases of the procurement cycle, including providing direction and guidance to departments in all matters relating to pre-requisition examination of possible supply sources and alternative product investigations, specification preparation and the enforcement of the terms and conditions of purchase orders and Contracts issued by the Town.

This Policy provides sufficient procedural detail to enable Town employees to be fully aware of, and comply with, the Town procurement policies; and to effectively participate in the Town's procurement program. It is not a detailed guide describing each aspect of the Procurement Division's internal specific procurement procedures.

The Procurement Division has a Mission Statement that guides its work. It is important to share this with our clients:

## **MISSION STATEMENT:**

To provide for the fair and equitable treatment of all persons involved in public purchasing by the Town of Queen Creek, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. This policy shall govern the procurement of any goods or services for or on behalf of the Town, including, but not limited to, equipment, materials, goods, supplies, services, construction, and public improvement.

## **ARTICLE 1-GENERAL PROVISIONS**

### **SECTION 1 - APPLICATION**

#### **1-101 Principles of Law Applicable**

Unless displaced or modified by the provisions of this Policy, the applicable principles of law and equity, apply. Unless expressly agreed to otherwise by the Town in writing, all procurements, contracts, disputes and claims shall be governed by Arizona law.

#### **1-102 Requirement of Good Faith**

This Policy requires all parties involved in the Procurement, negotiation, performance, or administration of Town contracts to act in good faith.

#### **1-103 Application of Policy**

- 1) This Policy applies to contracts for the procurement of equipment, material, supplies, services, and construction executed by the Town after its effective date. It applies to all expenditure of public funds by the Town regardless of the source of the funds. When the procurement involves the expenditure of federal and/or state assistance or contract funds, the procurement will comply with all applicable mandatory federal and state laws and regulations. Nothing in this Policy shall prevent the Town from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law. The provisions of this Policy are not applicable to:
  - a) Contracts for professional witnesses or experts if the purpose of such contract is to provide testimony or advise relating to an existing or probable litigation in which this Town is or may become a party or for contracts of special investigative services for law enforcement purposes.
  - b) Agreements negotiated by legal counsel representing the Town in settlement of existing or probable litigation are exempt from the provisions of this Policy.
  - c) The purchase of water or water rights to include but not limited to, surface water, water extinguishment credits, groundwater, and any or all water rights.
  - d) The purchase of natural gas, electric, or communication utilities.
  - e) Intergovernmental Agreements are not subject to this Policy.
  - f) Professional certifications, professional memberships and conference registrations.



- 2) Real Property Transactions such as selling, leasing, licensing, and exchanges of Town Property which are the responsibility of the Economic Development Department.

#### **1-104 Exemptions from Competitive Solicitations**

The following procurements are exempt from the competitive solicitation provisions under Article 3 and Article 5 of this Policy. A purchase order may still be required to process payment to the supplier for the goods and/or services.

- 1) Sole Source procurements, as defined in Section 3-106.
- 2) Single Source Procurements, as defined in Section.3-107.
- 3) Competition Impracticable, as defined in Section 3-108.
- 4) Emergency procurements, as defined in Section 3-109.
- 5) Insurance and Bonds (see Article 5).
- 6) Procurements funded by grants, or gifts when the special conditions conflict attached to the grants, donations or gifts require the procurement of specific goods and/or services.
- 7) Works of art, entertainment, or performance.
- 8) Property owned by another governmental entity.
- 9) Used equipment.
- 10) Membership dues, subscriptions, employee reimbursement, conventions, training, and travel arrangements.
- 11) Advertisements in magazines, newspapers, or other media.
- 12) Goods procured for resale to the public.
- 13) Cooperative procurement, as defined in Article 9.
- 14) Refunds.
- 15) Postage.
- 16) Recreational program instructors.
- 17) On-going payments for fees for maintenance and support of existing software/technology which has already been purchased.
- 18) Published books, maps, periodicals, and technical pamphlets.
- 19) Professional services for real estate, accounting, actuaries, personnel, financial, and insurance consultants; psychologist, physicians, and attorneys-at-law.

Nothing in this section precludes the solicitation of competitive bids or proposals, when possible and determined to be in the best interest of the Town.

#### **1-105 Severability**

If any provision of this Policy or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of this Policy which can be given effect without the invalid provision or application, and to this end the provisions of this Policy are declared to be severable.

#### **1-106 Specific Repealer**

All previous Town procurement policies are repealed and replaced with this Policy.

## 1-107 Construction Against Implicit Repealer

Since this Policy is a general act, no part of it is repealed by subsequent legislation if such construction of the subsequent legislation can be reasonably avoided.

## 1-108 Effective Date

This Policy shall become effective at 12:01 A.M., June 1, 2024.

## SECTION 2 – DEFINITIONS OF TERMS USED IN POLICY

### 1-201 Definitions

- 1) **Advantageous.** In the best interests of the Town as solely determined by the Procurement Officer except as otherwise specified in this Policy.
- 2) **Architecture-Engineering and Land Surveying Services.** Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State.
- 3) **Award.** The final execution of a Contract by the Town representative as authorized by the Town Council pursuant to this Policy.
- 4) **Bid.** An offer to perform a Contract for work and labor or supplying commodities at a specified time.
- 5) **Bid Bond.** A form of security, which indemnifies the Town against a successful bidder's failure to execute the Contract documents and proceed with performance.
- 6) **Bid Closing.** The date and time set forth in the Solicitation after which no Bid or Proposal will be considered.
- 7) **Bidder.** Any individual, corporation, partnership, or business entity, organization or agency which responds to a Bid, Proposal, Solicitation, Offer or any other invitation or request which the Town invites a person to participate.
- 8) **Blind Trust.** An independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.
- 9) **Brand Name or Equal Specification.** A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standards of quality, performance, and other salient characteristics needed to meet Town requirements, and which provides for the submission of equivalent products.
- 10) **Brand Name Specifications.** A specification limited to one or more items by manufacturers' names or catalogue numbers.
- 11) **Business.** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 12) **Capital improvement project.** A new construction project, or the expansion, renovation, or replacement of an existing asset or facility, with a total cost of at least \$25,000 and an estimated useful life of more than one year.
- 13) **Change Order.** A written order signed and issued by the purchasing agent, or the specific Town Representative set forth in the Contract authorized to execute Change

- Orders or if not so designed the purchasing agent, directing the contractor to make changes as provided for under the written Contract.
- 14) **Clarification.** Written or oral communication with a Respondent, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating Minor Informalities or correcting nonjudgmental mistakes in a Bid or Proposal. Clarification does not otherwise afford the Respondent the opportunity to alter or change its Bid or Proposal.
  - 15) **Confidential Information.** Subject to the requirements of Arizona or Federal law, any information (tangible or intangible) which is: (i) proprietary or confidential to the Town and is not a matter of public knowledge or available to the public on request; (ii) determined by the Town to be confidential under a procurement or by a written nondisclosure agreement to be confidential; or otherwise determined by the Town to be confidential under or consistent with applicable law.
  - 16) **Construction.** The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements to include infrastructure of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property, unless otherwise determined to be construction by the Town.
  - 17) **Contract Modification (bilateral change).** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
  - 18) **Construction Manager at Risk (CMAR).** Project delivery method in which the Town awards a contract for construction of a project based on qualifications and delivered through a guaranteed maximum price (GMP).
  - 19) **Contract.** All types of legally binding Town agreements enforceable by law, regardless of what they may be called.
  - 20) **Contractor.** Any person having a contract with the Town.
  - 21) **Cooperative Purchasing.** Solicitation conducted by, or on behalf of, one or more Public Procurement Units, Agency or Organization. A written agreement with a business for the purchase of goods or services that was bid by another Arizona governmental entity or national consortium of which the Town is a member. The rules for which the original agreement was established by the other entity shall assure that such purchases conform to the purpose and spirit of this Policy.
  - 22) **Contract Administrator.** Any person duly authorized to manage, supervise, and monitor the execution of the terms and conditions of a contract.
  - 23) **Contract Value.** The dollar value or estimated dollar value of single-requirement procurement or for the initial period of a term contract. If renewal options are exercised then contract value means the dollar value or estimated dollar value for the specific renewal term executed.
  - 24) **Cost Analysis.** The evaluation of cost data for the purpose of arriving at costs incurred or estimates of cost to be incurred, prices to be paid, and costs to be reimbursed.
  - 25) **Cost Data.** Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by Contractor in performing the contract.

- 26) **Cost-Reimbursement Contract.** A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.
- 27) **Debarment.** The disqualification of a vendor to receive bid solicitations or the award of a contract by the Town for a specified period of time, not to exceed five (5) years, commensurate with the seriousness of the offense resulting from conduct, failure or inadequacy of contract performance or causing harassment to the award or performance of a Town contract.
- 28) **Delegation Resolution.** A written document that defines the scope and limits of signature authority for Capital Improvement Projects that has been approved by the Town Council.
- 29) **Design-Bid-Build** Project delivery method in which the Town sequentially awards separate Contracts, the first for architectural and engineering services to design the project and the second for construction of the project according to the design utilizing an invitation for bid process.
- 30) **Design-Build.** A project delivery method in which the Town enters a single Contract for the design and construction aspects with a single entity known as the design-builder or design-build contractor.
- 31) **Design Requirements.** A written description of the infrastructure facility or service to be procured under this Article, including:
  - a) Required features, functions, characteristics, qualities, and properties that are required by the Town.
  - b) The anticipated schedule, including start, duration, and completion.
  - c) Estimated budgets (as applicable to the specific procurement) for design, construction, operation, and maintenance.
  - d) The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project.
- 32) **Determination.** A decision or determination by the procurement agent or hearing officer or designee as provided for in the Policy.
- 33) **Direct or Indirect Participation.** Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigations, auditing, or in any other advisory capacity.
- 34) **Direct Select.** A methodology for procuring professional services without a competitive process. Such as those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of Arizona.
- 35) **Disadvantaged Business Enterprise (DBE).** A Disadvantaged Business Enterprise or DBE defined in the federal or state requirements applicable to a particular project, Procurement, Contract, or Funding Source.
- 36) **Employee.** An individual drawing a salary or wages from the Town, whether elected or not; any non-compensated individual performing personal services for the Town or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the Town; and any non-compensated individual serving as an elected official of the Town.
- 37) **Exemptions.** Services that are excluded from the competitive solicitation process.

- 38) **Excess Supplies.** Any supplies other than expendable supplies having a remaining useful life, and which are no longer required by the Using Agency in possession of the supplies.
- 39) **Financial Interest.** Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.
- 40) **Gratuity.** A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 41) **Governmental Body.** Any department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation, or other establishment or official of the executive, legislative, or judicial branch of the Town.
- 42) **Grant.** The furnishing by the Town of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure a product, whether in the form of supplies, services, or construction; a Contract resulting from such an award is not a Grant but a procurement Contract.
- 43) **Guaranteed Maximum Price (GMP).** A maximum price for a construction project. The highest amount of labor, material and profit costs a contractor can charge the Town under a construction contract utilizing a GMP price structure.
- 44) **Infrastructure Facility.** A building; structure; or networks of buildings, structures, pipes, controls, and equipment that provide transportation, utilities, or public safety services. Included are government office buildings; water treatment plants, distribution systems, and pumping stations; wastewater treatment plants, collection systems, and pumping stations; incinerators, and related facilities; public roads and streets; highways; public parking facilities; and equipment.
- 45) **Immediate Family.** A spouse, children, parents, and siblings, or as otherwise applicable under Arizona law.
- 46) **Invitation for Bid.** A procurement method used to solicit competitive sealed bid responses when price is the basis for award.
- 47) **Life Cycle.** The useful life of the material, equipment or systems to the original using department to perform the application for which it was initially procured.
- 48) **Liquidated Damages.** Damages provided under a Contract in a sum certain to be awarded to the Town if a Contractor fails to perform as agreed.
- 49) **Micro Procurement.** Purchases that are \$10,000 or below.
- 50) **Minor Informality.** Mistakes, excluding judgmental errors, that have negligible effect on Price, quantity, quality, delivery, or other Contractual terms and the waiver or correction of such mistake does not prejudice other Respondents.
- 51) **Multiple Award.** An award for one or more similar Commodities or Services to more than one Respondent.
- 52) **Notice of Award.** A letter from the Procurement Officer advising the Respondent of the Award of a Contract.
- 53) **Notice to Proceed.** A letter from the using department authorizing the awarded contractor to start the work specified in the Contract.
- 54) **Offer.** A proposal of terms, either solicited or unsolicited, made with the purpose of securing or modifying a Contract.
- 55) **May.** Denotes the permissive.

- 56) **Operations and Maintenance.** A project delivery method whereby the Town enters a single Contract for the routine operation, routine repair, and routine maintenance of an infrastructure facility.
- 57) **Person.** Any business, individual, union, committee, club, other organization, or group of individuals.
- 58) **Price Analysis.** The evaluation of price data, without analysis if the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- 59) **Pricing Data.** Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.
- 60) **Procurement.** The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining if any supply, service, or construction including description of requirements, selection as well as solicitations of sources, preparation and award of contract, and all phases of contract administration.
- 61) **Procurement Officer.** Any person duly authorized to enter and administer Contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.
- 62) **Professional Services.** Services that may be lawfully rendered only by a person licensed or otherwise authorized by a licensing authority in the State of Arizona to render the service, or those services requiring special knowledge, education or skill and where the qualifications of the persons rendering the services are of primary importance. Professional Services shall include but are not limited to, appraisers, attorneys, architects, engineers, surveyors, accountants, psychologists, physicians and other health professionals.
- 63) **Proposal Development Documents.** Drawings and other design related documents that are sufficient to fix and describe the size and character of an infrastructure facility as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method.
- 64) **Public Notice.** The distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and web sites designated by the Town and maintained for that purpose.
- 65) **Purchasing Agent.** The Town's principal public procurement official and contracting officer of the Town appointed by the Council.
- 66) **Request for Proposals.** The document used to solicit proposals from potential providers (proposers) for goods and services. Price is usually not a primary evaluation factor. An RFP provides for the negotiation of all terms, including price, prior to Contract award. May include a provision for the negotiation of best and final offers. May be a single-step or multistep process.
- 67) **Responsible Bidder or Offeror.** A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facility, equipment, and credit which will assure good faith performance.

- 68) **Responsive Bidder.** A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.
- 69) **Responsive Bid or Proposal.** A bid, proposal, or offer that fully conforms in all material respects to the solicitation and all its requirements, including all form and substance.
- 70) **Services.** The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- 71) **Shall.** Denotes the imperative.
- 72) **Small Business.** A concern, including its affiliates, which is independently owned and operated, which is not dominant in its field and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year.
- 73) **Specification.** Any description of the physical or functional characteristics or of the nature of supply, service, or construction item. It may include a description of any requirements for inspecting, testing, or preparing a supply, service, or construction item for delivery.
- 74) **Supplies.** All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.
- 75) **Surplus Supplies.** Any supplies other than expendable supplies no longer having any use to the Town. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.
- 76) **Using Agency.** Any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to this Policy.
- 77) **Written or In Writing.** The product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.
- 78) **Written Determination.** A written decision resolving a question or controversy, or finalizing a position within the limits of authority under this Policy.

## **1-202 Definitions in Contracts and Procurements.**

In the case of conflicts between the definitions in this Policy and any definition or defined terms in a Procurement or Contract resulting from a Procurement, the meanings assigned to words in the Procurement or Contract shall prevail.

## **SECTION 3 – PROCUREMENT DOCUMENTS, RECORDS AND INFORMATION**

### **1-301 Public Access to Procurement Information.**

Procurement information shall be a public record to the extent applicable by State and Federal laws, **but only to the extent such information is not Confidential Information.**

### **1-302 Determinations**

Written Determinations required by this Policy shall be retained in the appropriate official Procurement file of the Purchasing Agent.

### **1-303 Authorization for the Use of Electronic Media**

- 1) The use of electronic media, including acceptance of electronic signatures, is authorized consistent with the Town's applicable statutory, regulatory, or other guidance for use of such media, so long as such guidance has been specifically adopted by the Town and provides for:
  - a) Appropriate security to prevent unauthorized access to the bidding, approval, and award processes;
  - b) Accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying;
  - c) Unless expressly provide for in writing other than the electronic media, and only to the extent mutually agreed to by authorized representative of the parties, emails, texts or other electronic media communications may not be utilized to: (i) modify or change the application of these Policies; (ii) satisfy a notification requirement; nor (iii) modify or effectuate a change to a Procurement or a Contract.

## **ARTICLE 2-DUTIES AND AUTHORITY OF PARTIES**

### **SECTION 1- PURCHASING AGENT**

#### **2-101 Establishment and Appointment**

- 1) Establishment of the Position of Purchasing Agent. The Town created the position of Purchasing Agent, who shall be the Town's principal public procurement official.
- 2) Appointment. The Finance Director is appointed the principal public Procurement Official.
- 3) The Purchasing Agent shall oversee the Town's Procurement Division.

#### **2-102 Principal Contracting Officer of the Town**

The Purchasing Agent shall serve as the principal contracting officer of the Town.

#### **2-103 Authority and Duties**

Except as otherwise provided herein, the Purchasing Agent shall serve as the principal public procurement official for the Town of Queen Creek, and is responsible for the procurement of equipment, materials, goods, supplies, services, and construction in accordance with this Policy, as well as the management and disposal of supplies. The Purchasing Agent shall:



- 1) Procure or supervise the procurement of all equipment, materials, goods, supplies, services, and construction needed by the Town.
- 2) Ensure a copy of applicable solicitation documents, agreements, leases, or Contracts as necessary are forwarded to the Town Attorney and or designee for review or returning the Contract, lease, or agreement to the supplier for delivery of goods and/or services.
- 3) Ensure all original solicitation documents, agreements, and Contracts for projects, construction, leases, goods and services are forwarded to the Town Clerk for record retention upon completion of the bidding and awarding of the projects, construction, leases, goods, and services.
- 4) Sell, trade, or otherwise dispose of surplus supplies belonging to the Town.
- 5) Establish and maintain programs for specifications development, Contract administration and inspection and acceptance, in cooperation with the department using the supplies, services, and construction.
- 6) Ensure compliance with this Policy and implementing regulations by reviewing and monitoring procurements conducted by any designee, department, agency, or official delegated authority under Section 2-202 (Delegation of Authority by the Purchasing Agent).
- 7) Make all determinations required under this Policy and as otherwise authorized by the Town Manager and/or Town Council.

#### **2-104 Power to Adopt Operational Procedures**

Consistent with the provisions of this policy, the Purchasing Agent may adopt operational procedures governing the internal functions of the Office of the Purchasing Agent.

### **SECTION 2 - OTHER PARTIES**

Procurements shall not be made by Town employees independent of the Purchasing Agent unless otherwise authorized in writing by the Town Manager, or in cases of emergency.

#### **2-201 Duties and Authority of the Departments**

- 1) In Relation to Procurement:
  - a) Identify its procurement needs and the availability of funding;
  - b) Submit specifications, performance criteria, schedule, budget (including contingency), and other requirements for the required supplies, goods, services, and deliverables to the Procurement Division;
  - c) Participate in the evaluation of bids and proposals; and
  - d) Be responsible for warranties, life cycles and such.
- 2) After Procurement:
  - a) Closeout the contract and/or project;
  - b) Obtain and maintain all required deliverables including maintenance and other manuals, warranties, etc.;
  - c) Inspect the supplies or goods delivered and services performed to determine conformity with the requirements set forth in the bid or proposal documents and with contractual obligations;

- d) Authorize payment for conforming supplies, goods or services or notify the Purchasing Agent of nonconforming supplies, goods or services;
- e) Report all property available for disposal to the Procurement Division; and
- f) Provide any additional documentation required by the Procurement Division.

## **2-202 Delegations of Authority by the Purchasing Agent.**

- 1) With the approval of the Town Manager, the Purchasing Agent may delegate authority to purchase supplies, services, or construction items to other Town employees, if such delegation is deemed necessary for effective procurement of those items. Notwithstanding the provisions of [Section 2-103](#) (Authority and Duties), procurement authority for supplies, services, or construction may be delegated to other Town [staff](#) by the [Purchasing Agent](#), when such delegation is deemed necessary for the effective procurement of supplies, services, or construction.
- 2) [Delegation or any modification of authority shall be in writing and shall specify:](#)
  - a) [The scope and type of authority delegated or modified;](#)
  - b) [Any limits or restrictions on the exercise of the delegated authority;](#)
  - c) [Whether the authority may be further delegated; and](#)
  - d) [The duration of the delegation.](#)
- 3) [The designated individual\(s\) within the Town receiving a delegation of authority shall exercise that authority according to this Policy and the terms of the delegation.](#)

## **2-203 Town Council**

The Town Council shall be the awarding authority for procurements that are either not budgeted or when the cost to the Town is [\\$75,001](#) or more. The Town Council may delegate signature authority for contracts of [\\$75,001](#) or more as outlined in Article 5-105.

## **2-204 Unauthorized Purchases**

- 1) [Town employees are prohibited from ordering supplies and/or services, or contractually bind the Town, other than through the procedures and the guidelines set forth in this Policy. In such cases, the Town is not legally bound by any such actions. An employee who makes an unauthorized purchase may incur a personal obligation to the vendor for the expense incurred, even though the supplies and/or services are used for Town business.](#)
- 2) [If an unauthorized purchase is identified, the Procurement Division will notify Human Resources and the employee's direct Supervisor and appropriate actions will be taken which may result in recuperation of any funds expended in an improper manner and progressive discipline up to and including termination.](#)

# ARTICLE 3-SOURCE SELECTION AND CONTRACT FORMATION

## SECTION 1 - METHODS OF SOURCE SELECTION

### 3-101 Micro Procurements

- 1) Procurements of a single commodity or service valued at \$10,000 or less are micro procurements and may be purchased directly based on best value provided that:
  - a) Annually based on fiscal year, the total cost for such goods or services does not exceed the micro procurement threshold.
  - b) Requirements are not artificially divided to avoid this or any other procurement thresholds.
- 2) **These micro procurements may be monitored and reviewed by the Procurement Division.**

### 3-102 Competitive Quote

- 1) **Competitive Quote:** Procurements valued between \$10,001 and \$50,000 are made by written quotes in accordance with this section. Informal written quotes may include emailed quotes, catalog pricing, on-line pricing, and other similar methods. Procurements shall not be artificially divided to avoid these competitive requirements. A minimum of three quotes must be obtained to satisfy this requirement. The individual Departments may complete this process with assistance from the Procurement Division as outlined in the Standard Operating Procedures.
- 2) **Procurement Competitive Quote:** Procurements valued between \$50,001 - \$100,000 may be made by Request for Quote or Request for Proposal in accordance with this section. Request for Quotes/Proposals will be issued through the Town's e-procurement platform, unless otherwise approved by the Procurement Division. Quotes and/or Proposals shall include a scope of work, specifications, requirements, and all terms and conditions applicable to the procurement. This will be completed by the procurement staff with assistance from the using department as outlined in the Standard Operating Procedures.

### 3-103 Formal Competitive Sealed Bidding (\$100,001 or greater)

- 1) All Town Contracts greater than \$100,001 shall be awarded by competitive sealed bidding except as noted in sections 1-103, 1-104, and 3-104.
  - a) **Invitation for Bids.** An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
  - b) **Public Notice.** Adequate public notice of the Invitation for Bids shall be given a reasonable time of not less than 15 calendar days prior to the date set forth therein for the opening of bids. A notice inviting bids shall be published [on the Town's](#)

Procurement webpage and in a newspaper of general circulation, trade publications and other similar methods as designated by the Purchasing Agent. The public notice shall state the date, time, and manner of bid opening.

- c) **Bid Opening.** Bids shall be opened publicly in the presence of one or more witnesses at the time and manner designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specific by regulation, together with the name of each bidder shall be recorded and open to public inspection; the record and each bid shall be open to public inspection. The bids shall not be open for public inspection until after a contract is awarded.
- d) **Bid Acceptance and Bid Evaluation.** Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the Invitation for Bids.
- e) **Correction or Withdraw of bids; Cancellation of Awards.** Correction or withdraw of inadvertently erroneous bids before or after opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate and a written determination is made by the Purchasing Agent or designee. Mistakes discovered before bid opening may be modified or withdrawn through the Town's e-Procurement Portal, the responding firm may "unsubmit" their bid in OpenGov Procurement. After withdrawing a previously submitted bid, the responding firm may submit another bid at any time up to the deadline for submitting bids prior to the bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions, of bids prejudicial to the interest of the Town or fair competition shall be permitted. In lieu of bid correction, low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
  - i. The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
  - ii. The bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the corrections or withdraw of bids, based on bid mistakes, shall be supported by written determination made by the Purchasing Agent.
- f) **Award.** The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

### 3-104 Formal Competitive Sealed Proposals.

- 1) When the purchasing agent determines that it is either not practicable or not advantageous to the Town, a contract may be entered into by use of the competitive sealed proposals method. This section does not apply to procurement of construction, construction services or specified professional services as outlined in Article 5 of this policy.
  - a) **Request for Proposal.** Proposals shall be solicited through a Request for Proposals.
  - b) **Public Notice.** Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 3-103(Public Notice) provided, the minimum time shall be 15 calendar days.
  - c) **Receipt of Proposals.** Proposals shall be received and opened at the time and manner designated in the request for proposals. A register of proposals shall be prepared containing the name of each Respondent. The register of proposal shall be open for public inspection after the proposal closing. No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing respondents during the process of negotiation.
  - d) **Evaluation.** An evaluation committee will be established that is a diverse group with knowledge and experience in the specific scope of services requested under each Request for Proposal. Evaluation committee members will score each response individually through the Towns e-procurement platform. Evaluators will determine their ratings, make notes about each proposal, and submit their evaluation through the e-procurement platform. The request for proposals shall state the relative importance of price and other evaluation factors.
  - e) **Discussion with Responsible Respondents and Revisions to Proposals.** As provided in the request for proposals, discussions may be conducted with responsible respondents who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.
  - f) **Fair and Equal Treatment.** Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of clarification to ensure full understanding of the solicitation requirements and to permit revision of offers by obtaining best and final offers. If discussions are conducted, all respondents who have submitted proposals that are determined by the procurement officer to be reasonably susceptible to being selected for award shall be invited to submit a best and final offer. During any discussions, there shall be no disclosure of identity of competing respondents or of any information derived from proposals submitted by competing respondents.
  - g) **Award.** Award shall be made to the responsible respondent whose proposal is determined in writing to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria maybe used in the evaluation. The amount of any applicable transaction privilege or use tax is not a factor in determining the most advantageous proposal. The contract file shall contain the basis in which the award is made.

- h) **Debriefings.** The Purchasing Agent or designee is authorized, but not required, to provide debriefings that furnish the basis for the source selection decision and Contract award.

### **3-105 Tied among Solicitations**

- 1) In the event that two (2) or more respondents submit identical offers for a quote or bid the Procurement Division shall award the bid by the firm that scored the highest points in the highest ranked evaluation criteria.
- 2) In the event that two (2) or more proposals received in response to a Request for Proposal achieved equal scores, the Procurement Division shall award the proposal based on the firm that scored the highest points in the highest ranked evaluation criteria.
- 3) If the Town is selecting a consultant on the basis of qualifications alone and determines after the ranking that two (2) or more proposers are equally qualified, the selected consultants may be invited to an interview by the selection committee. The consultants may be scored based on the interview criteria alone or a combination of the interview score and proposal score to determine the highest ranked respondent.

### **3-106 Sole Source Procurement**

- 1) A contract or purchase may be awarded without competition when the Purchasing Agent or designee determines in writing, after conducting a good faith review of available sources, that there is only one source available for the required supply, service, or construction item. The Purchasing Agent or designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- 2) A record of the sole source procurements shall be maintained as a public record and shall list each contractor's name, the purchase order number (if applicable), contract, amount and the reasoning of the decision.

### **3-107 Single Source Procurement**

- 1) A contract or purchase may be awarded without competition when the Purchasing Agent or designee determines in writing, after conducting a good faith review of available sources, that there is more than one viable supplier, but the Purchasing Agent or designee determines that it is in the best interest to award to a single source as the vendor/distributor has a special ability to provide unique knowledge and qualifications. The Purchasing Agent or designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- 2) A record of single source procurements shall be maintained as a public record and shall list each contractor's name, the purchase order number (if applicable), the contract, amount and the reasoning of the decision.

### **3-108 Competition Impracticable**

- 1) A contract or purchase may be awarded without competition when the Purchasing Agent or designee determines in writing, that a competitive procurement is impracticable, unnecessary or contrary to the Town's interest. The Purchasing Agent or designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- 2) A record of competition impracticable procurements shall be maintained as a public record and shall list each contractor's name, the purchase order number (if applicable), contract, amount and the reasoning of the decision.

### **3-109 Emergency Procurement**

Notwithstanding any other provisions of this Policy, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition, as is practicable under circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, purchase order and the amount. In the event that the cost of the emergency is greater than \$75,000, the purchase shall be taken to Council for ratification after the fact.

### **3-110 Waiver by Town Council**

The Town Council reserves the right to waive the requirements of this Policy, provided the Council waiver is granted prior to the initiation of the procurement.

## **SECTION 2 – CANCELLATION AND REJECTION**

### **3-201 Town's Right to Cancel or Reject**

The Town may cancel any solicitation or reject any or all bids or responses in whole or in part, when it is for good cause and in the best interest of the Town. A written determination shall be made part of the contract file. Each solicitation issued by the Town shall state that the solicitation may be cancelled and that any bid or response may be rejected in whole or in part for good cause when in the best interests of the Town.

### **3-202 - Notice of Cancellation**

Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements or similar items.

### 3-203 Reasons for Rejection

Reasons for rejection shall be provided in writing upon written request by unsuccessful bidders or respondents.

## SECTION 3 - QUALIFICATIONS AND DUTIES

### 3-301 Responsibility of Bidders and Respondents

- 1) Determination of Non-responsibility. If a bidder or respondent who otherwise would have been awarded a contract is found to be non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.
- 2) Right of Nondisclosure. Information furnished by a bidder or offeror pursuant to this Section shall not be disclosed by the Town outside of the office of the Purchasing Agent, or using department, without prior written consent by the bidder or offeror [to the extent allowed by Arizona open records laws and rules.](#)

### 3-302 Cost or Pricing Data

- 1) The Purchasing Agent may request factual information reasonably available to the bidder or offeror to substantiate that the price or cost offered, or some portion of it, is reasonable, including but not limited to if [the price is:](#)
  - a) **not** based on adequate price competition;
  - b) based on established catalogue or market prices;
  - c) set by law or regulations;
  - d) [determined by the Town to be erroneous, unbalanced, irregular, or otherwise not in the best interest of the Town; or](#)
  - e) [the price or cost exceeds an amount established in the regulations; or](#)

### 3-303 Costs or Price Analysis

A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of the Contract other than the one awarded under Section 3-103 (Competitive Sealed Bidding). A written record of such cost analysis or price analysis [is](#) made a part of the contract file.

- 1) Cost analysis includes the appropriate verification of cost or pricing data, and the use of this data, as well as any available historical comparative data, to evaluate [the:](#)



- a) specific elements of cost;
  - b) necessity of certain costs;
  - c) reasonableness of amounts estimated for the necessary costs;
  - d) reasonableness of allowances for contingencies;
  - e) basis used for allocation of indirect costs;
  - f) appropriateness of allocations of particular indirect costs to the proposed contract;  
and
  - g) reasonableness of the total cost or price.
- 2) Price analysis is used to determine if a price is reasonable and acceptable. It involves an evaluation of prices for the same or similar items or services. Examples of price analysis criteria include, but are not limited to:
- a) Price submissions of prospective bidders or offerors in the current procurement;
  - b) prior price quotations and contract prices charged by the bidder, offeror, or contractor;
  - c) prices published in catalogues or price lists;
  - d) prices available on the open market; and
  - e) in-house estimates of cost.

In making a price analysis, consideration must be given to any differing terms and conditions.

### **3-304 Bid Performance Bonds on Supply or Service Contracts.**

Bid and performance bonds or other security may be requested for supply contracts or service contracts as required by law or as the Purchasing Agent or director of a using department deems advisable to protect the Town's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

## **SECTION 4- CONTRACT AUTHORITY, TYPES OF CONTRACTS AND CONTRACT ADMINISTRATION**

### **3-401 Contract Authority**

Except for contracts under a Delegation Resolution as outlined in Article 5 Part A, all contracts and agreements greater than \$75,000 shall be approved by Town Council and signed by the Mayor or designee.

All contracts and agreements \$75,000 or less shall be signed by the Town Manager or designee.

### 3-402 Change Orders

- 1) Any amendments or change orders to a Contract that are within the Council authorized amount shall be approved and signed by the Town Manager or designee.
- 2) Except as set forth in subsection 3 below, any amendments or change orders to a Contract or agreement which cause the total value of the agreement or Contract to exceed \$75,000 require Council approval unless prior authorization was granted.
- 3) Purchases requiring a change order for additional cost due to taxes and shipping may be approved by the Procurement Officer and would not require Council approval.

### 3-403 Types of Contracts

- 1) Town Standard Contract. Where Town Standard form contract shall be used, unless use of another form of contract is approved in writing by the director and the Town Attorney or Purchasing Agent. Reasons for not using a Town Standard Contracts include:
  - a) Minor procurement, small cost, short duration, or limited scope;
  - b) Standardized commercial product (*i.e.*, software licenses, common products).
- 2) All contracts entered into by the Town must include all clauses and provisions required by law for that particular type of contract, service or product.
- 3) General Authority. Subject to limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the Town may be used.
  - a) A cost reimbursement contract may be used only when the Purchasing Agent makes a determination in writing that such Contract is likely to be less costly to the Town than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
  - b) However, when using federal funds, cost plus a percentage of cost Contracts are prohibited.
  - c) When using federal funds, the need for time and materials Contracts requires the Purchasing Agent to issue a written determination as to their need.
- 4) Multi-Term Contracts.
  - a) Specified Period. Unless otherwise provided by law, a Contract for supplies or services may be entered into up to five (5) years, as deemed to be in the best interests of the Town. Awards for more than five (5) years require a written determination of need by the Purchasing Agent. The maximum length includes the term of the Contract and all possible renewals or extensions. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. A multi-term contract should be used only for supplies or services needed on a continuing basis with annual quantity requirements which can be

reasonable estimated in advance. Multi-term procurements should attract more competitors to submit bids or offerors for the large contract awards.

- b) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing:
    - i. That estimated requirements cover the period of the Contract and are reasonably firm and continuing; and
    - ii. that such a Contract will serve the best interests of the Town by encouraging effective competition or otherwise promoting economies in Town procurement.
  - c) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
- 5) Multiple Source Contracting.
- a) General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the Town's actual requirements is limited by the provision of Uniform Commercial Code Section 2-306(1).
  - b) Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3-102 (Competitive Quotes), Section 3-103 (Formal Competitive Sealed Bidding), Section 3-104 (Formal Competitive Sealed Proposals), and Section 3-109 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the Town's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available products or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
  - c) Contract and Solution Provisions. All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that [the Town shall reserve the right to take bids or responses separately if:](#)
    - i. a particular quantity requirements arises which exceeds its normal requirements or an amount specified in contract; and
    - ii. the Purchasing Agent approves a finding that the supply or service available under the Contract will not meet a nonrecurring special need of the Town.
  - d) Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the Town shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

- e) Determination Required. The Purchasing Agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

### **3-404 Contract Clauses and Their Administration.**

- 1) Contract Clauses. All Town contracts for supplies, services, and construction shall include provisions necessary to define the responsibility and rights of the parties to the contract. The Purchasing Agent, after consulting with the Town Attorney, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:
  - a) the unilateral right of the Town to order in writing changes in the work within the scope of the contract;
  - b) the unilateral right of the Town to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
  - c) variations occurring between estimated quantities of work in contract and actual quantities;
  - d) defective pricing;
  - e) liquidation damages;
  - f) specified excuses for delay or nonperformance;
  - g) termination of the contract for default;
  - h) termination of the contract in whole or in part for the convenience of the Town;
  - i) suspension of work on a construction project ordered by the Town; and
  - j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
    - i. when the contract is negotiated;
    - ii. when the contract provides the site or design; or
    - iii. when the parties have otherwise agreed with respect to the risk of differing site conditions.
- 2) Price Adjustments
  - a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
    - i. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
    - ii. By unit prices specified in the contract or subsequently agreed upon;
    - iii. By the cost attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
    - iv. In such other manner as the contracting parties may mutually agree; or
    - v. In the absence of agreement by parties, by a unilateral determination by the Town of the costs attributable to the events or situations under such clauses with adjustments of profit or fee as computed by the Town, as accounted for in accordance with reference to cost principles and subject to the provisions of Article 9 (Appeals and Remedies).

- b) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 3-202 (Cost or Pricing Data).
- 3) Standard Clauses and Their Modification. The Purchasing Agent, after consulting with the Town Attorney, may establish standard contract clauses for use in Town contracts.
- 4) If the Purchasing Agent establishes any standard clauses addressing the subjects set forth in Subsection (1) of this Section, such clauses may be varied provided that any variations are supported by a written determination that states the circumstances justifying such variations, and provided that notice of determination that states the circumstances justifying such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

### **3-405 Contract Administration**

The Purchasing Agent shall maintain a contract administration system designed to ensure that a Contractor is performing in accordance with the statement of work and the terms and conditions of the Contract. The Capital Improvement Department-staff may be responsible for the administration of construction contracts. With respect to the administration of supply and service contracts, the using department will have prime responsibility but will need the close cooperation of the Purchasing Officer acquiring the requested supplies or services.

### **3-406 Reporting of Anticompetitive Practices**

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts may be transmitted to the State Attorney General, Purchasing Agent, Town Attorney and the Town Manager, as appropriate.

### **3-407 Town Procurement Records**

- 1) Contract File. The Purchasing Agent shall maintain all determinations and other written records pertaining to the solicitation, award or performance of a contract in a contract file.
- 2) Retention of Procurement Records. The Purchasing Agent shall retain and dispose of all procurement records in accordance with records retention guidelines and schedules approved by Arizona State Library, Archives and Public Records.
- 3) If a contract is being funded in whole or in part by assistance from federal agency then all procurement records pertaining to that Contract shall be maintained in accordance with Federal guidelines.

### **3-408 Compliance with Federal Requirements**

- 1) Where a procurement involves the expenditure of federal funds, the Purchasing Agent shall require compliance with such federal law and authorized regulations which are mandatorily applicable, and which are not presently reflected in this Policy.

- 2) If a Contract is being funded in whole or in part by assistance from a federal agency, then the Contract shall include provisions:
  - a) Requiring the contractor and subcontractor at any tier to maintain for three years from the date of final payment under the contract all books, documents, papers, and records pertinent to the contract; and
  - b) Requiring the contractor and subcontractor at any tier to provide to the Town, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purposes of examining, auditing, and copying them.
  - c) Requiring compliance with all other applicable federal laws, regulations and grant provisions applicable to the contracts and the services or products being provided.

### **3-409 Copyright and Rights in Data.**

If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include a provision giving the contractor notice of the applicable regulations concerning the rights of the United States to any plans, drawings, specifications, computer programs, technical reports, operating manuals, and similar work products developed and paid for under the contract.

### **3-410 Notice of Federal Public Policy Requirements.**

If the contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as:

- a) equal employment opportunity;
- b) fair labor standards;
- c) energy conservation
- d) environmental protection; or
- e) other similar socioeconomic programs,

the Purchasing Agent shall include contract provisions giving the contractor notice of these requirements, and where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to its entire subcontractor.

## **ARTICLE 4-SPECIFICATIONS**

### **4-101 Duties of the Purchasing Agent**

The Purchasing Agent shall serve as the principal public procurement official for the Town of Queen Creek as outlined in Article 2-103 Authority and Duties.

#### **4-102 Relationship with Using Departments**

The Purchasing Agent shall obtain expert advice and assistance from personnel of using departments in the development of specifications and may request a using department to prepare and utilize its own specifications as outlined in Article 2-201 Duties and Authority if the Departments.

#### **4-103 Maximum Practicable Competition**

All specifications shall be drafted so as to promote overall economy for the purpose intended and encourage competition in satisfying the Town needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the Town by architects, engineers, designers, and draftsmen.

#### **4-104 Specifications Prepared by Other Than Town Personnel**

- 1) The requirements of this Policy regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared by other than by Town personnel, including, but not limited to, those prepared by architects, engineers, and designers.
- 2) Anyone and any company which prepares or assists in the preparation of specifications for a solicitation issued by the Town may not participate in the resulting competitive process for the bid or proposal.

#### **4-105 Brand Names or Equal Specification**

- 1) Use. Brand name or equal specifications may be used when the Purchasing Agent determines in writing that:
  - a) No other design or performance specification or qualified products list is available;
  - b) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
  - c) The nature of the product or the nature of the Town's requirements makes use of a brand name or equal specification suitable for the procurement; or
  - d) Use of brand name or equal specification is in the Town's best interests.
- 2) Designation of Several Brand Names. Brand name or equal specifications shall seek to designate as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- 3) Required Characteristics. Unless the purchasing agent determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

- 4) Nonrestrictive Use of Brand Name or Equal Specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

#### **4-106 Brand Name Specification**

- 1) Use. Since use of a brand name specifications **restricts** product competition, it may be used only when the Purchasing Agent makes a written determination that only the identified brand name item or items will satisfy the Town's needs.
- 2) Competition. The Purchasing Agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirements, the procurement **may** be made under Section 3-107 (Sole Source Procurement).

## **ARTICLE 5 - PROCUREMENT OF CONSTRUCTION, ARCHITECT-ENGINEER AND LAND SURVEYING SERVICES**

Article 5 of this Policy defines the requirements and authorities for Procurement and Contract activities associated with the design, construction, reconstruction, and remodel of Town facilities, structures and Capital Improvement Projects.

### **SECTION 1 - MANAGEMENT OF CONSTRUCTION AND RELATED ARCHITECT-ENGINEERING CONTRACTING**

The procurement of both horizontal and vertical construction projects is governed by state law, provided the cost of the project exceeds the statutorily established amount. All Using Departments responsible for procuring construction services shall conform to applicable state law, including, but not limited to, **capital improvement** projects subject to A.R.S. Title 34.

#### **5-101 Authority**

The procurement of services from certain professional classifications is exempt from the competitive bid process and the selection of professional services shall be based on qualifications. For the purposes of this section, "professional services" includes architect services, engineer services, landscape architect services, assayer services, geologist services and land surveying services and any combination of those services.

#### **5-102 General Conditions**

- 1) The Town has developed and adopted General Conditions that encompass provisions that apply, and are incorporated into all construction contracts entered into by the



Town, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of the General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CMAR), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC). Section 15 applies to contracts for or including Design Services.

- 2) Precedence. In the event of a conflict in terms, the provisions of the Town's General Conditions take precedence over all other Contract Documents unless specified in the Contract documents by the Town.

### **5-103 Standard Form of Contracts**

The Town has established Standard Forms of Contract that is specific to each solicitation for design, construction and certain professional services that are to be used by the successful respondent unless another form of contract is approved by the Town Attorney, Purchasing Agent or designee.

### **5-104 Alternative Project Delivery Methods Authorized**

- 1) Alternative project delivery methods are authorized for procurements relating to construction and, where applicable, repair and maintenance within the Town.
- 2) Alternative Project Delivery Methods have a sunset of June 30, 2025.
- 3) These Project Delivery Methods include:
  - a) Design/Build
  - b) Construction-Manager-at-Risk
  - c) Job-Order Contracting
    - i. The maximum dollar amount of an individual project for work accomplished under a job-order contract (JOC) shall not exceed three million dollars (\$3,000,000) or in an amount to be authorized by Council.
- 4) The Purchasing Agent may use an alternative project delivery method if it is in the best interest of the Town based on the following factors:
  - a) Schedule,
  - b) Required specialized expertise,
  - c) Technical complexity of the project,
  - d) Cost and cost control method,
  - e) Value engineering,
  - f) Market conditions, or
  - g) Project management
- 5) Participation in a report or study that is subsequently used in the preparation of design requirements for a project shall not disqualify a firm from participating as a member of a proposing team in a Design-Build, JOC or CMAR procurement unless such participation would provide the firm with a substantial competitive advantage.

### **5-105 Delegation Resolution for Capital Improvement Projects**

A Delegation Resolution may be approved by the Town Council for a Capital Improvement Project that authorizes the Town Manager and/or a designee to enter into necessary contracts, services and/or agreements for the delivery of a specific Capital Improvement Project.

### **5-106 Responsibilities and Authority**

- 1) All contracts and agreements of \$100,000 or more shall be approved by the Town Council and signed by the Mayor or designee unless a Delegation Resolution for a Capital Improvement Project has been authorized.
- 2) The Town Council may authorize a Delegation Resolution for a specific project that will have the following delegated authority:
  - a) Contracts, Services and/or Agreements, up to the project's authorized budget amount, may be signed by the Town Manager.
  - b) Contracts, Services and/or Agreements less than \$100,000, up to the project's authorized budget amount, may be signed by a Department Director.
  - c) Any Change Order or Amendment to an existing contract or agreement which causes the total cost of the Contract or Agreement to exceed \$100,000 may be signed by the Town Manager.
  - d) Any Change Order or Amendment to an existing contract or Agreement, or any new Contract or Agreement, which causes the total cost of the Capital Improvement Project to exceed the Council approved budget under the Delegation Resolution requires Council action and approval.

### **5-107 Choice of Project Delivery Methods.**

The Purchasing Agent or designee shall create procedures describing the project delivery methods listed herein. These procedures shall:

- 1) Set forth criteria to be used in determining which project delivery method is to be used for a particular project.
- 2) Grant the Purchasing Agent responsibility for carrying out the project and the discretion to select an appropriate project delivery method for a particular project.
- 3) Describe the bond, insurance, and other security provisions that apply to each project.
- 4) Describe the appropriate Contract clauses and fiscal responsibility requirements that apply to each project.
- 5) Require the Purchasing Agent to execute a written statement setting forth the facts which led to the selection of a particular project delivery method for each project. This statement shall be retained in the Contract File.

## **SECTION 2 - BID SECURITY AND PERFORMANCE BONDS FOR CONSTRUCTION, RECONSTRUCTION, AND REMODEL OF TOWN PROPERTY.**

### **5-201 Bid Security.**

- 1) When Bid Security is Required. When deemed necessary by the purchasing division, bid, performance and payment security or specific types and amounts of insurance coverage for specific procurements to the extent required by state law or upon determinations that is in the best interest of the town to do so.
- 2) Bid security. Bid security shall be a bond provided by a surety company authorized to do business in the State of Arizona, or the equivalent in cash, or otherwise supplied in a form satisfactorily to the Town.
- 3) Rejection of Bids for Noncompliance with Bid Security Requirements. The invitations for bids requires bid security, noncompliance requires that the bid be rejected as non-compliant.
- 4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3-101(6) (Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards), no action shall be had against the bidder or the bid security.

### **5-202 Contract Performance and Payment Bonds.**

- 1) When Required. The purchasing agent shall have the authority to require a performance or payment bond before entering into a contract in such amount as it shall find reasonably necessary to protect the interest of the Town, and if the purchasing agent requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.
  - a) A performance bond satisfactory to the Town, executed buy a surety company authorized to do business in the State of Arizona or otherwise secured in a manner satisfactory to the Town, in an amount equal to 100% of the price specified in the contract; and
  - b) A payment bond satisfactory to the Town, executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the Town, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to 100% of the price specified in the contract.
- 2) Payment Bonds requires that the bidder agrees to pay expensed incurred pertaining to the contracted job, including subcontractors.
- 3) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the Town to require a performance bond or other security in

addition to those bonds, or in circumstances other than specified in Subsection (1) of this Section.

- 4) Suits on Payment Bonds-Right to Institute. Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors for the work provided on the contract, for which payment bond is furnished under this Section, and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time of the suit is instituted and to prosecute the action for the amount due that person.
  - a) However, any person having a contract with a subcontractor of the contractor, but no express or implied contract with the contractor furnishing the payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.
  
- 5) Suits on Payment Bonds-Where and When Brought. Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

### **5-203 Copies of Bond Forms.**

Any person may request and obtain from the Town a certified copy of a bond upon payment of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

## **SECTION 3 - ARCHITECT, ENGINEER AND LAND SURVEYING SERVICES**

For purposes of this Policy, Professional Services as determined by the Town Council are: engineers, construction management, architects, geologists, hydrologists, land surveyors, landscape architects, assayers, and alternative methods of construction including job order contracting, design build, and construction manager at risk.

### **5-301 Selection Procedure.**

- 1) Statement of Qualifications. Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. The using department using such professional services may specify uniform format or statement of qualifications.

- 2) Public Announcement. A public announcement shall be made in the manner outlined in Article 3 Section 3-103(3).
- 3) Form of Request for Response. The request for qualifications shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications and scoring criteria.
- 4) Evaluation. An appropriately qualified selection committee shall evaluate the responses and performance data in response to the request for qualifications based on the particular qualifications and scoring criteria outlined in the request for qualifications.
- 5) Short List. In order of preference, based on criteria established and included in the request for qualifications, a short list of offerors/respondents deemed to be the most qualified to provide the services will be established. The Town may choose to enter into negotiations with the top ranked firm or conduct interviews.
- 6) Interviews/Discussions. The Procurement Officer with the using department may conduct interviews/discussions with any offeror who has been shortlisted to determine such offeror's qualifications for further consideration. Interviews/Discussions shall not disclose any information derived from proposals submitted by other offerors.
  - a) If such interviews are conducted a letter of invitation will be sent via email to each short listed Respondent with the time, date and location of the interview and any specific instructions. If interviews are held, the interviews will be scored according to the criteria outlined in the Presentation/Interview Invitation.
  - b) The Procurement Officer and using department will determine if the interview points will stand-alone or if the response scores and the interview scores will be added together to determine the final ranking of the firms on the short list.
- 7) Negotiation. The Procurement Officer in coordination with the using department, shall negotiate a Contract with the highest qualified firm on the short list for Architectural and Engineering Services at compensation which the Procurement Officer and the using department determines in writing to be fair and reasonable. In making this determination, the Procurement Officer shall consider the estimated value, the scope, the complexity, and the professional nature of the services to be rendered.
  - a) Should the Procurement Officer and/or using department be unable to negotiate a satisfactory Contract with the firm considered to be the highest qualified at a price determined to be fair and reasonable, negotiations with that firm shall be formally terminated. The Procurement Officer shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Procurement Officer shall formally terminate negotiations.
  - b) The Procurement Officer shall may then undertake negotiations with the third most qualified firm or make a determine to reject all Submittals and re-issue the solicitation, or use another selection process that the Procurement Officer and using department deems prudent.

- 8) Award. Award shall be made to the offeror determined in writing by the Purchasing Agent or designee to be best qualified based on the evaluation factors set forth in the request for qualifications, and negotiation of compensation determined to be fair and reasonable.

## **ARTICLE 6- APPEALS AND REMEDIES**

### **6-101 Procurement Protests.**

- 1) Any interested party may protest a procurement, a determination of not susceptible for award, or the award of a contract.
- 2) If the protest is based upon alleged improprieties in a procurement that are apparent before the offer due date and time, the interested party shall file the protest before the offer due date and time.
- 3) Protestors are urged to seek resolution of their complaints initially with the Purchasing Agent.
- 4) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the determination of not susceptible for award or award of a contract may protest to the Purchasing Agent within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. Protest notices shall be delivered to the Purchasing Agent and must include:
  - a) The Protestor's name,
  - b) The Protestor's address,
  - c) The solicitation name/number,
  - d) A statement detailing the legal and factual grounds for the protest including copies of relevant documents, and
  - e) The desired action.
- 5) If a protest is filed before the solicitation due date, before the award of a contract, or before performance of a contract has begun, the Purchasing Agent shall make a written determination within seven (7) days to either:
  - a) Proceed with the award or contract performance, or.
  - b) Stay all or part of the procurement if there is a reasonable probability the protest will be upheld or that a stay is in the best interest of the Town.
- 6) State of Procurements During Protests. In the event of a timely protest under Subsection 4 of this Section, the purchasing agent shall not proceed further with the award of the contract until all administrative and judicial remedies have been exhausted or until the Town Council, Mayor, or Town Manager makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Town.

- 7) The Purchasing Agent will respond to the protest within seven (7) calendar days after its receipt. The decision of the Purchasing Agent shall contain the basis for the decision and a statement that the decision may be appealed.
- 8) The Purchasing Agent shall furnish the decision to the interested party, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, with a copy to the Town Manager.
- 9) The protestor may appeal the Purchasing Agent's decision to the Town Manager within seven (7) calendar days and shall include the following information:
  - a. A copy of the decision of the Purchasing Agent; and
  - b. The precise factual or legal error in the decision of the Purchasing Agent from which an appeal is taken.
- 10) The Town Manager will respond within ten (10) calendar days. The Town Manager's decision is final.

#### **6-102 Contract Claims.**

All claims by a Contractor for any work under a construction contract against the Town relating to a contract is set forth in the General Conditions.

All other claims against the Town relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Agent for a decision. The contractor may request a conference with the Purchasing Agent on the claim. Claims include, without limitations, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

- 1) Notice to the Contractor of the Purchasing Agent's Decision. The decision of the purchasing agent shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal right.
- 2) Finality of Purchasing Agent's Decision; Contractors Right to Appeal. The purchasing agent's decision shall be final and conclusive unless, within three (3) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Town Manager or commences an action in a court of competent jurisdiction.
- 3) Failure to Render Timely Decision. If the purchasing agent does not issue a written decision regarding any contract controversy within thirty-one (31) calendar days after written request for a final decision or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed if an adverse decision had been received.

### **6-103 Access to Administrative Forums**

- 1) The Town Manager or his/her designee shall hear and decide both bid protests and contract performance disputes. The Town Manager may decide to delegate its authority to a hearing officer (other than the purchasing agent). If the Town Manager chooses to delegate its authority, it must carefully consider the scope of authority it is delegating to the hearing officer or board. Among the issues to be considered are the following:
  - a) Decisions rendered by the hearing officer or board will be advisory decisions or final decisions that bind the Town;
  - b) The hearing officer or board will be authorized to decide questions of fact only, or both questions of fact and law; and
  - c) The hearing officer or board will be free to ~~determine~~ remedies providing appropriate redress to the prevailing party.

### **6-104 Authority of the Purchasing Agent to Settle Bid Protests and Contract Claims**

The Purchasing Agent is authorized to settle any protests regarding the solicitation or award of a Town contract, or any claim arising out of the performance of a Town contract, prior to an appeal to the Town [Manager](#) or the commencement of an action in a court of competent jurisdiction.

### **6-105 Remedies for Solutions or Awards in Violation of Law**

- 1) Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the purchasing agent, after consulting with the Town Attorney, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation shall be cancelled or revised to comply with applicable law.
- 2) Prior to Award. If after bid opening or the closing date for receipt of proposals, the purchasing agent, after consulting with the Town Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be cancelled.
- 3) After Award.
  - a) If, after an award, the purchasing agent, after consulting with the Town Attorney determines that a solicitation or award of a contract was in violation of applicable law, then:
    - i. If the person awarded the contract has not acted fraudulently or in bad faith;
      - a. The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the Town; or
    - b) The contract may be determined and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or



- c) If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the Town.

## **ARTICLE 7-DEBARMENT OR SUSPENSION**

### **7-101 Authority to Debar or Suspend**

- 1) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the purchasing agent, after consulting with the Town Attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the Town Attorney, the purchasing agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:
  - a) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town contractor;
  - c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - d) violation of contract provisions, as set forth below, of a character which is regarded by the purchasing agent to be so serious as to justify debarment action:
  - e) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - f) a recent record or failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
  - g) any other cause the purchasing agent determines to be so serious and compelling as to affect responsibility as a Town contractor, including debarment by another governmental entity for any cause listed in this Policy; and
  - h) for violation of the ethical standards set forth in Article 11 (Ethics in Public Contracting).

### **7-102 Decision to Debar or Suspend**

The purchasing agent shall issue a written decision to debar or suspend. The decision shall state the reason for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

### **7-103 Notice of Decision**

A copy of the decision required by Section 9-102 (Decision to Debar or Suspend) shall be mailed by certified mail, return receipt requested, or by any other method that provides evidence of receipt, immediately to the debarred or suspended person.

### **7-104 Finality of Decision**

A decision under Section 9-102 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within ten 10 days after receipt of the decision takes an appeal to the Town Manager or commences a timely action in court in accordance with applicable law.

## **ARTICLE 8-SUPPLY MANAGEMENT** **[Reserved]**

## **ARTICLE 9-COOPERATIVE PURCHASING**

### **9-101 Use of Cooperative Contracts**

- 1) The Town may make purchases or award Contracts for goods and services without a formal bidding process whenever other Public Procurement Units have done so for the same item or service if, in the opinion of the Purchasing Agent, a separate bidding process is not likely to result in a lower price for such items or services.
- 2) The Town may either participate in, sponsor, conduct, or administer a Cooperative Purchasing agreement for the procurement of any supplies, services, or construction with one or more Public Procurement Units in accordance with an agreement entered between the participants. Such Cooperative Purchasing may include, but is not limited to, joint or multi-party Contracts between Public Procurement Units and open-ended Public Procurement Unit Contracts that are made available to other Public Procurement Units.
- 3) The Town may use regional and national cooperatives when the Purchasing Agent makes a written determination that it is in the Town's best interest.
- 4) All Cooperative Purchasing conducted under this Article shall be through Contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in Article 3 (Source Selection and Contract Formation) of this Policy.

- 5) The Purchasing Agent and or designee must review and approve all Cooperative Purchasing arrangements before they are used.
- 6) The usage of another entity's Contract requires a written determination and checklist from the Purchasing Agent that the cooperative Contract is in the Town's best interest and that the originating agency meets all the Town's requirements in its solicitation.

## ARTICLE 10 – DISPOSITION OF PERSONAL PROPERTY

### 10-101 Authority

The purchasing agent **may** authorize the sale or disposal of personal property pursuant to the provisions of the Arizona Revised Statutes. No Town personal property shall be disposed of unless an approval for disposal form has been signed by the director or deputy director of the using department and the purchasing agent.

### 10-102 Eligibility of Disposal

- 1) Town personal property is eligible for disposal if:
  - a. It has been rendered non-serviceable by its normal use in Town operations and is not cost effective to remain in service. Or, if serviceable, the cost or repair exceed its replacement cost or would not result in a sufficiently usable asset, or
  - b. It has no further identifiable use in any town operation and has not been requested for use by any Town department, or
  - c. It is forfeiture property, the court awarded title to the Town and no identifiable law enforcement purpose is proposed and
  - d. Proper petition, as described herein, is made through the Department Director or designee to the Town Manager, or designee. **The Department Director and Purchasing Agent concur that disposal is the proper course of action.**
  - e. Approval by Council declaring property suitable for disposal, include property identification number and brief description.
- 2) For Police forfeiture property see Town Code.

Any such property, determined as belonging to the Town by due process, having value to others in the community, shall be sold or otherwise disposed of in accordance with policy described herein. No Town personal property, regardless of its condition or value, shall be converted to personal use by Town employees while still owned by the Town.

### 10-103 Types of Disposal

- 1) Once the purchasing agent and the approval of disposal form have been signed, the following are acceptable forms of disposal:

- a) Trade-Ins;
  - b) Sale by Public Auction;
  - c) Sale by online auction;
  - d) Sale by silent auction;
  - e) Sale by sealed Bid;
  - f) Negotiated Sales;
  - g) Sale for scrap value;
  - h) Disposal;
  - i) Award by Town Council to a non-profit or other governmental entity, as allowed by law; or
  - j) Donation to a non-profit or other governmental entity.
- 2) Prior to any vehicles or any equipment placed for disposal all decals and logos must be removed.
- 3) When the above methods of disposal are not applicable a complete written explanation should be attached to the disposal form. The Purchasing Agent shall be responsible for coordinating all methods of disposal.

#### **10-104 Records**

- 1) All department managers/directors will file the detailed disposal list together with the related sales information, and account to the Finance Director for all monies received. All sales are subject to audit.
- 2) Except for proceeds from outsourced auctions, the sales proceeds shall be deposited within one business day, where possible, and credited to the appropriate fund.
- 3) All records related to a sale shall be maintained by the Procurement Division for a period of time in compliance with state law and the Town's record and retention schedule.

#### **10-105 Disposal of Computer Equipment and Radio/Communications Equipment**

Computer equipment and radio/communications equipment are to be transferred to the Information Technology Department prior to disposal.

#### **10-106 Exceptions**

- 1) Disposal of consumable items and personal property costing less than \$100 or with a usable life of less than one year is exempt from this policy and it is the responsibility of the purchasing agent to determine the appropriate method of disposal.
- 2) Property that is recommended for recycling or disposal in a solid waste bin as long as the proper documents have been issued and signed.

## ARTICLE 11-ETHICS IN PUBLIC CONTRACTING

### 11-101 Criminal Penalties

- 1) To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be addition to the civil sanctions set forth in this part. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of this Policy shall not be impaired.
- 2) It is the Town's policy to promote government integrity and guard against the appearance of impropriety by prescribing the following essential standards of ethical conduct. Public employees must perform their duties impartially to assure fair competitive access to governmental procurement by responsible Contractors. Moreover, employees must conduct themselves in such a manner as to foster public confidence in the integrity of the Town procurement organization.
- 3) The Town subscribes to and endorses the "Values and Guiding Principles of Public Procurement" as created by the National Institute of Governmental Procurement <https://www.nigp.org/our-profession/values-and-guiding-principles-of-public-procurement> which include:
  - Accountability
  - Ethics
  - Impartiality
  - Professionalism
  - Service
  - Transparency

The Town's standards of ethical conduct include, but are not limited to the following:

### 11-102 General Standards of Ethical Conduct

- 1) General Ethical Standards for Employees. Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of public trust.
- 2) General Ethical Standards for Non-Employees. Any effort to influence any public employee to breach the standards of ethical conduct is also a breach of ethical standards.

### 11-103 Criminal Penalties

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the State Criminal Code, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Policy. Criminal, civil, and

administrative sanctions against employees or non-employees which are in existence on the effective date of this Policy shall not be impaired.

#### **11-104 Employee Conflict of Interest.**

It shall be unethical for any Town employee to participate directly or indirectly in a procurement contract when the Town employee knows that:

- a) The town employee or any member of the Town employee's immediate family has a financial interest pertaining to the procurement contract; or
- b) Any other person, business, or organization with whom the Town employee or any member of a Town employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
- c) For additional direction and guidance on Employee Conflict of Interest please see the Town of Queen Creek Administrative Policies and Procedures Manual, Policy Number: 700 Professional and Personal Conduct.

#### **11-105 Gratuities and Kickbacks.**

- 1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any Town employee or former Town employee, or for any Town employee or former Town employee to solicit, demand, accept, or agree to accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof.
- 2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation thereafter.

#### **11-106 Prohibition Against Contingent Fees.**

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a Town contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

### **11-107 Contemporaneous Employment Prohibited.**

It shall be unethical for any Town employee who is participating directly or indirectly in the procurement process to become or to be, while such a Town employee, the employee of any person contracting with the governmental body by whom the employee is employed.

### **11-108 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest.**

The Town Council may grant a waiver from the employee conflict of interest provision (Section 11-104; Employee Conflict of Interest) or the contemporaneous employment provisions (Section 11-107; Contemporaneous Employment Prohibited) upon making a written determination that [the](#):

- 1) Contemporaneous employment or financial interest of the Town employee has been publicly disclosed;
- 2) Town employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- 3) Award will be in the best interests of the Town.

### **11-109 Use of Confidential Information.**

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

### **11-110 Sanctions.**

- 1) Employees. The Town Manager may impose any one or more of the following sanctions on a Town employee for violations of the ethical standards in this Article;
  - a) oral or written warnings or reprimands;
  - b) suspension with or without pay for specified periods of time; or
  - c) termination of employment
- 2) Nonemployees. The Town Manager may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:
  - a) Written warnings or reprimands;
  - b) Termination of contracts; or
  - c) Debarment or suspension as provided in Section 6-101 (Authority to Debar or Suspend).

### **11-111 Recovery of Value Transferred or Received in Breach of Ethical Standards.**

- 1) General Provisions. The value of anything transferred or received in breach of the ethical standards of this policy by a Town employee or a nonemployee may be recovered from both Town employee and nonemployee.

- 2) Recovery of Kickbacks by the Town. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Town and will be recoverable hereunder from the receipt. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## Appendix

Additional Provisions Relating to Compliance With Attachment O to OMB Circular A-102

OMB Circular A-102 is available to view at

[https://www.whitehouse.gov/wp-content/uploads/legacy\\_drupal\\_files/omb/circulars/A102/a102.pdf](https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A102/a102.pdf)





TOWN OF  
**QUEEN CREEK**  
ARIZONA

8.J

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** BRUCE GARDNER, TOWN MANAGER  
**FROM:** DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR  
**RE:**

**CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1594-24 APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN, PINAL COUNTY AND LG ENERGY SOLUTION ARIZONA ESS, INC., FOR THE DEVELOPMENT ON A 90-ACRE SITE LOCATED WITHIN THE CORPORATE LIMITS OF QUEEN CREEK, ARIZONA AND OWNED BY LG ENERGY SOLUTION ARIZONA, INC., AND AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER, TOWN CLERK, AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE AND EXECUTE THE DEVELOPMENT AGREEMENT AND ALL OTHER DOCUMENTS AND INSTRUMENTS AND TO TAKE SUCH ACTIONS AS NECESSARY OR APPROPRIATE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

**DATE:** May 15, 2024

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**Suggested Action:**

Move to approve Resolution 1594-24 approving the Development Agreement among the Town, Pinal County and LG Energy Solution Arizona ESS, Inc., and authorizing and directing the Mayor, Town Manager, Town Clerk, and Town Attorney to do all acts and execute all documents to finalize such agreement, as more fully set forth in the Resolution.

**Discussion:**

After an extensive search, LG Energy Solution Arizona ESS, Inc., has selected the Town of Queen Creek to build and operate a 1,500,000 square foot advanced manufacturing facility bringing approximately 850 new full-time jobs and a \$2.3 billion-dollar capital investment to the community. Production is slated to start in 2026. The development agreement outlines the Town's, Pinal County's and the Project's obligations related to the development of the selected site.

The Town did commission an analysis, prepared by Rounds Consulting Group, Inc., that summarizes the economic impact and public benefits of the project in Queen Creek.

**Town Obligations**

Town will clear vegetation/existing structures from the Site.

- Town will expedite approvals/permitting for the Project.
- Town will defer all building/permitting fees for the Project. The deferral is tied to the expectation that LG Energy Solution Arizona ESS, Inc., completes construction, commences manufacturing operations at the site, and meets the employment requirement of over 850 benefitted employees. Upon meeting the Employment Objective the Town will waive the payment of the deferred fees.
- Town will pay all development impact fees relating to the development of the site providing

the Employer meets the Employment Objective.

- Town will work cooperatively with LG Energy Solution Arizona ESS to negotiate and enter into one or more separate utility agreements to establish water and wastewater delivery, wastewater treatment, water recharge and infrastructure rates and costs for water acquisition, wastewater treatment, water recharge and additional water and wastewater infrastructure needed to provide capacity for the Project.
- If Foreign Trade Zone (“FTZ”) criteria are met, Town will support the application to have the Site treated as a Federal Foreign Trade Zone FTZ.
- Town will provide a \$250 per employee reimbursement for employee education and training assistance annually, upon receipt of the Annual Employment Certification for employees paid an annual wage as determined by the Arizona Office of Economic Opportunity (subject to a \$250,000 cap).
- Town will assist Employer in identifying temporary office space and corporate housing within Queen Creek during construction of the facility.
- Town will assist local and state educational institutions with respect to applicable job training programs.

#### **Pinal County’s Obligations:**

- County will expedite air quality permitting for the Project.
- If FTZ criteria are met, County will support the application to have the Site treated as a FTZ.
- County will facilitate workforce development for the Project through ARIZONA@WORK-Pinal County.
- County will reimburse Employer up to \$3000/employee (if a Pinal County resident) or \$1500/employee (if not a County resident) for a training assistance program if certain criteria (to be set forth in more detail in the agreement) are met. Current estimated value up to approximately \$2.6M.

#### **Town and County Joint Obligation:**

- Town and County agree to perform their respective obligations under the German Road IGA and construct the improvements associated with the approve Germann Road alignment.
- The Town will make reasonable efforts to complete the construction of all improvements outlined in the IGA by June 30, 2026 and no later than the outside date of April 19, 2027.

#### **Employer Obligations:**

The Development Agreement provides specific requirements that the Employer must meet, including:

- Commence construction on or before November 1, 2024 and complete construction on or before sixty (60) months after commencement.
- Begin manufacturing operations on or before six (6) months after completion of construction of the required improvements.
- Required Improvements include an approximate 1,500,000 square foot manufacturing plant, with management, distribution, offices and administration facilities at a projected construction cost of \$2.3B.
- Employment Objectives of at least 850 new, high income jobs in the Town.
- Obligated for the acquisition, treatment, recharge and infrastructure costs being those attributable to the Project as reasonably determined and agreed to in utility agreements.

#### **Fiscal Impact:**

The fiscal impact assessment relates to activities included in the referenced Development Agreement, exclusive of the entire project.

Revenues. This is the largest manufacturing development in the history of the Town. As a result, it will have significant, positive economic and fiscal impacts. These impacts include economic output,

labor income, new jobs, and new state, county, and Queen Creek tax revenues.

To develop estimates of these impacts, many assumptions were made including construction costs, utility operating costs, employee wages, etc.

Tax revenue impacts are measured as either direct, indirect, or induced.

**Direct impacts** are the results of the project's primary activities. For example, direct jobs that build the facilities and workers employed at the site. Direct tax revenues are specifically measurable such as the sales tax on the construction of the facility, sales tax paid on electricity, natural gas, and water used in the manufacturing process, and property taxes.

These revenues are either one-time (i.e. construction sales tax) or ongoing (sales taxes from electricity usage). Specific to the Town, one-time revenues are estimated to be about \$28M and annual revenues of \$900K (once the site is fully operational).

**Indirect impacts** are the additional effects that result from increased demand the supplier industries which provide services or products that directly support the construction and operations of the facility. For example, the new workers employed by suppliers who will provide construction materials.

**Induced impacts** capture further activity generated as a result of the increased spending by the households of the direct and indirect employees. For example, restaurant employees that are supported by the local spending of the direct construction workers.

### Expenses

This Development Agreement requires the Town to construct additional road and utility improvements on the LG site, land adjacent to the LG site, and Germann Road. These improvements, referred to as the Germann Road Alignment, will be constructed by the Town and include the terms of an IGA with Pinal County outlining costs and general responsibility. While aspects of this roadway project were contemplated previously, the project was enhanced through this development agreement, causing modifications to cost components and physical placement. The Town had \$14M assigned to this project and the modified costs are defined in the IGA with Pinal County. Pinal County has agreed to an additional contribution of \$9.8M, which is expected to offset the upward revision in the project cost. If the total cost for this project exceeds the new estimate, Pinal County will be responsible for those costs.

Additionally, subject to the achieving the hiring of 850 new employees, the Town will pay an estimated \$15M in building permit and impact/capacity fees.

Finally, the Town will pay up to \$250K as a partial reimbursement for employer training costs, based on the number of new employees hired.

These costs will be paid for by various sources such as construction sales taxes, impact fees, capacity fees, and general taxes of the Town.

### Alternatives:

Direct staff to change one or more of the items in the Development Agreement.

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

1. [Resolution 1594-24](#)
2. [Development Agreement](#)

**RESOLUTION 1594-24**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN, PINAL COUNTY AND LG ENERGY SOLUTION ARIZONA ESS, INC., FOR THE DEVELOPMENT ON A 90-ACRE SITE LOCATED WITHIN THE CORPORATE LIMITS OF QUEEN CREEK, ARIZONA AND OWNED BY LG ENERGY SOLUTION ARIZONA, INC AND AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE AND EXECUTE THE DEVELOPMENT AGREEMENT AND ALL OTHER DOCUMENTS AND INSTRUMENTS AND TO TAKE SUCH ACTIONS AS NECESSARY OR APPROPRIATE TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.**

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

**WHEREAS**, LG Energy Solution Arizona ESS, Inc., an international advanced manufacturing company, is interested in developing approximately 90-acres of real property in the Town of Queen Creek that is owned by LG Energy Solution Arizona, Inc., and generally located on the northeast corner of Ironwood and Germann roads (“Land”), and;

**WHEREAS**, A.R.S. § 9-500.11 authorizes the Town to enter into development agreements for economic development activities and the Town has determined that this Project will result in the creation of employment opportunities for emerging technology, energy conservation jobs, and other jobs and additional educational opportunities for the residents for the Town and Pinal County, and;

**WHEREAS**, the Mayor and Town Council have determined that it is in the interest of the Town to enter into a development agreement with LG Energy Solution ESS, Inc., providing for the development of an advanced manufacturing project (“Project”) on approximately ±90 acres of the Land (“Site”), and;

**WHEREAS**, the Project will increase property values, increase tax revenues, and increase opportunities for commercial property development in the Town thereby improving and enhancing the economic welfare of the inhabitants of the Town.

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

Section 1: That the Development Agreement between the Town of Queen Creek, Pinal County, and LG Energy Solution ESS, Inc., that is attached hereto as Exhibit “A” and incorporated herein by reference, is hereby adopted and approved.

Section 2: That the Mayor, Town Manager, Town Clerk and Town Attorney, as appropriate, are hereby further authorized and directed to negotiate, finalize and execute the Development Agreement and all other documents and instruments, and to take

such actions as necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 3: This Resolution shall be effective thirty (30) days after adoption by the Mayor and Council of the Town of Queen Creek.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 15<sup>th</sup> day of May 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

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

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

REVIEWED BY:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Scott Holcomb, Dickinson Wright PLLC  
Town Attorneys

WHEN RECORDED RETURN TO:

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

=====

**DEVELOPMENT AGREEMENT  
AND INTERGOVERNMENTAL AGREEMENT**

=====

**PINAL COUNTY, ARIZONA,  
a political subdivision of the State of Arizona,**

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

**AND**

**LG ENERGY SOLUTION ARIZONA ESS, INC.,  
a Delaware corporation**

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

=====

## DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT

THIS DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by, between and among PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona (“**County**”), TOWN OF QUEEN CREEK, ARIZONA, an Arizona municipal corporation (the “**Town**”), and LG ENERGY SOLUTION ARIZONA ESS, INC., a Delaware corporation (“**Employer**”). County, Town and Employer are sometimes referred to in this Agreement collectively as the “**Parties**,” or each individually as a “**Party**.”

### RECITALS

A. Employer wishes to locate, construct and operate a production facility on approximately ninety (90) acres of real property within the corporate limits of Queen Creek, Arizona, in Pinal County, legally described on **Exhibit A** and depicted on **Exhibit B** (the “**Site**”). The Site is owned by LG ENERGY SOLUTION ARIZONA, INC., a Delaware corporation, successor (by conversion) to ES AMERICA, LLC, a Delaware limited liability company (“**Owner**”). Owner leases the Site to Employer by a lease between Owner, as Landlord, and Employer, as Tenant, dated \_\_\_\_\_, 2024 (as amended from time to time, the “**Lease**”), a memorandum of which was recorded \_\_\_\_\_, 2024 at Fee Number 2024-\_\_\_\_\_, **[concurrently herewith]** in the Official Records of Pinal County, Arizona (the “**Official Records**”).

B. Employer will develop on the Site a facility consisting of over one and one-half million (1,500,000) square feet, under roof, of manufacturing and appurtenant management, distribution, office and administrative space (the “**Project**”), to be constructed at a projected cost of Two Billion Three Hundred Million Dollars (\$2,300,000,000.00). At the request of Town, Employer has agreed to employ over 850 full-time employees at the Project, subject to the terms and conditions of this Agreement.

C. In recognition of the significant direct economic benefits that will accrue to Town and to County (and the general public) as a result of the Project, as well as so-called “indirect” benefits that further the public purpose of this Agreement, which benefits include (i) resulting employment opportunities for emerging technology, higher-paying energy conservation jobs and other jobs and additional educational opportunities for residents of Town and County, (ii) the dedication of public rights-of-way and improvements, (iii) increased property values, (iv) increased tax revenues, and (v) increased opportunities for commercial property development and incentivizing the development of adjacent properties, County and Town are willing to work together to assist Employer in facilitating the Project, all as more fully set forth in this Agreement. Among other things, Town has agreed to provide reimbursements of certain fees, and County has agreed to reimburse Employer for certain fees.

D. The Site is part of a larger parcel of land (the “**Land**”) owned by Owner. Town and Arizona State Land Department (“**ASLD**”), as Owner’s predecessor in interest with respect to the Land, previously entered into that Pre-Annexation and Development Agreement dated May 18, 2019, and recorded in the Official Records on May 30, 2019 at Fee Number 2019-042122 (as

modified, supplemented, restated and replaced from time to time, the “**PADA**”), pursuant to which the Land (and other property) was annexed into the Town of Queen Creek. In connection therewith, on August 7, 2019, Town rezoned the Site (and other property) pursuant to Zoning Ordinance No. 705-19 (Case No. P19-0101) (the “**Zoning Ordinance**”) and established the Specific Plan. Thereafter, Town amended the Specific Plan pursuant to (i) Ordinance No. 750-21 (Case No. P21-0047), and (ii) Ordinance No. 774-21 (Case No. P21-0192) (collectively, as amended, the “**Specific Plan**”). Pursuant to the Zoning Ordinance and the Specific Plan, the Site has been zoned by Town in Town’s “Urban Employment” zoning classification (“**Zoning Designation**”), and the Project accordingly is appropriate for the Site.

E. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of, and is entered into pursuant to, A.R.S. § 9-500.05, and that the terms of this Agreement will constitute covenants running with the Site as more fully described in this Agreement. For clarity, this Agreement is an encumbrance on the Site, but is not an encumbrance on the balance of the Land.

F. Further, Town recites that this Agreement is intended to promote “economic development activities” within the meaning of and entered into in accordance with the terms of A.R.S. § 9-500.11. The actions taken by Town pursuant to this Agreement are for economic development activities as that term is used in A.R.S. § 9-500.11, that will assist in the creation and retention of jobs, and will in numerous other ways improve, enhance and diversify the economic welfare of the residents of Town.

G. Further, County recites that this Agreement is intended to promote “economic development activities” within the meaning of and entered into in accordance with the terms of A.R.S. § 11-254.04. The actions taken by County pursuant to this Agreement are for economic development activities as that term is used in A.R.S. § 11-254.04, that will assist in the creation and retention of jobs and will in numerous other ways improve, enhance and diversify the economic welfare of the residents of County.

H. Further, Town recites that it is entering into this Agreement to implement and facilitate development of the Project consistent with the policies of Town, the Zoning Designation and the previously adopted Specific Plan and Zoning Ordinance.

I. Further, the Parties acknowledge that the employee training conducted by Employer and supported by County will train workers for new economy jobs, supplementing County's existing programs and partnerships created through the Workforce Innovation and Opportunity Act, to create training programs and opportunities to align with the needs of Employer.

J Further, County and Town recite that this Agreement is an intergovernmental agreement entered into by County and Town pursuant to A.R.S. § 11-952.

K. Owner is executing this Agreement solely for purposes of acknowledging this Agreement and consenting to the recordation of this Agreement against the Land.



## 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, the below words and phrases shall be construed as defined in this Article 1, including the use of such in the Recitals. The use of the term “shall” in this Agreement means a mandatory act or obligation. Unless the context requires otherwise, the term “including” means “including but not limited to” or “including without limitation.” Terms used in this Agreement have the meanings set forth below:

(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 Articles, Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through K, inclusive, are incorporated into this Agreement by reference and form a part of this Agreement.

(c) “**Annual Employment Certification**” means as defined in Section 5.4(b).

(d) “**Applicable Laws**” means the federal, state, county, and municipal laws (statutory and common law), statutes, ordinances, rules, regulations, permit requirements, and other requirements and official policies of Town (and County, to the extent applicable), as they may be amended from time to time, which apply to the development of the Project as of the date of any application or submission, or that apply to this Agreement and the terms used in this Agreement (expressly including, but not limited to, the 2021 International Building Code (“**IBC**”) and the 2020 National Electric Code (“**NEC**”), as the same may be adopted by Town and thereafter amended during the Term, and expressly excluding any earlier versions of the IBC and NEC).

(e) “**Approved Plan**” or “**Approved Plans**” means as defined in Section 3.2.

(f) “**A.R.S.**” means the Arizona Revised Statutes as presently existing, or as later enacted or amended.

(g) “**ASLD**” means as defined in Recital D.

(h) **“Certificate(s) of Occupancy”** means as defined in Section 3.7.

(i) **“Commencement of Construction,” “Commence Construction,” “Commence,”** or **“Commencement”** means both (i) the obtaining of permits by Employer that are required to begin the construction of vertical improvements on any portion of the Site, and (ii) the actual commencement of physical construction operations on any portion of the Site, which may include, without limitation, mass grading.

(j) **“Completion of Construction,” “Complete Construction,” “Complete,”** or **“Completion”** means the date (or dates) on which one or more Certificate(s) of Occupancy have been issued by Town for Improvements constructed by Employer on the Site in accordance with the policies, standards, and specifications contained in applicable Town ordinances, which acceptance shall not be unreasonably withheld, conditioned or delayed.

(k) **“COP Property”** means as defined in Section 4.4(e).

(l) **“County”** means Pinal County, Arizona.

(m) **“County Board”** means the Board of Supervisors of County.

(n) **“County Manager”** means the person designated by County as its County Manager or designee.

(o) **“County Undertakings”** means as defined in Article 5.

(p) **“Default”** or **“Event of Default”** means, as it applies to the applicable Party, one or more of the events described in Section 10.1, Section 10.2 or Section 10.3; 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 Force Majeure provided for in this Agreement (including the grace periods set forth in Section 10.4), and that in any event the available remedies shall be limited to those set forth in Section 10.5 (or otherwise as limited in this Agreement).

(q) **“Effective Date”** means the date on which all the following have occurred: (i) this Agreement has been adopted and approved by the Town Council and the County Board, (ii) thirty (30) days have passed pursuant to A.R.S. § 9-500.05(F), (iii) this Agreement has been executed by duly authorized representatives of Town, Employer and County, and (iv) this Agreement has been recorded in the Official Records. For the avoidance of doubt, the date of recordation of this Agreement pursuant to the foregoing clause (iv) shall be deemed the Effective Date.

(r) **“Employee Education Incentive”** means as defined in Section 5.4(a).

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

(t) **“Employer Undertakings”** means as defined in Article 4.

(u) **“Employment Objective”** means Employer’s (i) achieving a stated job threshold of not fewer than 850 Full-Time Jobs at the Site with each such Full-Time Job at or above the Median Salary in Pinal County (as the same may change from time to time during the Term), and (ii) maintaining such level of Full-Time Jobs at the Site continuously for at least three (3) consecutive months.

(v) **“Employment Objective Date”** means that date that is ten (10) years after the Effective Date.

(w) **“Employment Shortfall”** means as defined in Section 6.1.

(x) **“Fees”** means as defined in Section 6.1.

(y) **“Force Majeure”** means as defined in Section 10.7.

(z) **“Full-Time Employee”** means a single individual hired by Employer who works not fewer than 1,750 paid hours of service during a year and is eligible (after Employer’s standard probationary period) for medical and health benefits offered by Employer and for which Employer contributes at least fifty percent (50%) of the costs for such medical and health benefits. If an employee does not work 1,750 hours because of the date of hire or due to a short taxable year, the hourly requirements shall be prorated.

(aa) **“Full-Time Job”** means an employment opportunity for a single individual to work not fewer than 1,750 paid hours of service during a year and to be eligible (after Employer’s standard probationary period) for medical and health benefits offered by Employer and for which Employer contributes at least fifty percent (50%) of the costs for such medical and health benefits. If an employee does not work 1,750 hours because of the date of hire or due to a short taxable year, the hourly requirements shall be prorated.

(bb) **“FTZ Approval”** means as defined in Section 5.2.

(cc) **“Improvements”** means and refers to all improvements which may be constructed by Employer from time to time on the Site, including all structures, buildings, roads, driveways, parking areas, walls, landscaping, irrigation and other improvements of any type or kind or any other alteration of the natural terrain to be built by Employer pursuant to the terms of this Agreement.

(dd) **“Indemnity”** means as defined in Section 13(a).

(ee) **“Land”** means as defined in Recital D.

(ff) **“Lease”** means as defined in Recital A.

(gg) **“Median Salary in Pinal County”** means an annual wage paid to a single employee, including salary, commissions and bonuses, but excluding benefits and employer contributions, as determined by the Arizona Office of Economic Opportunity on an annual basis during the Term. As of the Effective Date, the Median Urban Salary for the Qualified Facility Tax Credit Program is \$49,274. See state-median-wage-2023.pdf (azcommerce.com).

(hh) “**Notice**” means as defined in Section 12.5(a).

(ii) “**Official Records**” means as defined in Recital A.

(jj) “**Owner**” means as defined in Recital A.

(kk) “**Owner Development Agreement**” means the Development Agreement dated April 19, 2022, by and among County, Town and Owner (with the consent of ASLD), recorded in the Official Records as Fee No. 2022-046997 on April 19, 2022, and as amended by a First Amendment to Development Agreement and Intergovernmental Agreement by and among County, Town and Owner (with the consent of ASLD) recorded in the Official Records as Fee No. 2023-079075 on October 26, 2023.

(ll) “**Owner Project**” means the Project as defined in the Owner Development Agreement.

(mm) “**PADA**” means that Pre-Annexation and Development dated May 18, 2019, and recorded May 30, 2019, at Fee Number 2019-042122, Official Records, as modified, supplemented, restated and replaced from time to time.

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

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

(pp) “**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.

(qq) “**Required Improvements**” means as described in Section 3.2.

(rr) “**Site**” means as defined in Recital A.

(ss) “**Term**” means as defined in Section 2.3.

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

(uu) “**Town**” means Queen Creek, Arizona.

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

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

(xx) “**Town Manager**” means the person designated by Town as its Town Manager or designee.

(yy) “**Town Undertakings**” means as defined in Article 6.

(zz) “**Training Certificate**” means as defined in Section 5.4(c).

(aaa) “**Transfer**” means as defined in Section 12.2(a).

(bbb) “**Zoning Designation**” means as defined in Recital D.

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

2.1 Parties to the Agreement. The Parties to this Agreement are County, Town and Employer.

(a) County. County is Pinal County, Arizona, a political subdivision of the State of Arizona, exercising its governmental functions and powers.

(b) Employer. Employer is a limited liability company, duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State of Arizona.

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

2.2 Purpose. The purpose of this Agreement is to provide for the planning and development of the Project; to provide for the construction of the Required Improvements to be designed and constructed by Employer or at Employer’s direction pursuant to the deadlines for Completion of Construction; to acknowledge the Employer Undertakings, the County Undertakings and the Town Undertakings; to establish employment criteria to be achieved by Employer; and to promote employment, education and other economic opportunities in Town and County.

2.3 Term. The term of this Agreement (“**Term**”) is that period of time, commencing on the Effective Date, and terminating on the date on which the Parties have performed all their obligations under this Agreement; provided, however, that notwithstanding the foregoing this Agreement shall automatically terminate on the twentieth (20th) anniversary of the Effective Date. Notwithstanding the foregoing, (a) all indemnity or other obligations of the Parties to indemnify, defend, pay and hold harmless, whether set forth in this Agreement or at common law, survive termination of this Agreement, and (b) the acknowledgements, covenants and representations of the Parties set forth in this Agreement survive termination of this Agreement.

### 3. SCOPE AND REGULATION OF DEVELOPMENT.

3.1 Vested Rights; Approved Plans. Town agrees that the Zoning Designation and the Specific Plan (including without limitation the amendments thereto adopted subsequent to the date of the PADA, as set forth in Recital D) has been permanently vested, consistent with the terms of the PADA, and that the Site may be developed in accordance with the Specific Plan, subject to Employer's compliance with the terms of this Agreement and the PADA.

3.2 Approved Plans. The Project consists of the Improvements generally described in Exhibit C ("Required Improvements"). Development of the Project shall be in accordance with one or more plans (each, an "Approved Plan," or, collectively, "Approved Plans," as the same may be amended from time-to-time) prepared and submitted by Employer to Town for approval, and which shall: (i) comply with Applicable Laws (subject to the limitations in the PADA), the Specific Plan and the Zoning Designation; (ii) set forth the basic land uses of the Improvements for the Project; and (iii) all other matters relevant to the development of the Project in accordance with this Agreement. The Approved Plans may be amended by Employer from time to time, and any such amendments shall be reviewed by Town in accordance with the PADA, Applicable Laws and this Agreement.

3.3 Traffic Impact Analysis. Employer has prepared at its sole cost and expense, and Town has reviewed and approved, a transportation impact analysis ("TIA") study in accordance with Town's "Traffic Impact Analysis Guidelines (January 2020)," permitting Town to assess the Project's impact on the functional integrity of the roadways that serve both the Project and the surrounding transportation system and to resolve traffic impacts in a manner that permits the Project to proceed, while allowing Town to continue to operate and maintain a safe and efficient transportation system, both during construction of the Improvements as well as during the operation of the Improvements by Employer following completion of construction.

3.4 Expedited Approval Process. The process for the submittal, review, and approval of (i) the proposed Approved Plans, and (ii) the Project's design elements, including building materials, colors, architectural plans, landscaping, irrigation, lighting, exterior cooling, pedestrian linkages, signage, and the character of the improvements, are subject to Town's submittal, review, and approval processes then in effect and set forth in this Agreement. The Parties shall cooperate reasonably in processing the approval or issuance of any permits, plans, specifications, plats, or other development approvals requested by Employer in connection with development of the Project. Town shall expedite its approval and inspection processes with respect to the planning and construction of the Project on the Site without payment of any additional fee or charge, and Town shall designate one employee during the term of planning and construction to manage or supervise the zoning and building review process and shall use commercially reasonable efforts to provide that the same inspectors are used during the construction process to provide consistency in inspection and comment.

3.5 Cooperation in the Implementation of the Approved Plans. Employer and Town shall work together using commercially reasonable and good faith efforts throughout the pre-development and development stages to resolve any Town comments regarding implementation of the Approved Plans. County shall assist and cooperate with such efforts in

order to achieve the benefits contemplated by this Agreement but this obligation does not require the expenditure of funds and use of resources other than in the ordinary course of business.

3.6 Permit and Other Fees. Town’s building permit, inspection, development, and other similar fees for the development of the Project shall be those in effect at the time of any application or submission by Employer.

3.7 Certificates of Occupancy. Town shall issue certificates of occupancy (or temporary certificates of occupancy, as applicable) for any portion of the Improvements or other portions of the Project (“**Certificate(s) of Occupancy**”), in a sequence that follows Employer’s construction schedule and in accordance with Applicable Laws. Upon Completion of certain portions of the Improvements or other portions of the Project, Employer may request inspections; and upon approval of such work shall receive Certificate(s) of Occupancy for the completed areas, consistent with Town Code. Once a Certificate(s) of Occupancy is issued by Town with respect to any portion of the Required Improvements constructed by Employer within the Project, Employer’s obligations with respect to the construction of those particular Improvements as set forth in this Agreement shall be deemed to be satisfied.

4. **EMPLOYER UNDERTAKINGS.** In consideration of the timely performance by County of the County Undertakings and by Town of the Town Undertakings, and provided there is no uncured Default by Town or County of any term or condition of this Agreement, Employer agrees to perform the obligations contained in this Article 4 (the “**Employer Undertakings**”) as follows:

4.1 Required Improvements. Employer shall cause the Required Improvements to be designed and constructed in accordance with the requirements of this Agreement, including but not limited to the Approved Plans. For avoidance of doubt, the rights and obligations of Employer in this Agreement are personal to Employer, and shall remain rights and obligations of Employer notwithstanding Employer’s election to proceed with the design, construction and/or ownership of the Required Improvements (and/or applicable portion of the Site) in its own name or through a build-to-suit, sale-subleaseback, sale-leaseback, or other similar structure where Employer leases or subleases, but does not own in fee title or in leasehold, the Required Improvements and/or Site (or portions thereof), with any such Transfer having been completed (and approved, if required) in compliance with Section 12.2 of this Agreement; provided, however, in all circumstances Employer’s right to claim the benefits of this Agreement requires full and timely compliance of all terms and conditions of this Agreement, whether performed by Employer or for the benefit of Employer by a permitted third party. Subject to Force Majeure, Employer shall:

(a) Commence (or cause to be Commenced) Construction of the Required Improvements on or before November 1, 2024;

(b) Complete (or cause to be Completed) Construction of the Required Improvements on or before sixty (60) months after Commencement of Construction of the Required Improvements; and

(c) Begin its manufacturing operations within the Required Improvements on or before (6) months after Completion of Construction of the Required Improvements.

For the avoidance of doubt, Employer shall be deemed to begin its manufacturing operations within the Required Improvements at the start of production of any product, including prototypes, samples, and products for quality assurance and testing. The foregoing dates are all subject to delays to the extent caused by (a) Force Majeure, and (b) delays by Town and/or County in performing their obligations under this Agreement or, as to Town, the PADA.

4.2 Employment Objective. Following the start of its manufacturing operations at the Site, Employer agrees to achieve the Employment Objective by the Employment Objective Date. Town and County confirm that any reports that Employer may deliver to the State of Arizona pursuant to any grants received from the Arizona Competes Fund, as established pursuant to A.R.S. 41-1545.01 et seq., shall be a form reasonably satisfactory to provide evidence to Town and County of Employer's progress to achieve the Employment Objective.

4.3 Town Services. During the Term, Employer agrees that it shall contract for and use the Town of Queen Creek services for water, wastewater, solid waste, and to the extent the Town provides such services, recycling services. Except to the extent set forth in this Agreement or the PADA or other agreements to which Town or County, as applicable, may be a party, Employer is responsible to provide and pay for, or to cause third parties other than Town or County to provide and pay for, all design and construction costs within the Site for utility infrastructure and services for the Project.

4.4 Germann Road.

(a) The Owner Development Agreement provides that Town will construct, among other things, certain road and public utility improvements to Germann Road. In order to adapt to existing built conditions on land adjacent to Germann Road, and in anticipation of new construction along the Germann Road corridor, based on the findings of a traffic impact analysis, Town and County have elected to expand and reconfigure such improvements to Germann Road beyond the improvements contemplated in the Owner Development Agreement. In connection therewith, Town and County entered into that Intergovernmental Agreement Between Pinal County and the Town of Queen Creek to Define Responsibilities for the Design and Construction of Germann Road from Ironwood Road to Kenworthy Road dated February 7, 2024, and recorded in the Official Records on February 27, 2024, at Fee No. 2024-013657 (the "**Germann IGA**"). Pursuant to the Germann IGA, Town has agreed to cause the design and construction of such expanded Germann Road improvements, and County and Town have agreed to fund the costs associated with such design and construction, all as more fully set forth in the Germann IGA.

(b) **[NTD: Use "Corridor Exhibit" in lieu of references to a final plan set that will not exist in time for execution of this Agreement.]** The Parties have approved the general alignment and reconfiguration of Germann Road and associated utilities contemplated in the Germann IGA, including the relocation and construction of existing above and below ground utility facilities, generally in accordance with Exhibit E to this Agreement (the "**Approved Germann Alignment**"). Town and County, following the execution of this Agreement by the



Parties, will proceed diligently to cause the completion of, and Employer will then promptly and reasonably approve, final plans and specifications for the Approved Germann Alignment that are consistent with the Approved Germann Alignment (“**Final Plan Set**”). Following approval of the Final Plan Set, Town will not make any modifications (other than de minimis) to the Final Plan Set or the Approved Germann Alignment without Employer’s prior consent, not to be unreasonably withheld.

(c) Town and County agree to perform their respective obligations under the Germann IGA to construct the improvements associated with the Approved Germann Alignment, as and when required by the terms of the Germann IGA, and in compliance with this Section 4.4 and, where applicable, in compliance with the Owner Development Agreement. Subject to Force Majeure and timely compliance by Owner and Employer of their respective obligations described in this Section 4.4, Town will use commercially reasonable efforts to complete the construction of all such improvements by June 30, 2026, but in any event shall cause the completion of construction of all such improvements no later than April 19, 2027 (the “**Outside Date**”).

(d) As soon as practicable following the full execution of this Agreement, and in a manner that permits Town to complete the construction of all improvements associated with the Germann Road Alignment on or before the Outside Date, Employer will, or will cause Owner to, dedicate to Town in fee simple the additional required rights of way for the Approved Germann Alignment to the extent such rights of way are located on the Property. Such rights of way will abut upon (without gaps or gores) the entire length of the existing right of way for Germann Road. Upon completion of the improvements associated with the Approved Germann Alignment, Town will maintain, at Town’s expense, the aggregate area of the existing right of way for Germann Road and such new right of way for Germann Road.

(e) As soon as practicable following the full execution of this Agreement, and in a manner that permits Town to complete the construction of all improvements associated with the Germann Road Alignment on or before the Outside Date, Employer will, or will cause Owner to, reasonably and collaboratively work with Town and County, to obtain from ASLD any required rights of way (“**Public ROWs**”) at appraised value as required by applicable law, on ASLD’s standard right-of-way form, for public access and public utilities for the Approved Germann Alignment, to the extent the same are located on property west of the Kenworthy Road right of way and east of the Property (such property is owned by ASLD and is referred to as the “**COP Property**”). Such rights of way will abut upon (without gaps or gores) the entire length of the existing right of way for Germann Road, and will be in locations reasonably approved by Employer and Owner. Upon completion of the improvements associated with the Approved Germann Alignment, Town will maintain, at Town’s expense, the aggregate area of the existing right of way for Germann Road and the new right of way for Germann Road. The Parties acknowledge that Owner holds Certificate of Purchase No. 53-122513 issued by ASLD, granting Owner the right to acquire the COP Property upon which such rights of way will be located (for clarity, the COP Property is larger than the area required for the rights-of-way described in this Section 4.4(e) and Section 4.4(f) below). Employer will cause Owner to pay to ASLD the appraised value and ASLD’s costs associated with the acquisition of the Public ROWs. County will reimburse Owner for such costs within thirty (30) days after County’s receipt of an invoice

for same. If Owner or Employer elects, in its sole discretion, to acquire fee title to the COP Property, Employer will, or will cause Owner to, dedicate to Town in fee simple the Public ROWs that are located on the COP Property.

(f) As soon as practicable following the full execution of this Agreement, and in a manner that permits Town to complete the construction of all improvements associated with the Germann Road Alignment on or before the Outside Date, Employer will, or will cause Owner to, grant, at no cost to Town or County, to the applicable electric utility provider the required easements on the Property as required for relocation of the electric utility facilities as necessitated by the Approved Germann Alignment, and as reasonably approved by Employer and Owner. Further, Employer will, or will cause Owner to, reasonably and collaboratively work with Town and County to facilitate the purchase from ASLD any such rights of way at appraised value as required by applicable law, to the extent the same are located on the COP Property, and in locations reasonably approved by Employer and Owner. County will be responsible to pay to ASLD the appraised value and ASLD's costs of such rights of way. Such payment may be made in the form of direct payment to ASLD, or reimbursement to the utility provider or Owner if the utility provider or Owner makes such payment to ASLD. Any payments to Owner will be made within thirty (30) days after County's receipt of an invoice for same.

(g) Employer will consent, and will cause Owner to consent, to all required dedications and grants of right-of-way and easements described in this Section 4.4. Employer will, and will cause Owner to, release from Lease any property that is dedicated in fee title by Owner to Town or County pursuant to this Section 4.4.

4.5 Separate Agreement. The Site is subject to the Owner Development Agreement as well as this Agreement. For avoidance of doubt, the Parties confirm that (i) as more specifically depicted on Exhibit A, and on the site plan for the Project submitted to Town, and on the site plan submitted to Town for the Owner Project, the Project is located on a discrete subdivided parcel, on a different portion of the Land than the Owner Project, (ii) the projected cost of the Project (as set forth in Recital B) and the projected cost of the Owner Project (as set forth in the Owner Development Agreement) are separate and distinct cost investments by Employer and Owner, respectively, (iii) the Employment Objective is calculated with respect to Full-Time Jobs at the Site, and such Full-Time Jobs are separate and distinct from the Full-Time Jobs (as defined in the Owner Development Agreement) at the Owner Project, which are located on a different portion of the Land, and (iv) the incentives provided by Town and County to Employer in this Agreement are separate and distinct from the incentives provided by Town and County to Owner in the Owner Development Agreement, and the benefits provided by Employer in this Agreement are separate and distinct from the benefits provided by Owner in the Owner Development Agreement. This Agreement does not encumber any portion of the Land other than the Site.

4.6 Lease. Since Employer is not the owner of the Site, Employer agrees and makes the following representations and warranties to Town, with the understanding, agreement and expectation that Town may rely on these representations and warranties, and has the full legal right to rely on these representations and warranties:

(a) The Lease has been authorized by all required corporate action of Developer, and has been entered into with, and delivered to, Owner, and is in full force and effect.

(b) The Lease permits Employer to construct and operate the Project as described in this Agreement, without hindrance from Owner, subject to Employer's compliance with the terms of the Lease.

(c) The term of the Lease is for a term of \_\_\_\_\_ years, commencing on \_\_\_\_\_.

(d) Employer has the financial capability to construct and operate the Project as described in this Agreement.

(e) There is no provision in the Lease that would prevent Employer's performance as required by this Agreement.

(f) The Lease does not presuppose or require performance by Town in excess of any requirements of this Agreement and the Owner Development Agreement.

(g) Employer will promptly notify Town if Employer no longer has a possessory right to the Site, whether pursuant to the Lease, a sublease, fee ownership, license, or otherwise.

5. **COUNTY UNDERTAKINGS.** In consideration of the timely performance by Employer of the Employer Undertakings and by Town of the Town Undertakings, and provided there is no uncured Default by Employer of any term or condition of this Agreement, County agrees to perform the obligations contained in this Article 5 (as applicable to County, the "**County Undertakings**") as follows:

5.1 **Air Quality Permitting.** County shall expedite air quality permitting and dust permits that Employer may be required to obtain from County in connection with development of the Project, without payment of any additional fee or charge.

5.2 **Foreign Trade Zone.** County acknowledges that Employer intends to seek approval by the Foreign Trade Zone Board for status as a Foreign Trade Zone pursuant to the City of Phoenix Foreign Trade Zone No. 75 Alternative Site Framework (the "**FTZ Approval**"). County shall support the Employer's application to the City of Phoenix to obtain FTZ Approval and to the Pinal County Tax Assessor for any beneficial tax treatments that may be available to Employer in conjunction therewith, including, without limitation, reclassifying the tax classification of the Site as a "class six property" pursuant to A.R.S. §42-12006. County and Employer shall exercise good faith efforts in executing necessary resolutions or separate agreements and obtain necessary concurrence letters from other taxing authorities or governmental agencies to support the FTZ application process to the Foreign Trade Zones Board. Upon approval by the Foreign Trade Zones Board, County shall assist Employer in executing such documents and agreements in order to activate such FTZ Approval. To the extent that such FTZ status approval or activation is not granted, County agrees to assist Employer and the City of Phoenix in appealing such decision. However, any application or assistance shall be at no cost to County, except to the extent such costs are a normal cost of government administration.

5.3 Facilitation of Workforce Development. At no cost to Employer, County shall make *ARIZONA@WORK - Pinal* available to assist Employer in connection with the recruitment, screening, interviewing of potential Employer employees for the Project and shall assist Employer by holding job fairs. In addition, County shall (to the extent of available County owned office space) provide office space and related equipment for job interviews.

5.4 Employee Education Incentive.

(a) To accelerate reemployment and transition workers to higher-paying, “green” industry and “new economy” jobs, County shall reimburse Employer with a one-time payment of \$3000 per Full-Time Employee who is a Pinal County resident, or \$1500 per Full-Time Employee if the employee is not a resident of Pinal County (the “**Employee Education Incentive**”), for an education and training assistance program for employment in Pinal County. The amount of the Employee Education Incentive represents a reimbursement to Employer of a portion of the costs incurred by Employer to provide the training described in Section 5.4(c) below.

(b) On or before August 31, 2026, and on or before August 31 of each year thereafter until and including August 31, 2033, County shall make an Employee Education Incentive payment to Employer in an amount equal to the sum of (i) the product of multiplying \$3000 by the number of Full-Time Employees who are Pinal County residents trained and employed by Employer, plus (ii) the product of multiplying \$1500 by the number of Full-Time Employees who are non-Pinal County residents trained and employed by Employer. The foregoing information shall be certified by Employer in a certification (the “**Annual Employment Certification**”) from Employer’s director, human resources officer or other management representative reasonably acceptable to County, and in a form reasonably satisfactory to County. The Annual Employment Certification shall cover the twelve-month period ending on June 30 of the same year. County confirms that any reports that Employer may deliver to the State of Arizona pursuant to the Arizona Competes Grant shall be a form reasonably satisfactory to County for purposes of this Section. The Annual Employment Certification shall be accompanied by Employer’s estimate of the Full-Time Employees for the upcoming 12-month period (commencing July 1 of such year); such estimate shall be provided by Employer solely for County’s planning and budgeting purposes and shall not be binding on Employer.

(c) An employee shall be deemed trained by Employer when the employee receives a certificate from Employer confirming that the employee has completed the training required by Employer (the “**Training Certificate**”). The general scope of the required training is set forth in Exhibit D. The determination of whether an employee is a Full-Time Employee, and the location of the employee’s residence shall be made as of the date of the Training Certificate.

(d) The Annual Employment Certification shall be submitted to County no later than July 31, 2026, and no later than July 31 of each year thereafter, except that the Annual Employment Certification for 2032 shall be submitted to County no later than July 15, 2033. County shall reimburse Employer the Employee Education Incentive amount based on the most recently submitted Annual Employment Certification no later than thirty (30) days after receipt of

the Annual Employment Certification, except in the case of 2033, in which case County shall reimburse Employer the Employee Education Incentive no later than August 31, 2033.

(e) The aggregate payment of Employee Education Incentive amounts paid by County shall not exceed Two Million Six Hundred Thousand Dollars (\$2,600,000.00).

6. **TOWN UNDERTAKINGS.** In consideration of the timely performance by Employer of the Employer Undertakings and by County of the County Undertakings, and provided there is no uncured Default by Employer of any term or condition of this Agreement, Town agrees to perform the obligations contained in this Article 6 (the “**Town Undertakings**”) as follows:

6.1 **Building and Permitting Fees.** In partial consideration for the benefits to Town arising out of or in connection with this Agreement, including but not limited to the construction of the Required Improvements and the expectation that Employer shall timely achieve the Employment Objective, Town shall pay all building, inspection and permitting fees relating to the development of the Required Improvements (“**Fees**”). In the event that Employer has not achieved the Employment Objective by the Employment Objective Date (with the shortfall in the number of Full-Time Jobs being referred to herein as the “**Employment Shortfall**”), Employer shall reimburse Town for the allocable portion of the Fees paid by Town within thirty (30) days of demand by Town for reimbursement of amounts so paid by Town on behalf of Employer, which allocable portion shall be calculated as follows: Total Fees paid by Town divided by 850 (*i.e.*, the Employment Objective), with the end result multiplied by the Employment Shortfall. Employer’s repayment of the amounts due pursuant to this Section 6.1 and Section 6.2 shall be Town’s sole remedy with respect to Employer’s failure to achieve the Employment Objective by the Employment Objective Date.

6.2 **Development Impact Fees.** In partial consideration for the benefits to Town arising out of or in connection with this Agreement, including but not limited to the construction of the Required Improvements and the expectation that Employer shall timely achieve the Employment Objective (as defined below), Town shall pay all development impact fees relating to the development of the Site by Employer. In the event that Employer has not achieved the Employment Objective by the Employment Objective Date, Employer shall reimburse Town for the applicable portion of such development impact fees paid by Town within thirty (30) days of demand by Town for reimbursement of amounts so paid by Town on behalf of Employer, which portion shall be calculated as follows: Total development impact fees paid by Town divided by 850 (*i.e.*, the Employment Objective), with the end result multiplied by the Employment Shortfall. Employer’s repayment of the amounts due pursuant to Section 6.1 and this Section 6.2 shall be Town’s sole remedy with respect to Employer’s failure to achieve the Employment Objective by the Employment Objective Date.

6.3 **Project Utility Rate.**

(a) Town and Employer agree to work cooperatively and in good faith to negotiate and enter into one or more separate utility agreements that establish water and wastewater utility delivery, wastewater treatment, water recharge and infrastructure rates and costs for water acquisition, wastewater treatment, water recharge and additional water and wastewater infrastructure to provide the capacity for the increased demands of the Project, with Employer’s

obligations for acquisition, treatment, recharge and infrastructure costs being those attributable to the Project as reasonably determined and agreed to in such utility agreements.

(b) Town has expressly determined that it is in the best interest of Town to waive the application of Article 16-11 (Sustainable Water Allocation Regulations) of the Town Municipal Code, and any successor provision of the Town Municipal Code, to the Project; and Town therefore has waived Article 16-11 such that it will not apply to the Project.

#### 6.4 Job Reimbursement.

(a) Town shall reimburse Employer with a one-time payment of \$250 per employee, for employee education and training assistance (“**Town Education Incentive**”). Such payment, together with the Employee Education Incentive, represents a reimbursement to Employer of a portion of the costs incurred by Employer to provide the training described in Section 5.4(c).

(b) Commencing on August 31, 2026, and on August 31 of each year thereafter until the Employment Objective is achieved, Town shall make Town Education Incentive payments to Employer in an amount equal to the product of \$250 multiplied by the number of persons employed and trained by Employer (and for which Employer did not receive a previous Town Education Incentive payment). The foregoing information shall be certified by Employer in an Annual Employment Certification in a form reasonably satisfactory to Town. Town confirms that any reports that Employer may deliver to the State of Arizona pursuant to the Arizona Competes Grant shall be a form reasonably satisfactory to Town for purposes of this Section.

(c) An employee shall be deemed employed and trained by Employer on the date the employee receives a Training Certificate confirming that the employee has completed the training required by Employer.

(d) The Annual Employment Certification shall be submitted to Town no later than July 31, 2026, and no later than July 31 of each year thereafter, and shall cover the period ending on June 30 of such year. If the Employment Objective is achieved prior to the next June 30 following achievement of the Employment Objective, the Annual Employment Certification for that year shall be submitted to Town following the date that the Employment Objective is achieved. Town shall reimburse Employer the Town Education Incentive amount based on the most recently submitted Annual Employment Certification no later than thirty (30) days after receipt of the Annual Employment Certification.

(e) The aggregate payment of Town Education Incentive amounts paid by Town shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

6.5 Temporary Office and Living Space. Town shall assist Employer in identifying temporary office space and corporate housing within Town pending completion of construction of the Project.

6.6 Assistance with Job Training Programs. Town shall assist local and state educational institutions with respect to applicable job training programs.

6.7 Foreign Trade Zone. Town acknowledges that Employer intends to seek FTZ Approval. Town shall support Employer's application to the City of Phoenix to obtain FTZ Approval and to the Pinal County Tax Assessor for any beneficial tax treatments that may be available to Employer in conjunction therewith, including, without limitation, reclassifying the tax classification of the Site as a "class six property" pursuant to A.R.S. §42-12006. Town and Employer shall exercise good faith efforts in executing necessary resolutions or separate agreements and obtain necessary concurrence letters from other taxing authorities or governmental agencies to support the FTZ application process to the Foreign Trade Zones Board. Upon approval by the Foreign Trade Zones Board, Town shall assist Employer in executing such documents and agreements in order to activate such FTZ Approval. To the extent that such FTZ status approval or activation is not granted, Town shall assist Employer and the City of Phoenix in appealing such decision. However, any application or assistance shall be at no cost to Town, except to the extent such costs are a normal cost of government administration.

6.8 Electric and Gas Utility Connections. Town shall reasonably cooperate with and assist Employer in connection with Employer's obtaining appropriate electrical service to the Site from Salt River Project and gas service to the Site from the City of Mesa Natural Gas Utility, including (without limitation) reviewing plans and facilitating utility connections if required; provided, however that Town's obligations under this Section 6.8 shall not require any financial commitment from or payment by Town.

7. COUNTY REPRESENTATIONS. County represents and warrants to Town and Employer that:

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

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

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

7.4 County knows of no litigation, proceeding, initiative, referendum, investigation, or threat of any of the same contesting the powers of County or its officials with respect to this Agreement that has not been disclosed in writing to Town and Employer

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

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

8. **TOWN REPRESENTATIONS.** Town represents and warrants to County and Employer that:

8.1 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 and Arizona law.

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

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

8.4 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 that has not been disclosed in writing to County and Employer.

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

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

9. **EMPLOYER REPRESENTATIONS.** Employer represents and warrants to Town that:

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

9.2 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.

9.3 Employer shall execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

9.4 As of the date of this Agreement, Employer knows of no litigation, proceeding or investigation pending or threatened against or affecting Employer, which could



have a material adverse effect on Employer's performance under this Agreement that has not been disclosed in writing to County and Town.

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

9.6 Employer has not paid or given, and shall 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.

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

Prior to the Effective Date, Employer shall provide to Town and County the entity resolutions or authorizations of Employer, authorizing Employer to enter into this Agreement.

#### 10. **EVENTS OF DEFAULT; REMEDIES.**

10.1 Events of Default by Employer. "**Default**" or an "**Event of Default**" by Employer under this Agreement shall mean one or more of the following:

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

(b) Employer fails to comply with the deadlines for the Commencement of Construction of the Required Improvements or Completion of Construction of the Required Improvements, as applicable, established in this Agreement, for any reason other than Force Majeure;

(c) Employer transfers or attempts to transfer or assign this Agreement in violation of Section 12.2(a);

(d) Employer fails to observe or perform any other covenant, obligation or agreement required of it under this Agreement; or

(e) Employer no longer has a possessory right to the Site, whether pursuant to the Lease, a sublease, fee ownership, license, or otherwise; provided, however, that the foregoing shall not be a Default or Event of Default if Employer has performed its obligations under Section 4.1 and has achieved the Employment Objective.

10.2 Events of Default by Town. "**Default**" or an "**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 covenant, obligation or agreement required of it under this Agreement.

10.3 Events of Default by County. “**Default**” or an “**Event of Default**” by County under this Agreement shall mean one or more of the following:

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

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

10.4 Grace Periods; Notice and Cure. Upon the occurrence of an Event of Default by any Party, such Party shall, upon written Notice from any other Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days after receipt of such Notice; or, if such Default is of a nature is not capable of being cured within thirty (30) days shall be commenced within such period and diligently pursued to completion, but in no event exceeding ninety (90) days in total.

10.5 Remedies for Default. Whenever any Event of Default occurs and is not cured (or cure undertaken) by the defaulting Party in accordance with Section 10.1, 10.2, or 10.3, as applicable, and Section 10.4 of this Agreement, a non-defaulting Party may take any of one or more of the following actions:

(a) Remedies of County. County’s remedies for an uncured Event of Default by Employer may include any of the following:

(i) If an uncured Event of Default by Employer occurs at any time, County may terminate its obligations under this Agreement.

(ii) County may seek actual damages resulting from Employer’s Event of Default for a failure by Employer to provide Indemnity as required by Section 13(a) of this Agreement.

(b) Remedies of Town. Town’s remedies for an uncured Event of Default by Employer may include any of the following:

(i) If an uncured Event of Default by Employer occurs at any time, Town may terminate its obligations under this Agreement.

(ii) Town may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring Employer to undertake

and to fully and timely address or to enjoin any construction or similar activity undertaken by Employer which is not in accordance with the terms of this Agreement.

(iii) Town may seek actual damages resulting from Employer's Event of Default for a failure by Employer to provide Indemnity as required by Section 13(a) of this Agreement.

(c) Remedies of Employer. Upon an uncured Event of Default by Town or County, Employer may pursue as its exclusive remedies, the following: (i) to seek special action or other similar relief (whether characterized as specific performance, mandamus, injunction or otherwise), requiring County or Town (as applicable) to undertake and to fully and timely perform its obligations under this Agreement, or (ii) to enjoin any threatened or attempted violation of this Agreement.

(d) Waiver of Certain Damages. Notwithstanding anything in this Agreement to the contrary, each of County, Town and Employer waives its right to seek and recover consequential, exemplary, special, beneficial, numerical, punitive, or similar damages from each other Party, the only permitted claim for damages being actual damages reasonably and directly incurred by the aggrieved Party to the extent expressly allowed by this Agreement.

10.6 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 by any other Party shall not be considered as a waiver of rights with respect to any other Default by the performing Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision shall 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 otherwise at a time when it may still hope to resolve the problems created by the Default involved.

10.7 Force Majeure. Neither County, Town nor Employer, as the case may be, shall be considered not to have performed its obligations under this Agreement or in Default in the event of force majeure ("**Force Majeure**") due to causes beyond its reasonable control and without its fault, negligence or failure to comply with Applicable Laws, including: acts of God; acts of public enemy; 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, epidemics, pandemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes; a Public Health Event; acts of a public enemy, war, terrorism or act of terror (including bio-terrorism or eco-terrorism); nuclear radiation; declaration of national emergency or national alert; blockade, insurrection, riot, labor strike or interruption; extortion, sabotage, or similar occurrence; 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 Project (whether permanent or temporary) by any public, quasi-public or private entity. In addition, if after good faith efforts by Employer to comply, if the Employment Objective is not met by the Employment Objective Date, as may be extended, the Employment Objective Date shall be extended for a reasonable

period of time as requested by Employer and reasonably approved by County and Town but in any event not less than two (2) years. In no other event shall Force Majeure include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants of portions of the Project, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders desired by Employer in connection with the development of the Project, it being agreed that Employer shall bear all risks of delay which are not Force Majeure. In the event of the occurrence of any such Force Majeure, the time or times for performance of the obligations of the Party claiming delay shall be extended for the actual duration of the Force Majeure event; provided that the Party seeking the benefit of the provisions of this Section 10.7, within thirty (30) days after such event, shall notify each other Party of the specific delay in writing and claim the right to an extension for the period of the Force Majeure.

10.8 Rights and Remedies Cumulative. The rights and remedies of each Party are cumulative, and the exercise by any 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 uncured Default by any other Party.

## **11. COOPERATION AND DESIGNATED REPRESENTATIVES; ESTOPPEL CERTIFICATES.**

11.1 Representatives. To further the cooperation of the Parties in implementing this Agreement, County, Town and Employer each shall designate and appoint a representative to act as a liaison among and between County (and its various departments), Town (and its various departments) and Employer. The initial representative for County shall be its County Manager; the initial representative for Town shall be its Town Manager, and the initial representative for Employer shall be its Project Manager, as identified by Employer from time to time. County's, Town's and Employer's representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

11.2 Estoppel Certificates. Each Party shall, within ten (10) days after receipt of the written request of the other Party or any other interested party (including any lender), furnish a certificate (a) regarding whether to such certifying Party's knowledge (i) this Agreement is in full force and setting forth any amendments to this Agreement, (ii) any breach or default exists under in this Agreement, or any other event exists that, with the passage of time and the giving of any notice required under this Agreement, would constitute a breach or default under this Agreement, (b) confirming the amounts paid under this Agreement, and (c) confirming such other matters reasonably required by the requesting Party. The recipient of such certificate, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

## **12. MISCELLANEOUS PROVISIONS.**

12.1 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 Pinal (or, as may be appropriate, in the Justice Courts of Pinal 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 the exclusive 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 12.1.

12.2 Restrictions on Assignment and Transfer.

(a) Restriction on Transfers. No assignment or similar transfer of Employer's interest in this Agreement (each, a "**Transfer**") may occur without County's and Town's prior written consent, which may be granted, withheld, conditioned or delayed in County's and Town's sole discretion; provided, however, if there is no uncured Event of Default of Employer existing at the time of the Transfer, Employer may take any of the following actions without the consent of County and Town:

(i) Employer may assign this Agreement to a successor entity by merger, consolidation, reorganization, operation of law, or similar event, or that is otherwise an Affiliate of Employer (so long as such successor entity retains ownership of the leasehold or other interest in the Site), and/or

(ii) Employer may assign this Agreement to the transferee of Employer's interest in the Site in connection with the conveyance of Employer's interest in the Site (A) to any Affiliate of Employer, or (B) in connection with a change in ownership of Employer as a result of a merger, consolidation, reorganization, or joint venture, or (C) in connection with the sale or transfer of all or substantially all of the assets of Employer.

Nothing in this Agreement shall prohibit or restrict, or require the approval of Town or County for, changes in the direct or indirect management, ownership or control of Employer.

Upon any Transfer, Employer shall provide to Town with 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 Employer's covenants and obligations under this Agreement arising from and after the date of the Transfer and agrees to be bound by the terms and provisions of this Agreement. The assignment by Employer of its rights under this Agreement shall not relieve Employer personally of any obligations, unless County and Town shall expressly agree to such relief in writing. Any Transfer or other purported assignment that does not comply in all respects with this Section 12.2(a) shall be void, and not voidable.

(b) Transfers by County. County's rights and obligations under this Agreement shall be non-assignable and non-transferable, without the prior express written consent of Employer, which consent may be given or withheld in Employer's sole and unfettered discretion

(c) Transfers by Town. Town's rights and obligations under this Agreement shall be non-assignable and non-transferable, without the prior express written consent of Employer, which consent may be given or withheld in Employer's sole and unfettered discretion.

12.3 Limited Severability. County, Town and Employer 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 or County to do any act in violation of any Applicable Laws), 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.

12.4 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.

12.5 Notices.

(a) Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement (each, a “**Notice**”) shall be in writing and shall be given by (i) personal delivery, or (ii) any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), delivery charges prepaid, or (iii) sent by electronic mail (email) provided that notice shall also be delivered within two (2) business days by another method permitted under this Section. Notices shall be addressed as follows:

If to County:                      Pinal County  
   135 North Pinal Street  
   Administrative Complex  
   PO Box 827  
   Florence, Arizona 85132  
   Attn: County Manager  
   Email: [clerkoftheboard@pinal.gov](mailto:clerkoftheboard@pinal.gov)

With a required copy to: Pinal County  
135 North Pinal Street  
Administrative Complex  
PO Box 827  
Florence, Arizona 85132  
Attn: County Attorney  
Email: [pinalcountyattorney@pinal.gov](mailto:pinalcountyattorney@pinal.gov)

If to Town: Town of Queen Creek  
Attn: Town Manager  
22358 S Ellsworth Road  
Queen Creek, Arizona 85142  
Email: [bruce.gardner@queencreekaz.gov](mailto:bruce.gardner@queencreekaz.gov)

With a required copy to: Town of Queen Creek  
Attn: Town Attorney  
c/o Dickinson Wright PLLC  
1850 North Central Avenue, Suite 1400  
Phoenix, Arizona 85004  
Email: [sholcomb@dickinsonwright.com](mailto:sholcomb@dickinsonwright.com)

If to Employer: LG Energy Solution Arizona ESS, Inc.  
Attn: LG Energy Solution, Ltd. (Kwonhee Jeong)  
Parcel Tower1, 108 Yeoui-daero,  
Yeongdeungpo-gu, Seoul, 07335, Korea  
Email: [jeongkwonhee@lgensol.com](mailto:jeongkwonhee@lgensol.com)

With a required copy to: Quarles & Brady LLP  
Attn: Diane Haller  
One Renaissance Square  
Two North Central Avenue, Suite 600  
Phoenix, Arizona 85004  
Email: [diane.haller@quarles.com](mailto:diane.haller@quarles.com)

Each Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address.

(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 Notice sent by email shall be deemed effective on the date of delivery, provided that notice shall also be delivered within two (2) business days by another method permitted under this Section.

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

12.7 Article and Section Headings. The Article and Section headings contained in this Agreement are for convenience in reference only and do not define or limit the scope or meaning of any provision of this Agreement.

12.8 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 attorneys' fees and court costs, including 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.

12.9 Waiver. Without limiting the provisions of Section 10.6 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 signed by the Party asserted to have granted such waiver.

12.10 Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement, except for permitted transferees and assignees to the extent that they assume or succeed to the rights and/or obligations of Employer under this Agreement.

12.11 Exhibits. Without limiting the provisions of Article 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. In the event of a conflict with or ambiguity between a general description in this Agreement and the terms and provisions included in a more detailed and specific Exhibit referred to in such general description, the terms and provisions of the Exhibit shall supersede and prevail.

12.12 Integration. Except as expressly provided in this Agreement, 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.

12.13 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.

12.14 Calculation of 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 falls on a



day other than a business day, 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 business day. A “business day” means a day other than a Saturday, Sunday or day that is a legal holiday in the State of Arizona or a national holiday in the country of Korea.

12.15 Good Faith of Parties; Consents and Approvals. 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, each Party agrees that it shall act in good faith and shall not act unreasonably, arbitrarily, or capriciously and shall not unreasonably withhold, delay, or condition any requested approval, acknowledgment or consent.

(a) Any consent or approval of Town required by this Agreement may be provided by the Town Manager unless otherwise specified or required by Applicable Laws. In addition, the Town Manager is expressly authorized to execute and deliver all amendments to this Agreement and other transaction documents required by, contemplated under or authorized in this Agreement.

(b) Any consent or approval of County required by this Agreement may be provided by the County Manager unless otherwise specified or required by Applicable Laws. In addition, the County Manager is expressly authorized to execute and deliver all amendments to this Agreement and other transaction documents required by, contemplated under or authorized in this Agreement.

12.16 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement relating to use of the Site shall run with the land and shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Site. Wherever the term “Party” or the name of any particular Party is used in this Agreement such term shall include any such Party’s permitted successors and assigns.

12.17 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.

12.18 Amendment. Except as otherwise expressly provided for or permitted in this Agreement (for example, for administrative adjustments that may be made by the Town Manager, including the approval of Extended Compliance Dates), no change or addition shall be made to this Agreement except by written amendment executed by the Parties. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records. Upon amendment of this Agreement, 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.

12.19 Survival. All indemnification obligations in this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated in this Agreement, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section.

12.20 Nonliability of Town Officials, of County Officials, and of Employees, Members and Partners, of Employer. No Town Council member, official, representative, agent, attorney or employee of Town, and no County Board member, official, representative, agent, attorney or employee of County, 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 breach by Town or County (as applicable) 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 or County (as applicable) under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Employer under this Agreement shall be limited solely to the assets of Employer and shall not extend to or be enforceable against: (i) the individual assets of any of the individuals or entities who are shareholders, members, managers constituent partners, officers or directors of the general partners or members of Employer; (ii) the shareholders, members or managers or constituent partners of Employer; or (iii) officers of Employer.

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

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

12.23 Proposition 207 Waiver. Employer hereby waives and releases Town (“**Prop 207 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 Site, as a result of Town’s approval of this Agreement, any and all restrictions and requirements imposed on Employer, the Project and the Site by this Agreement or the Zoning, Town’s approval of Employer’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 Prop 207 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.

12.24 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:

(i) The forced labor of ethnic Uyghurs in the People’s Republic of China.

(ii) Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

(iii) 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.

12.24 Preserve State Shared Revenue; Other Challenges.

(a) 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 (i) commences an investigation based on a claim alleging that this Agreement, or any action of Town or County approving this Agreement, violates any provision of state law or the Constitution of Arizona (a “**Violation**”), (ii) thereafter determines that a Violation exists pursuant to A.R.S. § 41-194.01(B)(1), and (iii) thereupon provides the statutorily-required notice of the Violation to Town and County (the “**Violation Notice**”), Town and County shall promptly meet with Employer and use all good faith efforts to modify the Agreement (or otherwise address the matter or matters constituting the Violation) in a manner to resolve the Violation and to substantially provide to the Parties the practical realization of the principal benefits intended by the Agreement. If within the thirty (30) day period set forth in the Violation Notice (the “**Violation Notice Resolution Period**”), County, Town and Employer cannot agree to modify this Agreement so as to resolve the Violation, this Agreement shall automatically (that is, without further act or Notice to the Parties required) terminate at the expiration of the Violation Notice Resolution Period, and upon such termination the Parties shall have no further rights, interests, or obligations in this Agreement or claim against any other Party for a breach or default under this Agreement.

(b) 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 (i) commences an investigation into a Violation as described above, (ii) thereafter determines that a Violation may exist pursuant to A.R.S. § 41-194.01(B)(2), and (iii) thereupon files a special action in the Arizona Supreme Court to resolve the issue, Town, County shall jointly and vigorously defend the legality of this Agreement with respect to any such investigation and action. Employer may, at Employer’s sole discretion, join such defense, but at a minimum Employer shall reasonably cooperate with Town and County in such defense, at no cost to Employer. Additionally, if the Arizona Supreme Court determines that a Violation exists, this Agreement shall automatically (that is, without further act or Notice to the Parties required) terminate, and the Parties shall have no further rights, interests, or obligations in this Agreement or claim against any other Party for a breach or default under this Agreement.

(c) Additionally, if a Third Party claims that this Agreement violates any provision of state law or the Constitution of Arizona (excluding any Violation), (i) Town, County shall vigorously defend any such claim, and (ii) County, Town and Employer shall use all

and best faith efforts to modify the Agreement so as to substantially provide the practical realization of the principal benefits intended by this Agreement, concurrently with Town and County defending such claim. Employer may, at Employer's sole discretion, join such defense, but at a minimum Employer shall reasonably cooperate with Town and County in such defense, at no cost to Employer. If an appellate court of the State, beyond any applicable appeals period, has determined that this Agreement violates any provision of state law or the Constitution of Arizona, either of County, Town or Employer may terminate this Agreement and the Parties thereafter shall have no further rights, interests, or obligations in this Agreement or claim against any other Party for a breach or default under this Agreement.

(d) Town and County shall promptly notify Employer upon receipt of any written notice of any investigation or action alleging a Violation, as described in clauses (a) or (b) above, or a Third Party claim, as described in clause (c).

#### 12.25 Public Action.

(a) Town and Employer acknowledge that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed-upon action to be done or performed by Town which would, under any federal, state or local constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the Town Council, shall be required to be done or performed by Town unless and until said formal Town Council action has been taken and completed. **"Completed"** under this provision means that such Town Council action is no longer subject to referral. This Agreement does not bind Town or the Town Council or remove its independent authority to make determinations related to formal action of the Town Council in any way.

(b) County and Employer acknowledge that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed-upon action to be done or performed by County which would, under any federal, state or local constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the County Board, shall be required to be done or performed by County unless and until said formal County Board action has been taken and completed. **"Completed"** under this provision means that such County Board action is no longer subject to referral. This Agreement does not bind County or the County Board or remove its independent authority to make determinations related to formal action of the County Board in any way.

12.26 References to Authority. Any reference to a statute, ordinance, regulation, or similar legal authority, including the Applicable Laws, in this Agreement refers to the legal authority as it existed on the Effective Date or as the same may be amended from time-to-time during the Term.

### 13. **INDEMNITY OF TOWN AND COUNTY BY EMPLOYER.**

(a) Subject to the limitations in Section 10.5(d), Employer shall indemnify, defend, pay and hold harmless Town and its Town Council members, officers, officials, agents, and employees (collectively, including Town, **"Town Indemnified Parties"**), and Employer shall indemnify, defend, pay and hold harmless County and its County Board members,

officers, officials, agents, and employees (collectively, including County, “**County Indemnified Parties**”) for, from, and against any and all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including reasonable attorneys’ fees, experts’ fees and court costs associated with such matters) which may be imposed upon, incurred by or asserted against Town Indemnified Parties or County Indemnified Parties by a Third Party (all of the foregoing, collectively, “**Claims**”) to the extent the Claims arise from the gross negligence or willful misconduct of Employer with respect to the design, construction, and structural engineering acts or omissions with respect to the Required Improvements (collectively, “**Indemnity**”). Such Indemnity shall survive the expiration or earlier termination of this Agreement for a period of two (2) years. The indemnification set forth in this Section 13 shall not apply to the extent such Claims against Town Indemnified Parties arise from or relate solely to the negligent or intentional acts of Town Indemnified Parties, or to the extent such Claims against County Indemnified Parties arise from or relate solely to the negligent or intentional acts of County Indemnified Parties. In the event any Town Indemnified Parties or County Indemnified Parties should be made a defendant in any action, suit or proceeding brought by a Third Party by reason of any of the occurrences described in this Section 13, Employer shall at its own expense: (i) resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by Employer and reasonably approved by Town (with respect to Claims asserted against Town Indemnified Parties), or County (with respect to Claims asserted against County Indemnified Parties); and (ii) if any such action, suit or proceeding should result in a final judgment against any of the Town Indemnified Parties or County Indemnified Parties, Employer shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged, provided that nothing in this Section 13 limits the rights of the Parties to seek indemnification under common law, subject to (A) the limitations in Section 10.5(d), and (B) the limitations in Section 10.5 with respect to the remedies of a Party relating to an uncured Event of Default.

(b) Nothing in Section 13(a) limits the right of any Party to seek indemnification under common law from any other Party with respect to matters other than an uncured Event of Default.

**[Signatures appear on following pages]**

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

**COUNTY**

PINAL COUNTY, ARIZONA, a political subdivision of the State of Arizona

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

ATTEST:

By: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF PINAL        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ the \_\_\_\_\_ of Pinal County, Arizona, a subdivision of the State of Arizona, who acknowledged that he/she signed the foregoing instrument on behalf of Pinal County.

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

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

**SIGNATURE PAGE TO DEVELOPMENT AGREEMENT AND  
INTERGOVERNMENTAL AGREEMENT**

**TOWN**

TOWN OF QUEEN CREEK, ARIZONA, an  
Arizona municipal corporation

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ the \_\_\_\_\_ of the Town of Queen Creek, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of Town.

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

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

**SIGNATURE PAGE TO DEVELOPMENT AGREEMENT AND  
INTERGOVERNMENTAL AGREEMENT**

**EMPLOYER**

LG ENERGY SOLUTION ARIZONA ESS, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, the \_\_\_\_\_ of LG ENERGY  
SOLUTION ARIZONA ESS, INC., a Delaware corporation, who acknowledged that he/she  
signed the foregoing instrument on behalf of such corporation.

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

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



**ACKNOWLEDGMENT AND CONSENT OF OWNER  
TO DEVELOPMENT AGREEMENT AND INTERGOVERNMENTAL AGREEMENT  
(AND RECORDATION)**

The undersigned has executed and delivered this Agreement to County and Town for the purpose of expressly consenting to the recordation of this Agreement against the interest of Owner in and to the Site and confirming its agreement with Section 4.4 of this Agreement, and has authorized and approved the execution and delivery of this Agreement to County and Town by Employer.

**OWNER**

LG ENERGY SOLUTION ARIZONA, INC., a  
Delaware corporation, successor (by conversion) to  
ES AMERICA, LLC, a Delaware limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of LG ENERGY SOLUTION ARIZONA, INC., a Delaware corporation, successor (by conversion) to ES AMERICA, LLC, a Delaware limited liability company, who acknowledged that he/she signed the foregoing instrument on behalf of such corporation.

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

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

**List of Exhibits**

- Exhibit A: Legal Description of Site
- Exhibit B: Depiction of Site
- Exhibit C: Description of Required Improvements
- Exhibit D: Training Program
- Exhibit E: Approved Germann Alignment

**Exhibit A**  
**to Development Agreement and**  
**Intergovernmental Agreement**

**Legal Description of Site**

A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA & SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION;

THENCE NORTH 00°26'59" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,681.87 FEET;

THENCE DEPARTING SAID WEST LINE OF THE SOUTHWEST QUARTER, NORTH 89°49'08" EAST, A DISTANCE OF 2,732.12 FEET, TO A POINT ON A LINE 85.00 FEET EAST AND PARALLEL TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION;

THENCE SOUTH 00°20'15" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1,669.62 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE DEPARTING SAID PARALLEL LINE SOUTH 89°33'07" WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 85.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION;

THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHEAST QUARTER, SOUTH 89°33'44" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 2,643.82 FEET TO THE SOUTHWEST CORNER OF SAID SECTION BEING THE POINT OF BEGINNING.

BEING SHOWN AS LOT 3 OF MINOR LAND DIVISION FOR PROJECT ALPHA ACCORDING TO THE MINOR LAND DIVISION OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA RECORDED AS FEE NO. 2024-015025.

**Exhibit B  
to Development Agreement and  
Intergovernmental Agreement**

**Depiction of Site**

**[see attached map; Site is Parcel 3]**

PECOS ROAD

PARCEL 1

IRONWOOD ROAD

PARCEL 2

PARCEL 3

GERMANN ROAD

**Exhibit C**  
**to Development Agreement and**  
**Intergovernmental Agreement**

**Description of Required Improvements**

An approximately 1,000,000 square foot manufacturing facility with mezzanine, together with associated warehouse, office, training, storage and distribution space of approximately 500,000 square feet under roof. The Required Improvements shall also include associated site improvements inclusive of parking facilities, utility improvements, landscaping, sidewalks, retention areas, and recreational areas.

**Exhibit D**  
**to Development Agreement and**  
**Intergovernmental Agreement**

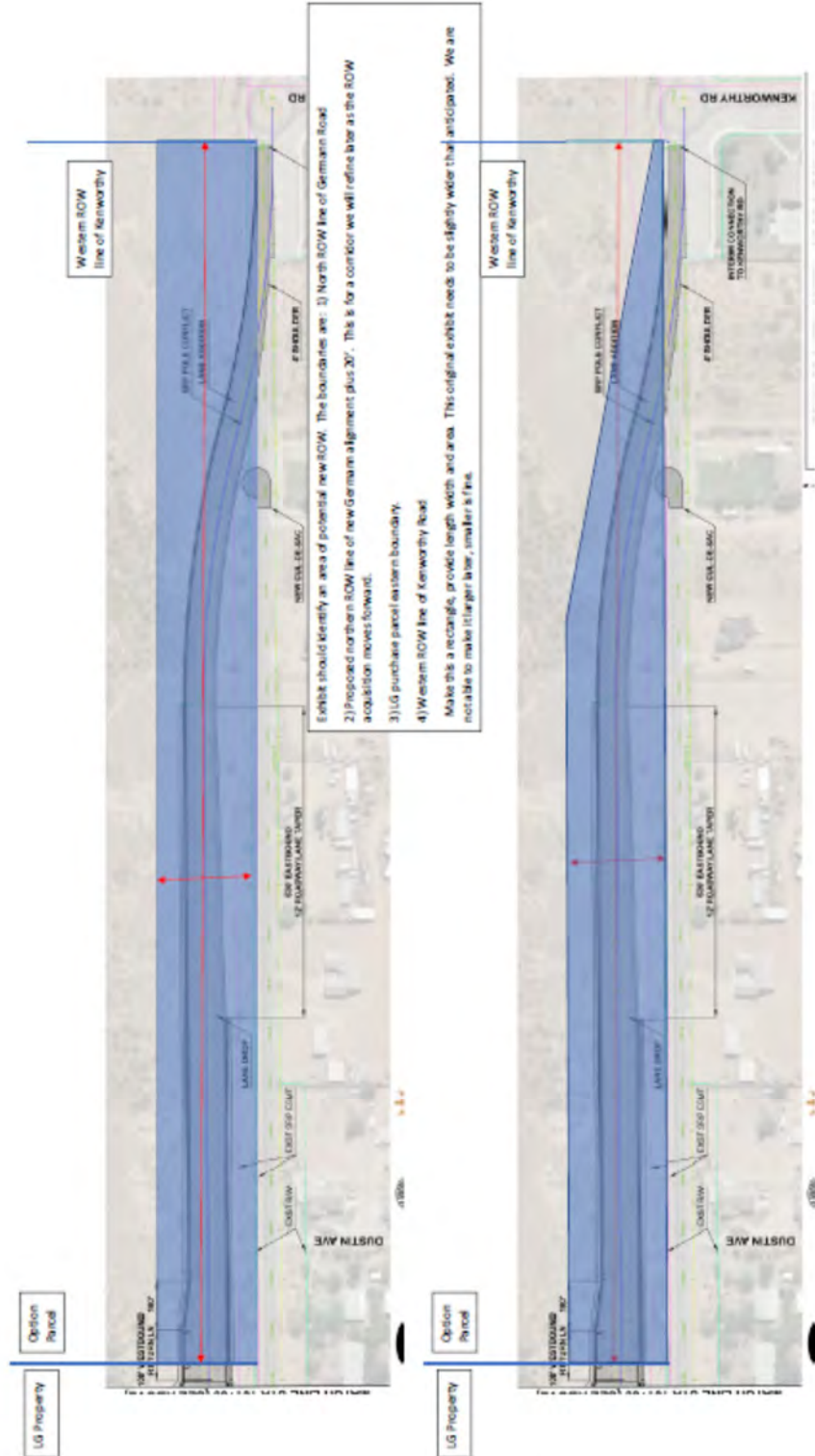
**General Scope of Required Training**

1. Orientation. New employees undergo an orientation process to learn critical information about their job position. Instructors may present information in a classroom environment or host one-on-one discussions.
2. Onboarding. Training process that helps new employees learn key information about their job position and a company's protocols. When onboarding with a group of new employees, the company may provide lecture-based instructions or digital presentations.
3. Internal Training. Existing employees work with new hires to discuss skill-building techniques and other professional development goals in either a classroom setting or hands on.
4. Outsourced Training. Third parties may be used to train employees on a certain skill set in either a classroom setting or hands on. This type of training may take place at the Site and/or at other Employer or third party facilities to learn and bring back the skills to the Project.
5. Technical Skills Training. Technical skills training involves teaching both incumbent and new employees how to apply their technical knowledge to their job position. This type of training may take place at the Site and/or other Employer or third party facilities to learn and bring back the skills to the Project.
6. Shadowing. Shadowing describes a process where two employees follow each other throughout the workday to gain insight into different job positions within the same company. This type of training may take place at the Site and/or other Employer or third party facilities to learn and bring back the skills to the Project.
7. Mandatory Training. Mandatory training is a program that a federal or state regulation requires employees to complete.

**Exhibit E  
to Development Agreement and  
Intergovernmental Agreement**

**Approved Germann Alignment [depiction on following page]**







TOWN OF  
**QUEEN CREEK**  
ARIZONA

10.A

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** BRUCE GARDNER, TOWN MANAGER  
**FROM:** SCOTT MCCARTY, FINANCE DIRECTOR  
**RE:** DISCUSSION AND POSSIBLE APPROVAL OF THE FY 24-25 TOWN OF QUEEN CREEK CORPORATE STRATEGIC PLAN.  
**DATE:** May 15, 2024

---

**Suggested Action:**

Discussion and possible approval of the FY 24-25 Town of Queen Creek Corporate Strategic Plan.

**Relevant Council Goal(s):**

The CSP includes five Strategic Priorities:

- Effective Government
- Safe Community
- Secure Future
- Superior Infrastructure
- Quality Lifestyle

**Discussion:**

The Corporate Strategic Plan (CSP) is a goal setting document and is reviewed annually and updated as directed by the Town Council. The CSP is an integral part of the annual goals and objectives established by the Town's management team, which is comprised of the Town Manager and all department directors. The CSP provides general guidance for the overall direction of the organization. It translates the general mandate and mission of the organization into Strategic Priorities and Goals.

The CSP includes five Strategic Priorities:

- Effective Government
- Safe Community
- Secure Future
- Superior Infrastructure
- Quality Lifestyle

The Strategic Priorities each include a set of goals that guide the Town Manager and Town departments as they shape and develop annual work plans.

The Town Manager, along with the department directors, develops an implementation plan. The goal of the implementation plan is to operationalize the Strategic Priorities and Goals. This document is prepared and used by the management team and is addressed in every employee's performance evaluation. Each employee has a role in implementing the CSP.

Throughout the fiscal year, each department director reports on the implementation status of the CSP and Goals to the Town Manager. The Town Manager uses information from these reports to track the performance and progress towards the annual CSP goals. In addition to the status and progress towards the goals, department directors identify any areas of disruption and actions being taken to address the disruption.

The timing for the annual Town Council review of the CSP Goals aligns with the Town's budget adoption process. In preparation for the next fiscal year, the management team has developed new goals and updates to existing goals to be included in the FY 24-25 CSP. The proposed changes reflect the completion of existing goals and new direction provided by the Town Council since the approval of last year's CSP, as well as direction given at the Town Council's strategic planning session in February, 2024. The FY 24-25 budget incorporates the CSP by allocating resources to the Strategic Priorities, including more resources for police, fire, and transportation; additional funds and staff for water resources and water conservation programs; and funding to open and operate new parks and recreation facilities.

Aligning the Corporate Strategic Plan updates to the FY 24-25 budget has resulted in fewer, but more high-level goals and less specific or detailed targets than prior years. This high-level focus also eliminated a number of prior-year goals because either those goals were accomplished, or their outcomes related to other similar goals.

The proposed FY 24-25 Town of Queen Creek Corporate Strategic Plan is attached as both redline and clean versions.

**Fiscal Impact:**

Adopting the FY 24-25 Corporate Strategic Plan has no direct fiscal impact; however, the FY 24-25 Budget includes funding that is allocated to the Town Council's Strategic Priorities as identified in the CSP.


**Alternatives:**

The FY 24-25 Final Budget aligns with the Corporate Strategic Plan. Any changes to the CSP should be evaluated to determine if a corresponding adjustment to the budget is appropriate.



**Attachment(s):**

1. [Attachment A-Town of Queen Creek Corporate Strategic Plan FY 24-25 Clean](#)
2. [Attachment B- Town of Queen Creek Corporate Strategic Plan FY 24-25 Redline](#)


**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**

Strategic Priority	Goal	Department	
 <b>Effective Government</b>	<b>Strategic Priority #1: Effective Government</b> An effective local government is aware of citizens' needs and provides the services that residents want. This can be achieved by managing the price of government and introducing innovative business practices, using new technology, hiring quality employees and leveraging Town partnerships to save resources.		
	1.1	FINANCIAL STABILITY: Maintain a stable long-term cost and revenue structure that ensures intergenerational equity and an appropriate allocation of costs.	Finance
	1.2 NEW	FINANCIAL STABILITY: Update key financial policies to maintain adequate financial reserves.	Finance
	1.3	FINANCIAL STABILITY: Continue to monitor and update employee benefits strategies and evaluate trends.	Human Resources
	1.4	FINANCIAL STABILITY: Continue progressive strategies to attract and retain high-performing staff.	Human Resources
	1.5	FINANCIAL STABILITY: Maintain staffing levels that are consistent with the community's goals.	Human Resources
	1.6	INTERGOVERNMENTAL RELATIONS: Cultivate relationships with the state, counties, local, regional, and statewide partners to: encourage other levels of government to work collaboratively with the Town on issues of mutual interest; protect self-determination; enhance opportunities to improve the Town's economic sustainability; and secure existing revenue to provide for public safety and needed infrastructure development.	CIP/ Intergovernmental Relations
	1.7	COUNCIL LEADERSHIP ROLES: Continue to strengthen the effectiveness of the Town Council through professional development training opportunities and strategic planning sessions.	Town Council
	1.8 NEW	TECHNOLOGY: Integrate Advanced Traffic Management System (ATMS) principles to enhance traffic flow, reduce congestion, and improve safety across our transportation network.	Public Works
	1.9 NEW	TECHNOLOGY: Provide contracted services for a Facility Condition Assessment Evaluation of facility assets based on a thorough inspection to provide for more accurate capital replacement forecasting, streamline the Town's preventative maintenance program, and generate a predictive maintenance program.	Public Works

## Corporate Strategic Plan Update 2024-2025 Recommended Changes

 <b>Safe Community</b>	<b>Strategic Priority #2: Safe Community</b> Queen Creek has low crime rates and strives to meet adopted standards for police and fire services. Residents continue to rate their interactions with public safety personnel highly in community surveys. As our Town grows, ensuring the safety of the public continues to be among our highest priorities. This means hiring and training quality first responders and finding innovative ways to maintain and improve delivery of emergency services.		
	2.1	PUBLIC SAFETY QCFMD: Proactively work to provide fire services to areas of Queen Creek where response time gaps have been evaluated and identified as part of the 2020 Fire Master Plan and to expand the Town's fire district, where applicable, within the remaining municipal planning area.	Fire & Medical
	2.2	PUBLIC SAFETY QCFMD: Continue expansion efforts with the Emergency Transportation Services (ETS) program and providing patient transportation services (ambulance services) to Queen Creek.	Fire & Medical
	2.3	PUBLIC SAFETY QCFMD: Continue and update the Emergency Operations Plan (EOP) for response capabilities and community preparedness and Community Emergency Response Training (CERT) classes. The QCFMD has established a goal of certifying ten percent of Queen Creek's population by 2023 in CPR, including "hands-only" CPR. Continue efforts in training and developing plans to better prepare Queen Creek when responding to and mitigating hostile events, such as active shooters.	Fire & Medical
	2.4	PUBLIC SAFETY QCFMD: Continue efforts for a support services building for fleet services, warehousing and skills training.	Fire & Medical
	2.5 NEW	PUBLIC SAFETY QCPD: Establish a Real Time Information Center (RTIC) and utilize this technology to maintain low victimization rates, improve traffic safety, and minimize the fear of crime.	Law Enforcement
	2.6 NEW	PUBLIC SAFETY QCPD: Further community support, trust, transparency, and legitimacy by attaining Arizona Law Enforcement Accreditation (AZLEAP).	Law Enforcement
 <b>Secure Future</b>	<b>Strategic Priority #3: Secure Future</b> Securing Queen Creek's future involves strengthening the Town's financial condition by implementing strong management strategies within the organization, and by increasing the number of employment opportunities available to residents. This priority also relates to securing our water supply for the benefit of future residents.		
	3.1 NEW	ENVIRONMENT: Establish a diversified water resource portfolio, including non-groundwater sources	Utilities


**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**

	3.2 NEW	ENVIRONMENT: Provide uninterrupted utility services to all of the Town’s water and wastewater customers.	Utilities
	3.3 NEW	ENVIRONMENT: Develop and implement a water conservation program, for residential, commercial and industrial customers.	Utilities
	3.4	LAND USE & ECONOMIC DEVELOPMENT: Plan for an economically sustainable build-out.	Development Services
	3.5	LAND USE & ECONOMIC DEVELOPMENT: Continue partnership with the State Land Department, proactively plan for the development of State Trust Lands: Increase speed to market for employment uses and advanced manufacturing opportunities	Development Services/ Economic Development
	3.6	LAND USE & ECONOMIC DEVELOPMENT: Continue evaluating potential annexations of lands that support the Town’s strategic priorities.	Development Services
	3.7	LAND USE & ECONOMIC DEVELOPMENT: Generate more economic synergy within the Town Center and Downtown Core; enhance the sense of place, and attract additional investment through implementation of the Town Center Plan and the Downtown Core Art and Placemaking Master Plan.	Economic Development
	3.8	LAND USE & ECONOMIC DEVELOPMENT: Implement strategies outlined in the Economic Development Strategic Plan to attract private investment and foster job creation by focusing on product development; Town center development; business attraction/retention; entrepreneurship/innovation; and marketing/communication.	Economic Development
	3.9	LAND USE & ECONOMIC DEVELOPMENT: Continue to implement and evaluate the vision, character and goals of the Town’s General Plan.	Development Services
	3.10 NEW	LAND USE & ECONOMIC DEVELOPMENT: Implement the strategies and objectives outlined in the Horseshoe Park & Equestrian Centre (HPEC) Five Year Strategic Plan designed to decrease the gap between HPEC’s operating expenses and revenues, and add new revenue streams to support growth of the facility.	Economic Development
	 <b>Strategic Priority #4: Superior Infrastructure</b> With the growth of residential and nonresidential development comes the challenge of satisfying public demand for quality streets, lights, utilities and parks. The construction and maintenance of a high-quality public infrastructure is a priority.		
	4.1 NEW	CAPITAL IMPROVEMENT PLAN: Develop a collaborative Capital Improvement Program (CIP) with the counties and adjacent communities for construction of the regional network	CIP

**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**


<b>Superior Infrastructure</b>		of roads, and ensure the Town's arterial roads are prioritized for connecting within the region, notably Gilbert, Mesa, Apache Junction, Florence, Maricopa and Pinal Counties, and State Lands.	
	4.2 NEW	PAVEMENT PRESERVATION PROGRAM: Ensure long-term financial stability while maintaining our roads to the highest standard feasible. Commit to implementing cost-effective, sustainable strategies that extend the lifespan of our pavements and reduce the need for frequent, extensive repairs.	Public Works
	4.3	CAPITAL IMPROVEMENT PLAN: Complete the construction of Frontier Family Park and phase two of Mansel Carter Oasis Park as indicated in the Parks and Recreation Master Plan and begin offering programs and services.	CIP/Community Services
	4.4	CAPITAL IMPROVEMENT PLAN: Ensure long-range financial plans are in place to adequately build, maintain, and replace needed infrastructure.	Finance
	4.5 NEW	CAPITAL IMPROVEMENT PLAN: By December 24, 2024, fully encumber the funding in the Fund Grant Agreement with Pinal County that was approved by Council on February 15, 2023. The \$35,088,200 in funding is from the American Rescue Plan Act for groundwater recharge and water projects.	CIP
	4.6 NEW	CAPITAL IMPROVEMENT PLAN: Substantially complete construction of the Public Safety Complex #1.	CIP
	4.7	TECHNOLOGY: Continue to work with technology providers to provide services Town wide (cell, internet, fiber, etc).	Information Technology
	4.8	TECHNOLOGY: Implement recommendations and strategies of the Information Technology Strategic Plan (ITSP).	Information Technology
	4.9 NEW	TECHNOLOGY: Create a safer, more accessible, and enjoyable transportation environment for our community by implementing traffic systems that reduce accidents, facilitating smooth and efficient mobility, and promoting a balance between vehicular, pedestrian, and cyclist needs.	Public Works
	4.10	FINANCIAL STABILITY: Improve the Town's bond rating to 'AAA' (the highest possible rating) in order to lower borrowing costs. Evaluate options for refinancing and/ or defeasance of existing debt.	Finance

**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**


 <p><b>Quality Lifestyle</b></p> <p><b>Strategic Priority #5: Quality Lifestyle</b> Queen Creek will leverage its strong image as a tight knit, family friendly community to encourage more residents to participate in public events, attract new businesses and further establish our reputation as one of the best destinations in Arizona. We will seek to enhance this unique lifestyle through our commitment to investing in necessary infrastructure, new recreational opportunities, cultural events and public art.</p>			
	5.1	IMAGE & IDENTITY: Implement the Town’s volunteer program by engaging members of the community to donate their time and talents to Town projects and activities.	Community Services
	5.2 NEW	IMAGE & IDENTITY: Implement a Youth Commission for the community.	Community Services
	5.3 NEW	IMAGE & IDENTITY: Complete Queen Creek Wash Trail from Crismon Road to Rittenhouse Road by the end of FY 2025/ 26.	Community Services



## Corporate Strategic Plan Update 2024-2025 Recommended Changes

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

**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**

		<del>transportation and water/wastewater projects, partner with the business community and take advantage of unique and innovative opportunities to enhance the lives of our current and future residents.</del>	
	1.11 (1.8)	TECHNOLOGY: <del>Enhance the intelligent transportation system's adaptability to real-time traffic demand by expanding its capabilities.</del> Integrate Advanced Traffic Management System (ATMS) principles to enhance traffic flow, reduce congestion, and improve safety across our transportation network.	Public Works
	1.12 (1.9)	TECHNOLOGY: <del>Integrate a unified asset and inventory management system across all public works divisions, with specific enhancements to the Cartegraph inventory management component for the facilities division and integration of the transportation management system with Cartegraph for the traffic division.</del> Provide contracted services for a Facility Condition Assessment Evaluation of facility assets based on a thorough inspection to provide for more accurate capital replacement forecasting, streamline the Town's preventative maintenance program, and generate a predictive maintenance program.	Public Works
	<del>1.13</del>	<del>TECHNOLOGY: Integrate a unified asset and inventory management system across all public works divisions, with specific enhancements to the Cartegraph inventory management component for the facilities division and integration of the transportation management system with Cartegraph for the traffic division.</del>	<del>Public Works</del>
 <b>Safe Community</b>	<b>Strategic Priority #2: Safe Community</b> Queen Creek has low crime rates and strives to meet adopted standards for police and fire services. Residents continue to rate their interactions with public safety personnel highly in community surveys. As our Town grows, ensuring the safety of the public continues to be among our highest priorities. This means hiring and training quality first responders and finding innovative ways to maintain and improve delivery of emergency services.		
	2.1	PUBLIC SAFETY QCFMD: Proactively work to provide fire services to areas of Queen Creek where response time gaps have been evaluated and identified as part of the 2020 Fire Master Plan and to expand the Town's fire district, where applicable, within the remaining municipal planning area.	Fire & Medical
	2.2	PUBLIC SAFETY QCFMD: <del>Continue to collaborate as needed on emergency transport services with private and public sector providers. Continue transition in the emergency transportation program in order to begin providing municipal ambulance services by July 2023.</del> Continue expansion efforts with the Emergency Transportation Services (ETS) program and providing patient transportation services (ambulance services) to Queen Creek.	Fire & Medical
	2.3	PUBLIC SAFETY QCFMD: Continue and update the Emergency Operations Plan (EOP) for response capabilities and community preparedness and Community Emergency Response Training (CERT) classes. The QCFMD has established a goal of certifying ten percent of Queen Creek's population by 2023 in CPR, including "hands-only" CPR.	Fire & Medical

## Corporate Strategic Plan Update 2024-2025 Recommended Changes

	Continue efforts in training and developing plans to better prepare Queen Creek when responding to and mitigating hostile events, such as active shooters.	
2.4	PUBLIC SAFETY QCFMD: Continue efforts for a support services building for fleet services, warehousing and skills training.	Fire & Medical
<del>2.5</del>	<del>PUBLIC SAFETY QCPD: Continue to evaluate and respond to data and conditions within the community necessary to maintain low victimization rates, improve traffic safety, and minimize the fear of crime.</del>	<del>Law Enforcement</del>
<del>2.6</del>	<del>PUBLIC SAFETY QCPD: Continue to support meaningful collaboration, engagement and partnerships within the community by focusing on maintaining trust, transparency, legitimacy, and a safe social environment.</del>	<del>Law Enforcement</del>
<del>2.7</del>	<del>PUBLIC SAFETY QCPD: Establish a master plan for the Police Department that complements the master plan, speaks to the gap analysis and supports other important public safety initiatives.</del>	<del>Law Enforcement</del>
<del>2.8</del>	<del>PUBLIC SAFETY QCPD—Continue to research, identify and implement relevant technologies, innovations and smart practices that support public safety, community engagement, and a high quality of life for our residents and businesses.</del>	<del>Law Enforcement</del>
(2.5) NEW	PUBLIC SAFETY QCPD: Establish a Real Time Information Center (RTIC) and utilize this technology to maintain low victimization rates, improve traffic safety, and minimize the fear of crime.	Law Enforcement
(2.6) NEW	PUBLIC SAFETY QCPD: Further community support, trust, transparency, and legitimacy by attaining Arizona Law Enforcement Accreditation (AZLEAP).	Law Enforcement




### Strategic Priority #3: Secure Future

Securing Queen Creek's future involves strengthening the Town's financial condition by implementing strong management strategies within the organization, and by increasing the number of employment opportunities available to residents. This priority also relates to securing our water supply for the benefit of future residents.

**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**

<b>Secure Future</b>	3.1	ENVIRONMENT: <del>Continue development of sustainable long-range plans for water, reclaimed water, and wastewater that supports the Comprehensive Utility Master Plan. The Town will continue to evaluate and possibly pursue water acquisition strategies such as acquiring new effluent, water credits available water rights consistent with Arizona water law and policy and other strategies as determined necessary to diversify the Town's water resources portfolio.</del> <b>Establish a diversified water resource portfolio, including non-groundwater sources</b>	Utilities
	3.2	ENVIRONMENT: <del>Ensure a continued safe and sustainable water supply that fully implements the Comprehensive Utility Master Plan.</del> <b>Provide uninterrupted utility services to all of the Town's water and wastewater customers.</b>	Utilities
	3.3 NEW	ENVIRONMENT: <del>Develop and implement a water conservation program, for residential, commercial and industrial customers.</del>	Utilities
	3.3 (3.4)	LAND USE & ECONOMIC DEVELOPMENT: Plan for an economically sustainable build-out.	Development Services
	3.4	<del>LAND USE &amp; ECONOMIC DEVELOPMENT: Collaborate and partner with Phoenix-Mesa Gateway Airport, Visit Mesa, Arizona Commerce Authority (ACA), Greater Phoenix Economic Council (GPEC), and East Valley Partnership (EVP) on economic development and tourism related initiatives to leverage the Town's tourism assets; partner with other groups as appropriate.</del>	<b>Economic Development</b>
	3.5	LAND USE & ECONOMIC DEVELOPMENT: <del>In</del> <b>Continue</b> partnership with the State Land Department, proactively plan for the development of State Trust Lands: Increase speed to market for employment uses and advanced manufacturing opportunities. <del>Designate a team to fast track and facilitate processes for strategic projects.</del>	Development Services/ <b>Economic Development</b>
	3.6	LAND USE & ECONOMIC DEVELOPMENT: Continue evaluating potential annexations of lands that support the Town's strategic priorities.	Development Services
	3.7	LAND USE & ECONOMIC DEVELOPMENT: Generate more economic synergy within the Town Center <b>and Downtown Core</b> ; enhance the sense of place, and attract additional investment through implementation of the Town Center Plan <b>and the Downtown Core Art and Placemaking Master Plan.</b> <del>attract new investment to Town-owned land.</del>	Economic Development
3.8	LAND USE & ECONOMIC DEVELOPMENT: Implement strategies outlined in the Economic Development Strategic Plan to attract private investment and foster job creation by focusing on product development; Town center development; business attraction/retention; entrepreneurship/innovation; and marketing/communication.	Economic Development	


**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**

	3.9	<del>LAND USE &amp; ECONOMIC DEVELOPMENT: Continue to evaluate and re-calibrate the requirements and standards in the zoning ordinance and design standards zoning ordinance, design standards, buildings codes and engineering standards for improvement and consistency with evolving industry standards and statutory changes. Regularly review processes and procedures in our application permitting area for improvement to continue to provide high quality service to citizens and the development community.</del>	Development Services
	3.10 (3.9)	LAND USE & ECONOMIC DEVELOPMENT: Continue to implement and evaluate the vision, character and goals of the Town's General Plan.	Development Services
	3.10 NEW	LAND USE & ECONOMIC DEVELOPMENT: Implement the strategies and objectives outlined in the Horseshoe Park & Equestrian Centre (HPEC) Five Year Strategic Plan designed to decrease the gap between HPEC's operating expenses and revenues, and add new revenue streams to support growth of the facility.	Economic Development
	3.11	<del>FINANCIAL STABILITY: Ensure customer rate structures are appropriately set to pay for adopted service levels.</del>	Finance
	3.12	<del>ENVIRONMENT: Evaluate and determine best practices for localized approach for energy resiliency initiatives to ensure the Town is adapting to market and customer directives in our operations. Initiatives evaluated may include solar, fleet electrification and resiliency options for municipal buildings.</del>	Public Works
 <b>Superior Infrastructure</b>	<b>Strategic Priority #4: Superior Infrastructure</b> With the growth of residential and nonresidential development comes the challenge of satisfying public demand for quality streets, lights, utilities and parks. The construction and maintenance of a high-quality public infrastructure is a priority.		
	4.1	<del>CAPITAL IMPROVEMENT PLAN: Annually develop a 5-year comprehensive CIP Plan. Develop a collaborative Capital Improvement Program (CIP) with the counties and adjacent communities for construction of the regional network of roads, and ensure the Town's arterial roads are prioritized for connecting within the region, notably Gilbert, Mesa, Apache Junction, Florence, Maricopa and Pinal Counties, and State Lands.</del>	CIP
	4.2	<del>CAPITAL IMPROVEMENT PLAN: Implement the Parks and Recreation Master Plan.</del>	Community Services
	4.3 (4.2)	<del>PAVEMENT PRESERVATION PROGRAM: Maintain a cost-effective Pavement Preservation Plan that incorporates state-of-the-art techniques to ensure optimal outcomes. Ensure long-term financial stability while maintaining our roads to the highest</del>	Public Works

**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**

	standard feasible. Commit to implementing cost-effective, sustainable strategies that extend the lifespan of our pavements and reduce the need for frequent, extensive repairs.	
4.4 (4.3)	CAPITAL IMPROVEMENT PLAN: Complete the construction of Frontier Family Park and phase two of Mansel Carter Oasis Park as indicated in the Parks and Recreation Master Plan and begin offering programs and services.	CIP/Community Services
4.5 (4.4)	CAPITAL IMPROVEMENT PLAN: Ensure long-range financial plans are in place to adequately build, maintain, and replace needed infrastructure.	Finance
4.5 NEW	CAPITAL IMPROVEMENT PLAN: By December 24, 2024, fully encumber the funding in the Fund Grant Agreement with Pinal County that was approved by Council on February 15, 2023. The \$35,088,200 in funding is from the American Rescue Plan Act for groundwater recharge and water projects.	CIP
<del>4.6</del>	<del>CAPITAL IMPROVEMENT PLAN: Develop an innovative infrastructure system that meets the needs of future generations.</del>	<del>Public Works</del>
4.6 NEW	CAPITAL IMPROVEMENT PLAN: Substantially complete construction of the Public Safety Complex #1.	CIP
<del>4.7</del>	<del>CAPITAL IMPROVEMENT PLAN: Implement the COMPREHENSIVE UTILITY MASTER PLAN, and begin delivery of the projects identified within the adopted FY 22/23 CIP.</del>	<del>Utilities/CIP</del>
4.8 (4.7)	TECHNOLOGY: Continue to work with technology providers to provide services Town wide (cell, internet, fiber, etc).	Information Technology
4.9 (4.8)	TECHNOLOGY: Implement recommendations and strategies of the Information Technology Strategic Plan (ITSP).	Information Technology
<del>4.10</del>	<del>TECHNOLOGY: Continue to research, identify and implement relevant technologies, innovations and SMART practices that advance a resilient and high quality of life for our residents and businesses.</del>	<del>Town Manager's Office</del>
4.11 (4.9)	TECHNOLOGY: Incorporate mobile enterprise technology, including artificial intelligence to enhance trash and recycling education and outreach and streamline solid waste inspections. Create a safer, more accessible, and enjoyable transportation environment for our community by implementing traffic systems that reduce accidents, facilitating smooth	Public Works

**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**

		and efficient mobility, and promoting a balance between vehicular, pedestrian, and cyclist needs.	
	4.12 (4.10)	FINANCIAL STABILITY: Improve the Town's bond rating to 'AAA' (the highest possible rating) in order to lower borrowing costs. Evaluate options for refinancing and/ or defeasance of existing debt.	Finance
	4.13	<del>INTERGOVERNMENTAL RELATIONS: Advocate for opportunities to advance the Town's freeway and arterial transportation needs through the inclusion of projects in the Maricopa and Pinal regional transportation plans and if approved by the voters, transportation funding shared by the respective jurisdictions.</del>	<del>Public Works/ Intergovernmental Relations</del>
	4.14	<del>PUBLIC WORKS: Revise the Roadway Preservation Plan over the next five years to extend the life of the Town's roads and diminish expenses related to the total road replacement.</del>	<del>Public Works</del>
	4.15	<del>PUBLIC WORKS: Implement the Bicycle/ Pedestrian Master Plan; the first phase will focus on connecting sidewalks and trails to promote a more accessible and active community</del>	<del>Public Works</del>
	4.16	<del>PUBLIC WORKS: Execute the recommendations outlined in the pavement marking reflectivity survey; establish annual budgets as necessary to facilitate the replacements.</del>	<del>Public Works</del>
	4.17	<del>PUBLIC WORKS: Complete a master plan for the Field Operations Facility allowing for the expansion of the facility over time to meet the growing needs of the community.</del>	<del>Public Works</del>
	4.18	<del>PUBLIC WORKS: Explore financing alternatives for microtransit solutions (i.e. paratransit and public/ private partnerships) based on the 2016 transit study and the transportation master plan.</del>	<del>Public Works</del>
 <b>Quality Lifestyle</b>	<b>Strategic Priority #5: Quality Lifestyle</b> Queen Creek will leverage its strong image as a tight knit, family friendly community to encourage more residents to participate in public events, attract new businesses and further establish our reputation as one of the best destinations in Arizona. We will seek to enhance this unique lifestyle through our commitment to investing in necessary infrastructure, new recreational opportunities, cultural events and public art.		
	5.1	<del>IMAGE &amp; IDENTITY: Continue development of the Town's brand awareness including existing and new partnerships.</del>	<del>Community Services</del>

**Corporate Strategic Plan Update 2024-2025  
Recommended Changes**

	5.2	<del>IMAGE &amp; IDENTITY: Evaluate current and future park amenities to ensure the community has access to a variety of up-to-date parks, trails and publicly accessible open spaces.</del>	Community Services
	5.3	<del>IMAGE &amp; IDENTITY: Continue to support the Downtown Core Arts &amp; Placemaking Sub-Advisory Committee, which is consistent with the Town Center Plan, the Economic Development Strategic Plan goals and Council goals. The Downtown Core Arts &amp; Placemaking Sub-Advisory Committee should consider developing a master plan / action plan with a phased approach to implementation with the Downtown Core identified as a key area to create an environment of creativity and placemaking (as part of a larger initiative to activate the Downtown Core).</del>	Community Services
	5.4	<del>ENVIRONMENT: Preserve and enhance the Town's natural resources (i.e. washes and San Tan Mountains).</del>	Community Services
	5.5 (5.1)	IMAGE & IDENTITY: Implement the Town's volunteer program by engaging members of the community to donate their time and talents to Town projects and activities.	Community Services
	5.2 NEW	IMAGE & IDENTITY: Implement a Youth Commission for the community.	Community Services
	5.3 NEW	IMAGE & IDENTITY: Complete Queen Creek Wash Trail from Crismon Road to Rittenhouse Road by the end of FY 2025/ 26.	Community Services





TOWN OF  
**QUEEN CREEK**  
ARIZONA

11.A

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, ERIK SWANSON, PLANNING ADMINISTRATOR, SARAH CLARK, SENIOR PLANNER/PROJECT MANAGER

**RE:** PUBLIC HEARING AND POSSIBLE ACTION ON CASE P23-0109 MADERA RETAIL CENTER STARBUCKS CONDITIONAL USE PERMIT, A REQUEST BY ALEX PITROFSKY OF SIMON CRE FOR CUP APPROVAL TO OPERATE A DRIVE-THRU COFFEE RESTAURANT OUTSIDE OF THE HOURS OF 6:00AM AND 10:00PM. THE SITE IS GENERALLY LOCATED APPROXIMATELY 370-FEET SOUTH OF THE SOUTHEAST CORNER OF QUEEN CREEK AND SIGNAL BUTTE ROADS.

**DATE:** May 15, 2024

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**Suggested Action:**

Move to approve P23-0109 Madera Retail Center Starbucks Conditional Use Permit, subject to the Conditions of Approval in this staff report.

**Planning Commission Recommendation:**

This case was heard at the April 10, 2024 Planning Commission Meeting where the case was recommended for approval on the public hearing consent agenda with 6-0 vote (Commissioner Nielson was absent for the vote). No members of the public spoke regarding the case.

**Summary:**

The proposed project consists of a request by Alex Pitrofsky of Simon CRE for Conditional Use Permit (CUP) approval to operate a Starbucks drive-thru coffee restaurant outside of the hours of 6:00am and 10:00pm. The Starbucks site is located approximately 370 feet from the southeast corner of Signal Butte and Queen Creek roads.

**History:**

- September 21, 2016: Town Council approved Ordinance 621-16 authorizing the rezone of 377 acres (Malone Place) from R1-43 (Rural Estate District) to a Planned Area Development PAD/R1-5 (Urban Development District), R1-7 (Urban Development Type A District) and C-2 (General Commercial). (Approximately 316 acres of Malone Place is now called Madera.)
- December 20, 2017 Town Council approved Ordinance 654-17 for an amendment to the Madera PAD, consolidating the two 13-acre C-2 (General commercial) zoned parcels into one 26.6-acre C-2 (General Commercial) zoned parcel located at the southeast corner of Signal Butte and Queen Creek roads.
- November 10, 2020: Town Council approved Ordinance 742-20 which amended the Madera PAD to reduce the size of the General Commercial (C-2) parcel located at the southeast corner of Signal Butte and Queen Creek roads from 26.6 acres to 9.13 acres

**Project Information:**

- Project Name: Madera Center Starbucks CUP

- Site Location: Approximately 370 feet south of the southeast corner of Signal Butte and Queen Creek roads
- Current Zoning: C-2/PAD
- General Plan Designation: Neighborhood
- Surrounding Zoning Designations:
  - North: C-2/PAD
  - South: MDR (Avanterra)
  - East: MDR (Avanterra)
  - West: Signal Butte Road and C-2/PAD (Marketplace at Hudson Station)
- Acreage: 1.45 acres
- Building Area: 2,454 sf
- Parking:
  - Required: 15 spaces
  - Provided: 26 spaces

**Discussion:**

The proposed project consists of a request by Alex Pitrofsky of Simon CRE for CUP approval to operate a Starbucks drive-thru coffee restaurant outside of the hours of 6:00am and 10:00pm. The Starbucks site is located approximately 370 feet from the southeast corner of Signal Butte and Queen Creek roads. The Starbucks site consists of 1.45 acres and is part of a larger 9.13-acre commercial site.

A CUP is required for all restaurants with drive-thrus that operate at any time between the hours of 10:00pm and 6:00am when located within 300-feet from residentially zoned property (measured from drive-thru lane and/or restaurant building, whichever is closer, to the property boundary of the residentially zoned property that is currently used for residential uses) when not separated by an arterial street, railroad, or when part of a larger commercial shopping center and not separated by a commercial building from the residentially zoned property that exceeds 10,000 square feet. The Starbucks drive-thru lane is located approximately 25 feet from the adjacent Avanterra for rent multi-family residential property line to the east and is proposing to be open at 4:00am, requiring approval of a CUP. The proposed Starbucks businesses will close no by 9:0pm or earlier.

The applicant has implemented site design elements to limit potential noise impacts to the adjacent future residents. The ordering menu board is located approximately 78.5 feet from the nearest residential building to the east. The area between the ordering menu board, drive-thru lane, and adjacent residential units includes a 6-foot solid wall, a 3-foot solid cmu wall adjacent to the drive-aisle to further screen vehicle noise, and a row of fan tex west ash trees. The pick up window is located on the west side of the building, adjacent to Signal Butte Road, and is blocked by the building, reducing any noise impact to the adjacent residents. The menu ordering board was located to be at the north end of site, facing north, to point away from the adjacent residential development and the order board speaker is equipped with sound controls, allowing for staff to adjust sound output if necessary. Additionally, the speaker box is located 257 feet away from Signal Butte Road, reducing the need to speak over roadway noise when ordering.

The applicant has submitted a Master Site Plan (Case P23-0108) for the center that is currently in review by staff and has not yet been approved. There are no outstanding comments to the Site Plan on the Starbucks pad, however, any substantial changes to the Conceptual Site Plan included in this case that would revise the drive-thru location, menu board location, or other potential changes that might increase impacts to the adjacent residential property may require approval of a new CUP. The proposed Site Plan for the Starbucks pad is attached to this staff report.

**Public Participation:**

A Neighborhood Meeting was held on October 30, 2023 with no members of the public in attendance.

Following the Planning Commission Meeting, staff received an email from a resident, who lives approximately 1,250 feet east of the project site in the Madera community. The resident expressed questions regarding the noise level and concerns regarding the drive-thru development. Staff contacted the resident and was able to address their questions and concerns. The email is attached to this staff report for reference.

**Analysis:**

**Conditional Use Permit:** A CUP is required for all restaurants with drive-thrus that operate at any time between the hours of 10:00pm and 6:00am when located within 300-feet from residentially zoned property. Pursuant to Section 3.5, Conditional Use Permit, of the Zoning Ordinance all Conditional Use Permit applications require specific approval criteria to be met. The approval criteria, with the Applicant's response, are outlined below:

1. The proposed conditional use shall be in compliance with all regulations of the applicable zoning district, the provisions of Article 4 and Article 5 of this Ordinance, and any applicable performance standards as set forth in Article 6 of this ordinance.

*Response: Proposed use has been designed to comply with regulations outlined in C-2 zoning, Article 4 for commercial districts, Article 5 for site improvements, and Article 6 for In-vehicle service facilities. Refer to revised Site Plan.*

2. The proposed conditional use shall conform to the character of the neighborhood, within the same zoning district, in which it is located. In making such a determination, consideration shall be given to the location, type, and height of the buildings or structures and the type and extent of landscaping and screening on the site.

*Response: Proposed use conforms to the character of the proposed Madera Retail Center within the same zoning district, C-2. Separate plans/documents for the overall Madera Retail Center will be provided with the Master Site Plan review. The location of the proposed Starbucks is at the SW corner of the Madera Retail Center, adjacent to the multi-family development to the south. The proposed height of the building, at 22'-0" top of parapet, is in compliance with zoning ordinance for C-2 districts. There is a 6' high screen wall along the south and east property lines, adjacent to the residential development (MDR). Extensive landscaping is provided along the southern and eastern property lines as well, with an additional 3' high wall along the drive-thru lane for vehicle screening.*

3. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.

*Response: See revised Civil Plans. Adequate utilities, access roads, drainage, fire protection, etc. will be provided per code & Queen Creek requirements. Civil grading & drainage, Utility plans, and Building Construction Documents will be provided at time of Permit Review. Proposed Starbucks building will be sprinklered throughout, and fire sprinkler design drawings will be submitted under separate permit review.*

4. Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads.

*Response: See revised Civil and Site Plan showing adequate measures have been taken with drive-thru queuing/stacking, and drive aisles within the site, to minimize traffic hazards & congestion. The shared driveway coming off Signal Butte Rd. will have a new driveway entrance to the Starbucks site. The drive-thru lane length has been extended, allowing for more stacking to occur within the drive-thru lane, keeping cars from stacking up in front of the drive-thru entrance. This will allow for better overall site circulation within Madera Retail Center.*

5. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

*Response: Proposed use is not noxious or offensive in nature. Any noise made by drive-thru equipment is located so that sound is directed away from adjacent multi-family development (MDR). Additional screening in the form of landscaping and screen walls have been provided on the eastern portion of the site to further reduce audible levels. Food/Drink equipment is strictly contained within the building, with proper ventilation to the exterior.*

6. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair the property values within the neighborhood.

*Response: The proposed use is allowed within the current zoning, under conditional use permit, and by nature is not injurious to the surrounding properties. The proposed use provides a convenient service to the surrounding area, and a commodity that is valuable to the community.*

7. The establishment of the proposed use shall not - impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

*Response: Proposed use will not prohibit the development or improvement of surrounding properties within Madera Retail Center, within the same C-2 zoning district.*

**Drive-Thru Review:** The Zoning Ordinance requires 160-feet of vehicle stacking distance for drive thru restaurants (80 feet of stacking distance between pick-up windows and order-placing speakers and 80 feet of stacking distance between order-placing speakers and the entry to the drive-through lane). The proposed site meets this minimum requirement. As part of the review for the drive-thru user, a study for each user was provided by the Applicant which evaluates the following:

- Nature of product or service being provided;
- Method by which the order is being processed;
- Time required to serve a typical customer;
- Arrival rate of customers;
- Peak demand hour;
- Anticipated vehicular stacking required; and,
- Location of the storage of loading area with respect to parking spaces of circulation aisles.

Staff has evaluated the provided traffic information and determined that the Starbucks site is adequately designed to accommodate the proposed use.

**General Plan:** The General Plan Land Use Category for the property is Neighborhood. The proposed drive-thru coffee restaurant use and request for a CUP for the hours of operation is consistent with the underlying General Plan Land Use Category.

**Zoning Review:** The subject site is zoned C-2/PAD and the proposed drive-thru coffee restaurant use and request for a CUP for the hours of operation is consistent with the underlying zoning designation.

**Conditions of Approval:**

1. This project shall be developed in accordance with the plans attached to this case and all the provisions of the Zoning Ordinance and Town Code applicable to this case.
2. Approval of the Conditional Use Permit is conditional upon the approval of the Master Site Plan (Case P23-0108). Any substantial changes to the conceptual site plan included in this case that would revise the drive-thru location, menu board location, or other potential changes that

might increase impacts to the adjacent residential property may require approval of a new conditional use permit as determined by the Planning Administrator.

3. The hours of operation for the drive-thru Starbucks use is restricted to no earlier than 4:00am to no later than 10:00pm. If the hours of operation change, a new Conditional Use Permit will be required.
4. The business comply with the Town Noise Ordinance, Article 9-6 of the Town Code.

**Attachment(s):**

1. [Aerial.pdf](#)
2. [General Plan.pdf](#)
3. [Zoning Exhibit.pdf](#)
4. [Narrative.pdf](#)
5. [Site Plan.pdf](#)
6. [Landscape Plan.pdf](#)
7. [Elevations - For Reference.pdf](#)
8. [Public Comment - Starbucks CUP.pdf](#)

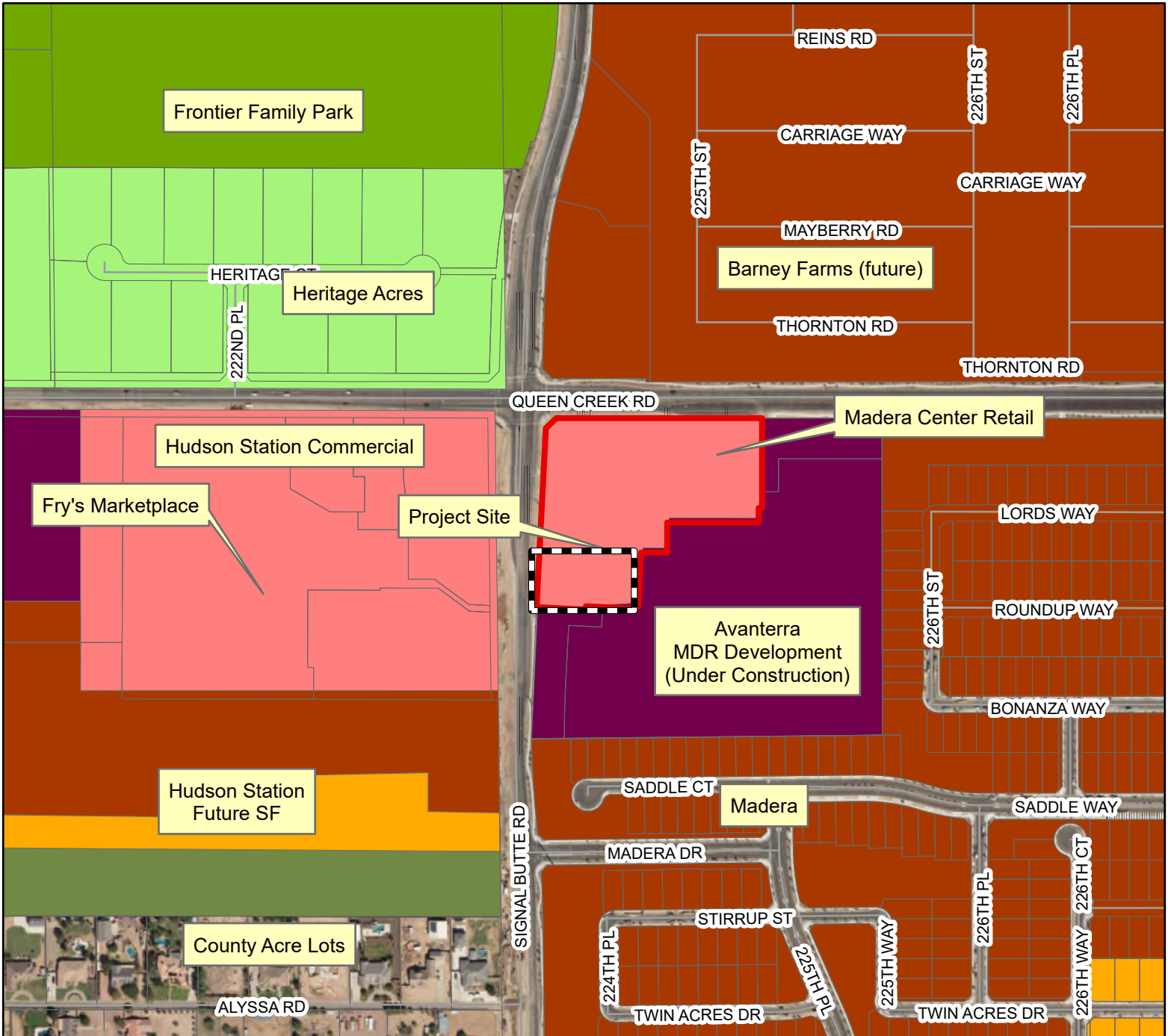
**Project Name: Madera Center Starbucks Conditional Use Permit Aerial**  
**Case Number: P23-0109**  
**Hearing Date: April 10, 2024 (Planning Commission) May 15, 2024 (Town Council)**





### General Plan Land Use

- |  |  |  |
|--|--|--|
| <span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span> Rural        | <span style="display:inline-block; width:15px; height:15px; background-color:red; border:1px solid black;"></span> Commercial    | <span style="display:inline-block; width:15px; height:15px; background-color:lightgreen; border:1px solid black;"></span> Special District 1 |
| <span style="display:inline-block; width:15px; height:15px; background-color:orange; border:1px solid black;"></span> Neighborhood | <span style="display:inline-block; width:15px; height:15px; background-color:purple; border:1px solid black;"></span> Industrial | <span style="display:inline-block; width:15px; height:15px; background-color:teal; border:1px solid black;"></span> Special District 2       |
| <span style="display:inline-block; width:15px; height:15px; background-color:magenta; border:1px solid black;"></span> Urban       | <span style="display:inline-block; width:15px; height:15px; background-color:green; border:1px solid black;"></span> Open Space  | <span style="display:inline-block; width:15px; height:15px; background-color:cyan; border:1px solid black;"></span> Special District 3       |
|  |  | <span style="display:inline-block; width:15px; height:15px; background-color:blue; border:1px solid black;"></span> Special District 4       |



### Zoning Districts

C-1 - Commercial	PQP - Public/Quasi Public	R1-15 - Residential	R1-4 - Residential
C-2 - Commercial	PRC - Parks	R1-12 - Residential	HDR - High Density Residential
C-3 - Commercial	R1-190 - Residential	R1-9 - Residential	MDR - Medium Density Residential
DC - Downtown Core	R1-54 - Residential	R1-8 - Residential	MU - Mixed Use
RC - Residential Commercial	R1-43 - Residential	R1-7 - Residential	AT - Agritainment
EMP A - Office/Industrial Park	R1-35 - Residential	R1-6 - Residential	PCD - Planned Community
EMP B - General Industrial	R1-18 - Residential	R1-5 - Residential	SP - Specific Plan





Stewart + Reindersma Architecture, PLLC.

November 13, 2023

Re: Project Narrative – Revised (P23-0109)  
Submittal: Conditional Use Permit Review Application for a Starbucks D.T.

Applicant: SRA360 (Stewart + Reindersma Architecture)  
Owner: Simon Cre

Project Name: Starbucks Drive-Thru Restaurant at Madera Retail Center  
Project APN: 304-87-983

Located at the SEC of Signal Butte Road and East Queen Creek Road in Queen Creek, on Pad 4 of the proposed **Madera Retail Center**, is a new proposed Starbucks Drive-Thru Restaurant. A Conditional Use Permit is being requested for the proposed drive-thru restaurant.

The assessor's parcel number is 304-87-983, with current zoning of C-2, and the adjacent zoning to the South and East is MDR, which is currently under construction for private residential townhomes. It is our understanding the MDR development is constructing a 6-foot high, CMU property screen wall between the proposed Starbucks Drive-Thru Pad and the MDR development.

**Building & Site Design:**

The proposed Starbucks Drive-Thru building, on Pad 4, is to be constructed by the Landlord as a shell building, and ready for Starbucks tenant improvement. Along w/ the current 6-foot high screen wall provided by the adjacent MDR development, an additional 3-foot high cmu screen wall will be constructed along the east side of the proposed drive-thru lane, to help mitigate drive-thru audible and auto lighting levels. Lush landscaping will also be provided between the MDR property screen wall and Drive-Thru screen wall. The drive-thru configuration was adjusted, based on conversations with planning staff, in which the speaker at the order point now face to the north, away from the adjacent residential development. With these mitigation efforts, audible levels are expected to be below the maximum allowed by Queen Creek for properties adjacent to residential zoning.

Sincerely,

Preston Johnson  
Project Manager – SRA360

**GENERAL NOTES:**

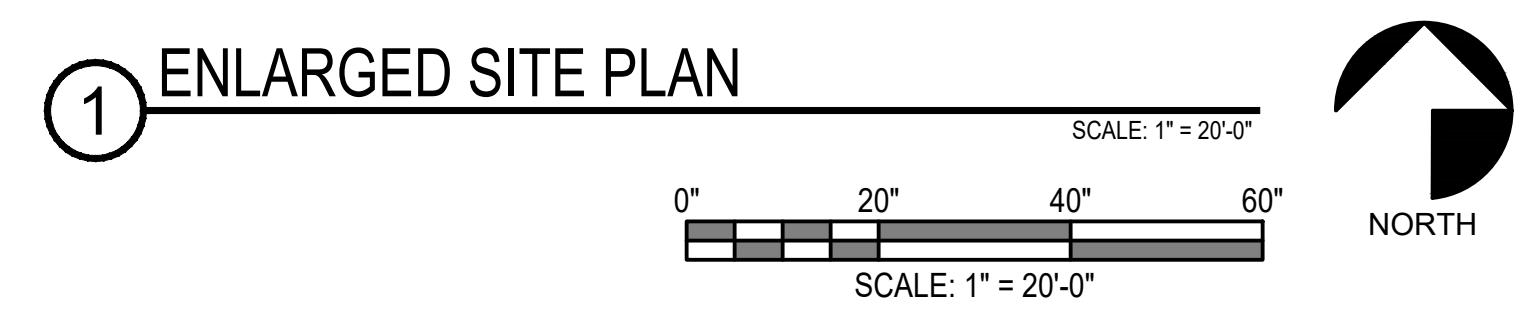
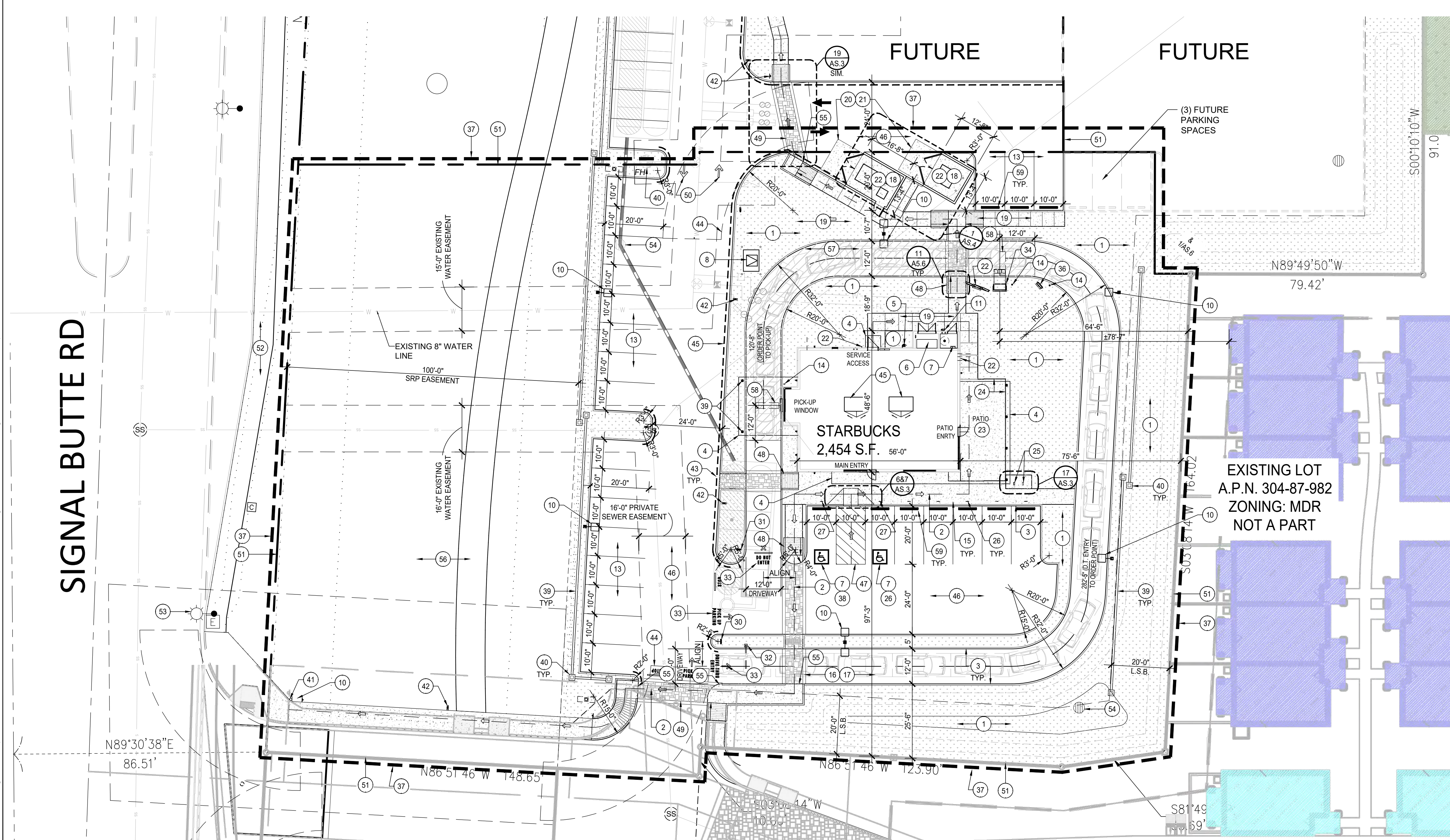
- A. BUILDING FOOTPRINT APPROXIMATELY 2,450 S.F., ON 1.86 ACRES, TYPICAL.
- B. PREFERRED SITE LOCATION ON MAIN PATH OF TRAFFIC WITH EASY INGRESS AND EGRESS. MORNING COMMUTE SIDE PREFERRED.
- C. BUILDING SHOULD BE LOCATED ON SITE TO MAXIMIZE BUILDING PROMINENCE, MAXIMIZE CAR STACK AND QUEUE LENGTH, AND ALLOW EASY ENTRY / EXIT FROM SITE.
- D. BUILDING TO HAVE CLEAR LINE OF SIGHT FROM VEHICULAR AND PEDESTRIAN TRAFFIC. IT SHOULD BE LOCATED WITHIN 5 MILES OF A FREEWAY, WITH POSTED SPEED LIMIT OF MAIN STREET BELOW 55MPH.
- E. SITE INCLUDES ADEQUATE PARKING TO MEET CUSTOMER AND EMPLOYEE NEEDS. INCLUDE 20 STALL MINIMUM DEDICATED PARKING (SUBJECT TO JURISDICTIONAL REQUIREMENTS).
- F. ALL UTILITIES ENTRIES TO B LOCATED AT THE REAR OF BUILDING (AS SHOWN), PROVIDE PROTECTIVE BOLLARDS ON BOTH SIDES OF UTILITY SERVICES ADJACENT TO VEHICULAR TRAFFIC, INCLUDING FIRE STAND PIPE, GAS, ELECTRICAL METERS, SITE TRANSFORMERS, AND TELECOMMUNICATIONS.

**KEYED NOTES CONTINUED:**

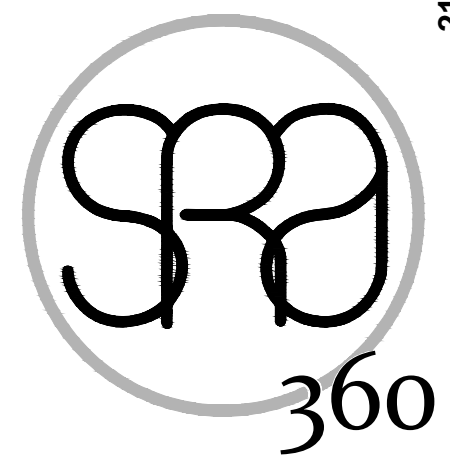
- 57 INTEGRAL CONCRETE IN DT LANE FROM 12'-0" IN FRONT OF ORDER POINT TO 12'-0" AFTER DT WINDOW.
- 58 VEHICLE DETECTOR LOOP: CENTER (1) DETECTOR LOOP EDGE AT EACH DOS/CANOPY AND PICK-UP WINDOW. ROUTE (1) CONDUIT TO DT POS AND TERMINATE TIMER SIGNAL PROCESSOR (TSP).
- 59 WHEEL STOPS.

**KEYED NOTES:**

- 1 LANDSCAPE AREA.
- 2 ACCESSIBLE PATH OF TRAVEL.
- 3 6" CONCRETE CURB, TYPICAL.
- 4 OUTLINE OF CANOPY ABOVE.
- 5 GAS METER LOCATION.
- 6 ELECTRICAL ROOM - LOCATION OF SES AND ELECTRICAL PANELS.
- 7 ROOF ACCESS LADDER.
- 8 LOCATION FOR SITE TRANSFORMER.
- 9 LOCATION FOR IRRIGATION CONTROL VAULT.
- 10 SITE LIGHT POLE.
- 11 BUILDING-MOUNTED FIRE DEPT. CONNECTION.
- 12 WHEEL STOPS.
- 13 OVERFLOW PARKING.
- 14 BOLLARDS - NON-ILLUMINATED: PROVIDE NON-ILLUMINATED, PROTECTIVE BOLLARDS IN FRONT OF THE PRE-MENU BOARD, ORDER POINT, AND PICK-UP WINDOW BUMP OUT.
- 15 BOLLARDS - ILLUMINATED: THESE BOLLARDS ARE TO BE USED FOR SAFETY AND WAYFINDING AWAY FROM THE BUILDING.
- 16 DRIVE THRU LANE: ENSURE EASY INGRESS AND EGRESS FROM MAIN CUSTOMER TRAFFIC. DO NOT BLOCK PARKING. MINIMUM (1) CAR LENGTH PRIOR TO ENTERING TRAFFIC AFTER PAY/PICK-UP WINDOW. AVOID LOCATING UNSIGHTLY ITEMS, SUCH AS GREASE TRAPS OR TRASH ENCLOSURES, IN OR NEAR THE DRIVE THRU LANE.
- 17 QUEUE LENGTH: RECOMMEND (11) CAR QUEUE FOR DRIVE THRU LANE (SUBJECT TO JURISDICTIONAL REQUIREMENTS).
  - A. CAR STACK: PREFERRED (7) CARS FROM ORDER POINT TO PICK-UP WINDOW. ALLOWS PARTNERS TIME NEEDED TO PREPARE CUSTOMER ORDER AND MAINTAIN SPEED OF SERVICE.
  - B. ORDER TAIL: PREFERRED (4) CARS, MIN. (3) CARS, FROM LEASE LINE TO ORDER POINT. ALLOWS POTENTIAL VIEWING OF PRE-MENU BOARD AND MINIMIZES TRAFFIC BACK-UP INTO STREET, DRIVEWAY, OR PARKING AREA.
- 18 TRASH ENCLOSURE LOCATION: TRASH AND RECYCLING AREA TO BE LOCATED NO MORE THAN 500 FEET FROM THE SERVICE DOOR. ENCLOSURE SHALL NOT BE UNDER OBSTRUCTIONS WHICH LIMIT ACCESS.
- 19 PATHWAY: PATHWAY FROM THE PREMISES TO THE ENCLOSURE SHALL BE WELL LIT. ACCESS PATHWAY FROM SERVICE DOOR TO TRASH ENCLOSURE SHALL BE RAMPED (MAX. 1:20) TO ALLOW ROLLING ACCESS.
- 20 HAULER ACCESS: TRASH ENCLOSURE POSITIONED SO THAT HAULER CAN ACCESS CONTAINERS BY EITHER FRONT LOAD OR REAR LOAD REMOVAL. TYPICAL LEAVE 40-45 FEET UNOBSTRUCTED ARE FOR 90-DEGREE TURN. CHECK REQUIREMENTS WITH LOCAL TRASH REMOVAL SERVICES.
- 21 SITE PAVING: PROVIDE 6" THICK SEALED CONCRETE PAVING AT TRASH ENCLOSURE. TO EXTEND 12'-0" FROM FRONT EDGE OF ENCLOSURE TOWARDS HAULER ACCESS POINT.
- 22 HOSE BIB: INCLUDE DRAIN AND HOSE BIB IF ENCLOSURE LOCATED MORE THAN 50 FEET FROM REAR SERVICE DOOR.
- 23 PATIO AND SEATING: PROVIDE OUTDOOR SEATING AREA, WITH EASY ACCESS FROM / TO CAFE SPACE. PROVIDE EXTERIOR RATED SEATING, TABLE, AND ACCESSORIES AS SPECIFIED IN THE STARBUCKS DESIGN CATALOG. PROVIDE ACCESSIBLE SEATING (MIN. 5%) OR PER LOCAL REQUIREMENTS.
- 24 RAILING AND SCREENING: PROVIDE RAILING, VEGETATED BUFFER, AND/OR SCREENING ELEMENT BETWEEN PATIO AND DRIVE THRU LANE. INCLUDE ADDITIONAL SCREENING AS NEEDED TO REDUCE NOISE AND LIGHT TRANSFER TO ADJACENT SITES.
- 25 BIKE RACKS: INSTALL BIKE RACK(S) NEAR MAIN ENTRANCE TO ACCOMMODATE ALTERNATIVE TRANSIT TO THE SITE. LOCATE BIKE RACK AS TO LIMIT PEDESTRIAN DISRUPTION AND MAINTAIN ACCESSIBLE PROVISIONS OF THE SITE.
- 26 MOP PARKING SIGN: PROVIDE (1) MOP ONLY PARKING SIGN, AS REQUIRED BY OPS.
- 27 ACCESSIBLE PARKING SIGNAGE: PROVIDE SIGNAGE AS REQUIRED BY JURISDICTION.
- 28 DRIVE THRU DIRECTIONAL SIGNAGE SHOULD BE CLEARLY VISIBLE TO PROVIDE AN EXPERIENCE THAT IS SAFE, CONVENIENT, EFFICIENT, AND EASY TO NAVIGATE. ENSURE LANDSCAPING DOES NOT HINDER SIGNAGE VISIBILITY.
- 29 MONUMENT AND PYLON SIGNS: USAGE AND PLACEMENT OF THESE SIGNS ARE TYPICALLY BASED ON SPECIFIC SITE CONDITIONS AND LANDLORD REQUIREMENTS. PLACEMENT SHOULD MAXIMIZE VISIBILITY AT MAJOR THOROUGHFARES. CONSIDER DIRECTION OF TRAFFIC, SITE LINES, OBSTRUCTIONS, AND ELEVATION OF SURROUNDING CONSTRUCTION.
- 30 DT DIRECTIONAL ARROW SIGN: LOCATE AT POINTS WITHIN THE SITE TO PROVIDE DIRECTIONAL WAYFINDING TOWARDS DT LANE. LOCATE SIGNAGE TO MAXIMIZE VISIBILITY FROM PARKING LOT ENTRY AND MAIN CIRCULATION PATHS.
- 31 DT DIRECTIONAL EXIT/THANK YOU SIGN: LOCATE AT EXIT OF DT LANE, ON PASSENGER SIDE, WITH "EXIT ONLY" SIDE FACING PARKING LOT.
- 32 CLEARANCE BAR: LOCATE AT ENTRANCE TO DT LANE. SET CLEARANCE HEIGHT BASED ON MINIMUM OBSTRUCTION HEIGHT ALONG PATH OF VEHICLE TRAVEL. INCLUDE BUILDING AWNINGS AND/OR ORDER POINT CANOPY.
- 33 WAYFINDING PAVEMENT GRAPHICS: HIGHLY VISIBILITY DIRECTIONAL GRAPHICS, HEAT-APPLIED OR PAINTED ON PAVEMENT.
  - A. DOUBLE ARROWS: SPACE EVENLY WITHIN VEHICULAR CIRCULATION. DO NOT BLOCK PEDESTRIAN PATHS.
  - B. ENTRY/EXIT ARROWS: CENTER WITHIN TYPICAL DT LANE. ALIGN EDGE OF GRAPHIC WITH CURB AND ENTRY/EXIT.
- 34 DIGITAL ORDER SCREEN WITH CANOPY: LOCATE ORDER POINT CENTERED ON THE 7TH CAR IN THE QUEUE. SITUATE ORDER POINT SO THAT THE MICROPHONE AND SPEAKER FACE AWAY FROM TRAFFIC, AND CARS CAN PULL UP CLOSE, AVOIDING TIGHT TURNS.
  - A. ALTERNATE: SPEAKER POST IS AVAILABLE IF NEEDED DUE TO SPACE CONSTRAINTS, LANDLORD REQUIREMENTS, SITE RESTRICTIONS, OR BUDGET.
- 35 MENU BOARD: THE 5-PANEL MENU BOARD IS PREFERRED STANDARD. LOCATE ADJACENT TO THE DOS. DO NOT LOCATE ON TURNING RADIUS. DO NOT OBSTRUCT VIEW OF MENU BOARD WITH DOS/CANOPY. CONSIDER SCREENING BEHIND MENU BOARD IF ADJACENT TO EXTERIOR SEATING, OR PEDESTRIAN WAY.
  - A. ALTERNATE: 3-PANEL BOARD IS AVAILABLE IF SITE RESTRICTIONS LIMIT USE OF 5-PANEL.
- 36 DT PRE-MENU: THE PREVIEW BOARD IS AVAILABLE IN WALL-MOUNTED AND FREE-STANDING OPTIONS. LOCATE 12 CAR LENGTHS BEFORE ORDER POINT TO MAXIMIZE INFLUENCE ON CUSTOMER PURCHASING BEHAVIOR.
  - A. ALTERNATE: IF NO SPACE IS AVAILABLE IN THE DT LANE, THIS ITEM CAN BE REMOVED.
- 37 LIMITS OF CONSTRUCTION.
- 38 VAN ACCESSIBLE PARKING SPACE.
- 39 36" MAX. HIGH SCREEN WALL. REF.: 18/AS.6.
- 40 4" HIGH MASONRY COLUMN. REF.: 15/AS.6.
- 41 STOP SIGN. REF.: 12/AS.6.
- 42 FIRE LANE SIGN. REF.: 13/AS.3.
- 43 RED PAINTED FIRE LANE CURB.
- 44 FIRE TRUCK TURNING RADIUS.
- 45 ROOF TOP UNITS FULLY SCREENED BY PARAPET.
- 46 NEW ASPHALT PAVING.
- 47 ACCESSIBLE AISLE.
- 48 ACCESSIBLE RAMP - 1:12 SLOPE.
- 49 STAMPED ASPHALT CROSSWALK WITH CONCRETE ACCENT BAND. REF.: 19/AS.3.
- 50 PAINTED TRAFFIC ARROW. WHITE BEADED REFLECTIVE PAINT. PAINT (2) COATS MIN. LET DRY BETWEEN COATS.
- 51 PROPERTY LINE.
- 52 EXISTING SIDEWALK.
- 53 EXISTING STREET LIGHT.
- 54 CATCH BASIN.
- 55 FLUSH CONCRETE WITH ASPHALT WHERE OCCURS.
- 56 COORDINATE LANDSCAPE AND MULTI-USE TRAIL WITH MASTER SITE WORK PLANS.

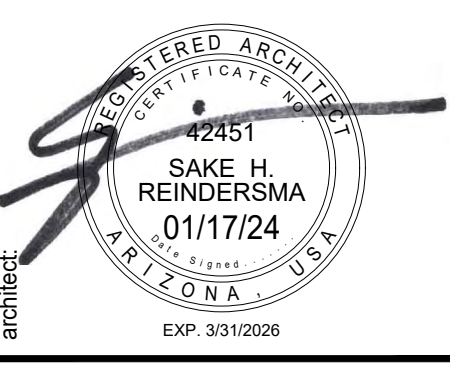


S:\2023\23025 - Simon CRE - Madera Retail Center\08 Design Development\01 Arch\Starbucks\004 - 23-025.2 SB - AS2 Enlarged Site Plan v16.dwg Jan 26, 2024 4:52pm P Johnson



STEWART + REINDERSMA  
ARCHITECTURE, PLLC

8145 E. Indian Bend Rd.  
Scottsdale, Arizona 85250  
480.515.5123  
www.sra360.com



project: MADERA RETAIL CENTER  
STARBUCKS - SHELL BUILDING  
SEC OF SIGNAL BUTTE RD. & QUEEN CREEK RD.  
QUEEN CREEK, ARIZONA 85142

date: 01/17/24

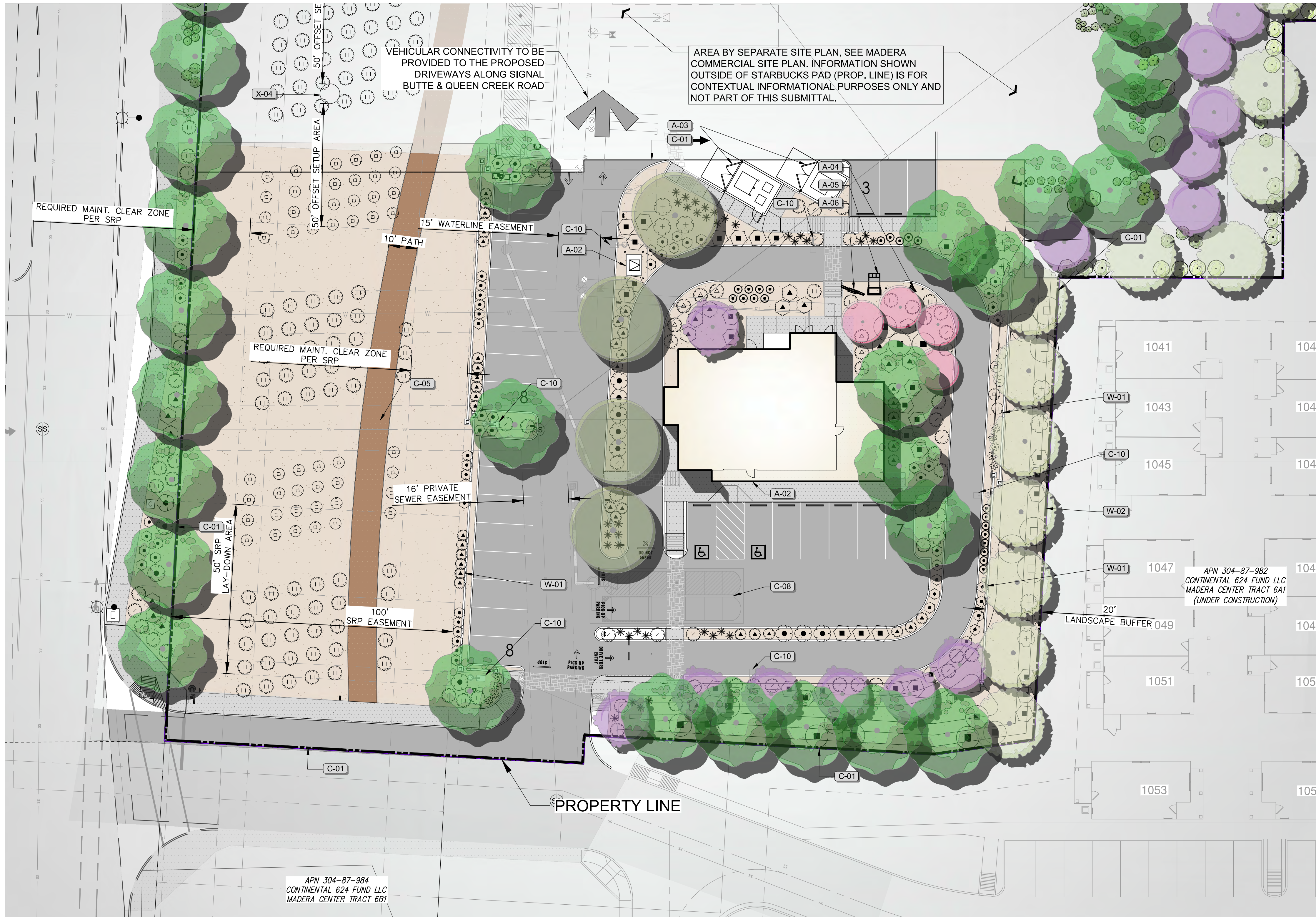
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job no.: 23-025.2

sheet title: ENLARGED SITE PLAN

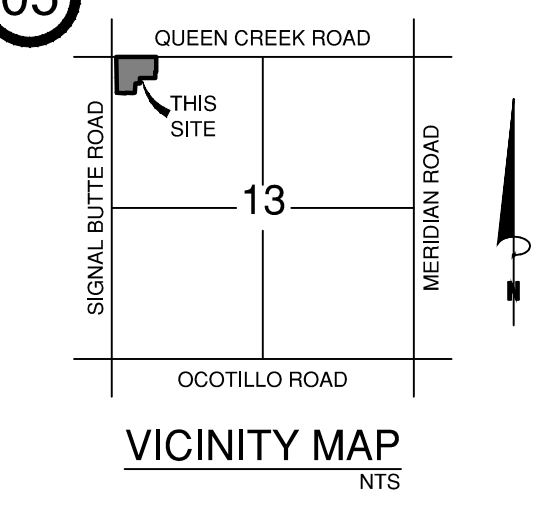
sheet no.: AS.2



## 04 KEY NOTES

- ARCHITECTURE**  
SYMBOL DESCRIPTION
- A-02 BUILDING OVER HANG (SEE ARCH.)
  - A-03 TRASH DUMPSTER (SEE ARCH.)
- CIVIL**  
SYMBOL DESCRIPTION
- C-01 PROPERTY LINE (STARBUCKS)
  - C-02 PROPOSED CURB (SEE CIVIL)
  - C-03 PROPOSED CONC. SIDEWALK (SEE CIVIL)
  - C-04 RAMP (SEE CIVIL)
  - C-05 10' WIDE DG PATH (SEE CIVIL)
  - C-06 WATER METER (SEE CIVIL)
  - C-07 BACKFLOW PREVENTER RPBFP (SEE CIVIL)
  - C-08 UNDERGROUND RETENTION (SEE CIVIL)
  - C-09 TRANSFORMER X' CLEARANCE (SEE CIVIL)
  - C-10 LIGHT POLE TYP. (SEE CIVIL)
  - C-11 UNDERGROUND UTIL. (SEE CIVIL)
  - C-12 FIRE HYDRANT, 3' CLEARANCE (SEE CIVIL)
- SITE AMENITIES**  
SYMBOL DESCRIPTION
- S-01 BENCH (SEE ARCH.)
  - S-02 DRINKING FOUNTAIN
  - S-03 WASTE RECEPTACLE (SEE ARCH.)
- WALLS, BARRIERS, & SIGNAGE**  
SYMBOL DESCRIPTION
- W-01 PARKING SCREEN WALL (SEE ARCH.)
  - W-02 PERIMETER SCREEN WALL (SEE ARCH.)
  - W-03 ENTRY MONUMENT (SEE ARCH.)
- EXISTING**  
SYMBOL DESCRIPTION
- X-01 EXISTING RIP RAP (TO REMAIN - SEE CIVIL)
  - X-02 EXISTING CURB (TO REMAIN - SEE CIVIL)
  - X-03 EXISTING CULVERT (TO REMAIN - SEE CIVIL)
  - X-04 EXISTING TRANSMISSION LINE POWER POLE (TO REMAIN)

## 05 VICINITY MAP



## PLANT SCHEDULE

SEE SHEET L3.0 (NEXT SHEET)

## 01 LANDSCAPE OVERALL COLOR PLAN

## 02 LANDSCAPE MATRIX

STREET RIGHT OF WAY LANDSCAPING (SBUX)								
AREA	LOCATION	USE TO USE/STREET	LENGTH (ft)	WIDTH REQ. (ft)	WIDTH PROP. (ft)	PLANTS REQ.	TOTAL	PLANTS PROVIDED
SIGNAL BUTTE RD.	West Prop. Line	Arterial Street	177	30	30	1 per 30 ft TREES 6 per 30 ft SHRUBS	6 36	6 TREES 39 SHRUBS

ON SITE LANDSCAPING (SBUX)							
AREA (sf)	REQ. TREES	REQ. SHRUBS	TOTAL TREES	TOTAL SHRUBS	TREES PROVIDED	SHRUBS PROVIDED	
12908	1 per 1000 sq	10 per 1000 sq	13	130	34	213	

PARKING LOT LANDSCAPING (SBUX)			
PARKING LOT ISLAND	REQ. TREES	TOTAL TREES	TREES PROVIDED
6	1 per 1 parking island	6	6

## 03 CONSULTANT INFO

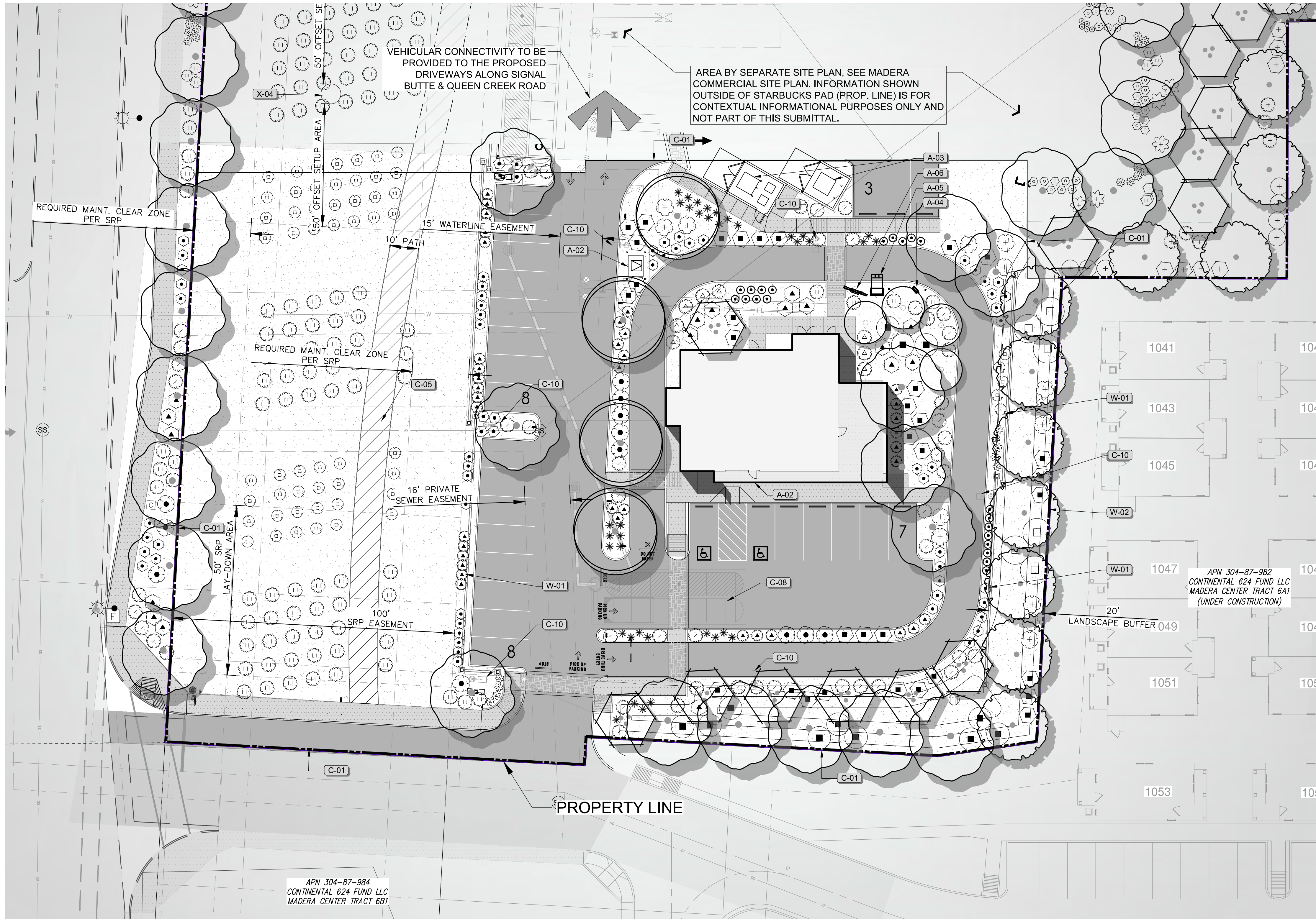
**OWNER**  
QC320 COMMERCIAL LAND I, LP  
C/O COMMUNITIES SOUTHWEST  
7001 N. SCOTTSDALE RD., SUITE 1015  
SCOTTSDALE, ARIZONA 85253  
PH: 480.315.2600  
CONTACT: MICHELLE YERGER

**ARCHITECT**  
SRA 360  
8145 E INDIAN BEND RD.  
SCOTTSDALE, AZ 85250  
PH: 480.515.5123  
CONTACT: PRESTON JOHNSON

**ENGINEER**  
BOWMAN  
1600 N DESERT DRIVE STE 210  
TEMPE, ARIZONA 85281  
PH: 480.629.8830  
CONTACT: JOHN GRAY, PE  
EMAIL: JGRAY@BOWMAN.COM

**LANDSCAPE ARCHITECT**  
BOWMAN  
3275 WEST INA ROAD, SUITE 220  
TUCSON, AZ 85741  
PHONE: 520.463.3200  
CONTACT: TIM JOHNSON, PLA, LEED AP  
EMAIL: TIMJOHNSON@BOWMAN.COM

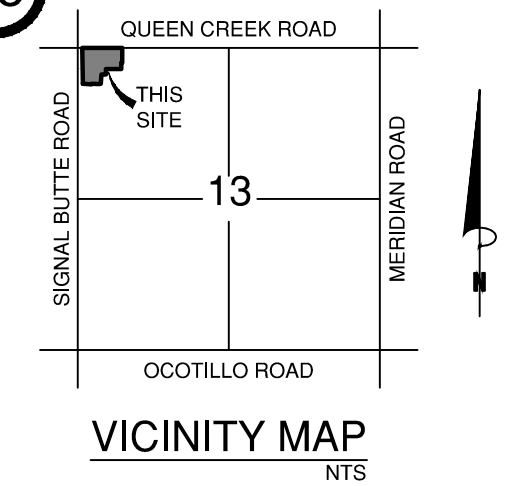




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SEE SHEET L3.0 (NEXT SHEET)

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PARKING LOT ISLAND	REQ. TREES	TOTAL TREES	TREES PROVIDED	
6	1 per 1 parking island	6	6	

## 03 CONSULTANT INFO

<p><b>OWNER</b> QC320 COMMERCIAL LAND I, LP C/O COMMUNITIES SOUTHWEST 7001 N. SCOTTSDALE RD., SUITE 1015 SCOTTSDALE, ARIZONA 85253 PH: 480.315.2600 CONTACT: MICHELLE YERGER</p>	<p><b>ARCHITECT</b> SRA 360 8145 E INDIAN BEND RD. SCOTTSDALE, AZ 85250 PH: 480.515.5123 CONTACT: PRESTON JOHNSON</p>	<p><b>ENGINEER</b> BOWMAN 1600 N DESERT DRIVE STE 210 TEMPE, ARIZONA 85281 PH: 480.629.8830 CONTACT: JOHN GRAY, PE EMAIL: JGRAY@BOWMAN.COM</p>	<p><b>LANDSCAPE ARCHITECT</b> BOWMAN 3275 WEST INA ROAD, SUITE 220 TUCSON, AZ 85741 PHONE: 520.463.3200 CONTACT: TIM JOHNSON, PLA, LEED AP EMAIL: TIMJOHNSON@BOWMAN.COM</p>
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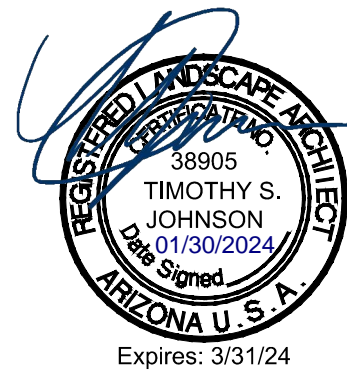
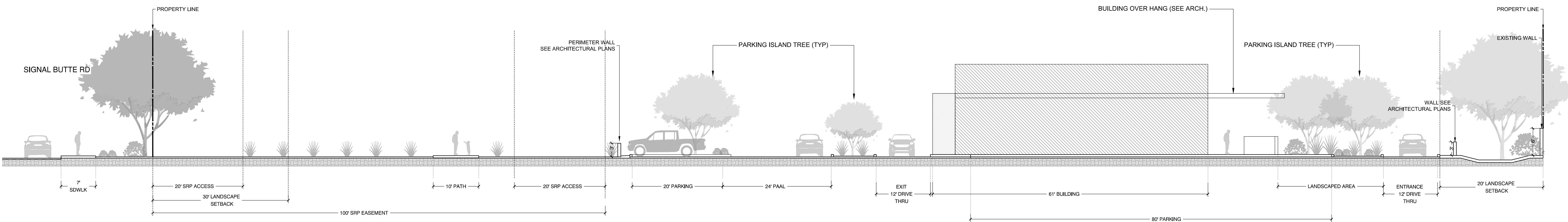
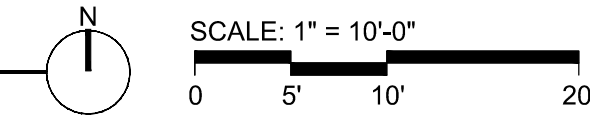


01 PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY	SHRUBS		
<b>TREES</b>						
	<i>Cercis mexicana</i> Mexican Redbud	24" Box	4		<i>Dodonaea viscosa</i> Hopseed Bush	5 gal. 6
	<i>Chilopsis linearis</i> 'Burgundy' 'Burgundy' Desert Willow	24" Box	7		<i>Dodonaea viscosa</i> 'Purpurea' Purple Leafed Hopseed Bush	5 gal. 12
	<i>Fraxinus velutina</i> 'Fan-Tex' Fan-Tex Velvet Ash	24" Box	7		<i>Eremophila maculata</i> 'Valentine' Valentine Spotted Emu Bush	5 gal. 12
	<i>Pistacia x</i> 'Red Push' Pistache	24" Box	20		<i>Leucophyllum frutescens</i> 'Compacta' Compact Texas Sage	5 gal. 8
	<i>Prosopis glandulosa</i> 'AZT' AZT Thornless Honey Mesquite	24" Box	4		<i>Salvia clevelandii</i> Chaparral Sage	5 gal. 34
					<i>Senna artemisioides</i> Feathery Senna	5 gal. 14
				<b>ACCENTS</b>		
					<i>Calamagrostis x acutiflora</i> 'Karl Foerster' Karl Foerster Feather Reed Grass	1 gal. 21
					<i>Hesperaloe funifera</i> Giant Hesperaloe	5 gal. 17
					<i>Hesperaloe parviflora</i> Red Yucca	5 gal. 58
					<i>Hesperaloe parviflora</i> 'Perpa' TM Brakelights Red Yucca	5 gal. 9
					<i>Muhlenbergia capillaris</i> 'White Cloud' White Cloud Muhly Grass	1 gal. 39
					<i>Muhlenbergia rigida</i> 'Nashville' TM Nashville Muhly	1 gal. 57
					<i>Yucca rupicola</i> Twisted Leaf Yucca	5 gal. 37

GROUND COVERS			
	<i>Lantana camara</i> 'Radiation' Radiation Lantana	5 gal.	46
	<i>Lantana montevidensis</i> Purple Trailing Lantana	5 gal.	75
	<i>Rosmarinus officinalis</i> 'Prostratus' Dwarf Rosemary	5 gal.	8

02 CROSS SECTION A-A'



# Starbucks



# Starbucks





Sarah Clark &lt;sarah.clark@queencreekaz.gov&gt;

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**Project: Madera Center Starbucks Conditional Use Permit (P23-0109)**

---

Louetta Smith &lt;louetta.smith@gmail.com&gt;

Fri, Apr 12, 2024 at 2:32 PM

To: "sarah.clark@queencreekaz.gov" &lt;sarah.clark@queencreekaz.gov&gt;

Hello -

Submitting feedback here for this proposal. My letter states that I am 1200 feet from this proposed site for a drive-through Starbucks.

First and foremost, I would like to know how the noise level, especially of the drive-through speaker, is going to affect my "quiet enjoyment" of my home and property. How will it be determined the acceptable noise level? For example, I like to enjoy having my bedroom windows open in the evenings during the spring and fall, but I go to bed at 9 PM. This drive-through is slated to stay open until 10 PM. How will that noise affect me?

Secondly, I don't understand why Queen now has to have a drive-through or a fast food establishment on every corner. It's not necessary and this Starbucks is not needed. Why can't a mini park or something of that nature be put on the corner?

I just moved into my home at the beginning of February and this is really disturbing that I may now have to consider selling this home. I'm just tired of the city of Queen Creek putting so much up right now that's not needed. We don't need another fast food chain or Starbucks put on a corner. Can the city of Queen Creek take into consideration the need for some peace and quiet?

Regards,

Louetta Smith  
22652 E Lords Way  
Queen Creek, AZ 85142





TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR

**FROM:** ERIK SWANSON, PLANNING ADMINISTRATOR, SARAH CLARK, SENIOR PLANNER/PROJECT MANAGER

**RE:** PUBLIC HEARING AND POSSIBLE ACTION ON ORDINANCE 836-24 CASE P24-0044 SUBDIVISION AND ZONING ORDINANCE TEXT AMENDMENTS - FINAL PLAT APPROVAL, A STAFF INITIATED TEXT AMENDMENT TO MODIFY THE APPROVAL AUTHORITY OVER FINAL PLAT APPLICATIONS FROM THE TOWN COUNCIL TO THE DEVELOPMENT SERVICES DIRECTOR OR DESIGNEE.

**DATE:** May 15, 2024

---

**Suggested Action:**

Move to approve Ordinance 836-34 Case P24-0044 "Subdivision and Zoning Ordinance Text Amendments- Final Plat Approval".

**Planning Commission Recommendation:**

This case is scheduled for the May 8, 2024 Planning Commission Meeting. This staff report will be updated following the meeting with the results of the vote.

**Summary:**

Every year, Development Services Staff evaluates the Department's requirements, processes, and procedures to identify strategies to increase efficiency, improve the customer experience, and streamline the development process. At the February 2024 Council Strategic Planning Session, staff presented a series of proposed strategies to further facilitate and streamline the residential development process. In an effort to streamline applications and consolidate staff's review process, staff proposed a text amendment to provide administrative review and approval for final subdivision plat applications (rather than include Council review and approval). Council directed staff to move forward with the proposed amendment.

Final plat applications are predominately approved on the consent agenda, are approved based on conformance with Town technical standards, and are generally not contentious. Staff estimates that implementing the text amendment to allow for administrative approval final plat applications has the potential to reduce the application review and approval process by at least two months.

The specific amendments included in the proposed text amendment, which amends the Subdivision Ordinance and Zoning Ordinance, are summarized below.

- 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)
- Includes other minor amendments from previously approved text amendments and general clean up of outdated or duplicate information
- Revises the Final Plat definition in the Zoning Ordinance

**Attachment(s):**

1. [DRAFT Ordinance 836-24 - Final Plat Approval Authority.pdf](#)
2. [Final Plat Approval - Subdivision Ordinance Redlines.pdf](#)
3. [Final Plat Approval - Zoning Ordinance Redlines.pdf](#)

**ORDINANCE NO. 836 -24**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE QUEEN CREEK SUBDIVISION ORDINANCE, AS DESCRIBED IN EXHIBIT A ATTACHED HERETO, AND AMENDING ARTICLE 1.4 DEFINITIONS OF THE QUEEN CREEK ZONING ORDINANCE, AS DESCRIBED IN EXHIBIT B ATTACHED HERETO, IN ACCORDANCE WITH PLANNING CASE P24-0044.**

**WHEREAS**, The Town Council has determined this ordinance is in the best interest of the Town’s development customers as it improves the efficiency of the development review process by changing the final plat approval authority from the Town Council to the Development Services Director; and

**WHEREAS**, The amendments to the Subdivision and Zoning Ordinance set for in the attached exhibits A and B update development processes to reflect administrative approval and current application procedures and provide general clean up items for consistency between the Zoning Ordinance and the Subdivision Ordinance; and

**WHEREAS**, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

**WHEREAS**, Article 3, ZONING PROCEDURES, Section 3.4 AMENDMENT AND REZONING, establishes the authority and procedures for amending the Zoning Ordinance; and

**WHEREAS**, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on May 8, 2024; and

**WHEREAS**, the Planning and Zoning Commission voted.

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

**Section 1:** The Queen Creek Subdivision Ordinance Section 2.0 Responsibility, Section 2.4 Modifications, Section 4.3 Stage 3 Subdivision Technical Review, Section 4.4 Stage 4 Preliminary Plat Approval, Section 4.5 Stage 5 Final Plat and Improvement Plan Approval, Section 4.7 Abandonment of a Recorded Subdivision, Section 5.1 Planned Area Developments, Section 6.4 Street Design, Section 6.5 Lot Planning, Section 6.7. Easement Planning, Section 7.3 Improvement Plan Review Process, Section 7.5 Assurances by Subdivider, and Appendix - Glossary of Terms and Definitions are amended as set forth and referenced to as “Exhibit A”, and incorporated herein.

**Section 2:** The Queen Creek Zoning Ordinance – Article 1.4 Definitions is amended as set forth and referenced to as “Exhibit B”, and incorporated herein.

**Section 3:** If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Subdivision are 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 4:** At least one paper copy and one electronic copy of this Ordinance and Exhibit(s) are to be filed with the Town Clerk.

**PASSED AND ADOPTED** by the Common Council of the Town of Queen Creek, Arizona, this 15<sup>th</sup> day of May, 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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Julia Wheatley, Mayor

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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

**Exhibit A**

## 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.

**CHAPTER 4  
PLATTING PROCEDURES AND REQUIREMENTS**

**SEC. 4.0      OUTLINE OF PROCEDURES AND REQUIREMENTS.**

The preparation, submittal, review, and approval of all subdivision plats located inside the limits of the Town of Queen Creek shall proceed through the following progressive stages.

- STAGE 1      PRE-APPLICATION CONFERENCE**
- STAGE 2      PRELIMINARY PLAT APPLICATION**
- STAGE 3      TECHNICAL REVIEW COMMITTEE**
- STAGE 4      PRELIMINARY PLAT APPROVAL**
- STAGE 5      FINAL PLAT AND IMPROVEMENT PLAN APPROVAL**
- STAGE 6      RECORDATION OF PLAT**

This procedure may be modified by the Town based on unique or extraordinary circumstances. The following flow chart depicts the different stages of the process and the necessary actions to be taken with each stage.



# The Subdivision Process

## Actions by the Town

## Actions by the Subdivider

- Check Zoning and General Plan requirements.
- Check preliminary Engineering requirements.
- Distribute copies to Utilities, Schools, Fire, Post Office, Town and County Depts.

- Check Zoning and General Plan requirements.
- Check Engineering requirements.
- Distribute copies to Utilities, Schools, Fire, Post Office, Town and County Depts.

- Receive and distribute comments from Town Depts. and all reviewing agencies.
- Facilitate a Technical Review Committee (TRC) meeting.

- Review final plat, CC&R's, Assurances of Construction, landscape plans, improvement plans, final technical reports and any additional documents or zoning stipulations required by Town Council.
- ~~Make recommendation to the Town Council.~~

- Record Final Plat and CC&R's and other easements, maps of dedication, tracts and other documents as necessary

**Preapplication Conference**

**Preliminary Plat Application**

**Technical Review Committee**

**Preliminary Plat Approval**

**Final Plat and Improvement Plan Submittal**

**Final Plat Approval**

Recordation of Plat

- Submit required copies of the proposed project concept site plan with all the required information outlined in Section 4.1(A).

- Submit application, fees, required copies of preliminary plat, all reports and documentation as outlined in Section 4.2.

- Attend the TRC meeting.
- Resubmittal of the preliminary plat to address the TRC comments, ~~at least 45 days prior to the P&Z Commission meeting at which the plat will be considered.~~

- Submit final plans as outlined in section 4.5.
- Submit improvement plans and final reports as outlined in Section 7.2.
- Submit title report, CC&R's, Assurances of Construction, and additional documentation as required by Town Council.

- Submit subdivision mylars, easements, maps of dedication, tracts and other related documents

### 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'</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, 5 acres and above</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>	

~~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, whereupon 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 for review and recommendation. The Town

~~Engineering Manager~~ will consult with appropriate Town and utility company staff to evaluate the ~~affect~~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>	

**SEC. 6.4 STREET DESIGN.**

- A. Design of Streets:** The design of streets shall conform to standards established by this Ordinance and the Town of Queen Creek Design Standards and Procedures Manual”.
- B. Private Street.** Private streets shall conform to above stated design standards unless otherwise approved by the Town Council. Private streets shall be placed within their own parcel or tract of land and shall only be approved through a (PAD). Where site conditions necessitate unique design solutions, modifications may be recommended by the Town Engineering Manager for consideration by the Town Council.
- C. Cul-de-sac Streets:** Cul-de-sac streets shall be constructed as specified in the Town of Queen Creek Design Standards and Procedures Manual. The Town Engineering Manager may recommend an equally functional design for vehicular turning and backing areas where extreme conditions justify. The maximum length of cul-de-sac streets shall be 600 feet or 20 homes and 1,200 feet or 40 homes if all homes are fire sprinkled, as measured from the intersection of right-of-way lines to the extreme depth of the turning circle along the street centerline. An exception may be made where topography justifies but shall not be made merely because the subdivision has restrictive boundary dimensions, wherein provision should be made for extension of street pattern to the adjoining unplatted parcel and a temporary turnaround installed. (Cul-de-sac specifications are detailed in the Town of Queen Creek Design Standards and Procedures Manual)
- D. Dead-end Streets:** Dead-end streets will not be approved except in locations recommended by the Town Engineering Manager as necessary to future development of adjacent lands.
- E. Private Access and Driveways:** Access from private property to any dedicated street shall be constructed in accordance with permits issued by the Town. Width of driveway at the property line shall be a minimum of 12 feet and a maximum of 40 feet. The width will depend on the access to be served i.e., residential or commercial/industrial uses. Minimum driveway spacing shall be as defined in the MCDOT Roadway Design Standards Manual. Exceptions to this requirement may be approved by the Town Engineering Manager based on unusual site constraints.
- F. Street Intersections:**

  - 1. Streets intersecting an arterial or collector street shall not vary from 90 degrees by more than 10 degrees. Intersection of all other streets shall not vary from 90 degrees by more than 15 degrees.
  - 2. Local streets intersecting collector or arterial streets shall have a tangent

section of centerline at least 150 feet in length measured from the right of way line of the major street, except that no such tangent is required when local street curve has a centerline radius greater than 400 feet with the center located on the major street right of way line. Where topographic conditions make necessary other treatment to secure the best overall design and vehicular sight visibility, these standards may be varied by ~~the Town Council upon the recommendation of~~ the Town Engineering Manager.

3. Street intersections with more than four legs are not allowed.
4. Street jogs with centerline offsets less than one hundred and twenty-five (125) feet shall not be allowed.
5. Minimum intersection spacing shall be as defined in the MCDOT Roadway Design Manual, unless otherwise approved by the Town of Queen Creek Design Standards and Procedures Manual.
6. A thirty three (33) foot by thirty three (33) foot triangle shall be provided at each property line corner of the intersection involving two collector streets, two arterial streets or arterial and collector streets. A twenty (20) foot by twenty (20) foot triangle shall be provided at each property line corner of the intersection of two local streets and local streets to collector or arterial street.
7. All street intersections shall be designed to meet the minimum sight distance visibility requirement standards for horizontal curvature, vertical curvature and other obstructions as defined in the current edition of the American Association of State Highway and Transportation Officials (AASHTO) manual.
8. No berms, wall, monuments, signs or landscaping over twenty-four (24) inches in height as measured from the top of the curb, shall be permitted within the intersection sight triangle, or stopping distance area, as defined in the Current Edition of A Policy on Geometric Design of Highways and Streets, published by the American Association of State Highway and Transportation Officials (AASHTO).
9. Exceptions to these requirements may be approved by the Town Engineering Manager based on terrain or other site specific conditions.

**G. Street Pavement and Structural Design:**

1. The traveled way of all streets shall be surfaced with asphaltic concrete. The placing of asphaltic concrete shall be accomplished under generally accepted construction techniques provided in Section 321 of the MAG Standard and/or

number of lots on the street.

- b. Sidewalks shall be required to be located on at least one side of any local street that is within or abuts a single family residential zoning district that has developable lot area averaging over 18,000 square feet.
- d. Sidewalks to complete existing or planned pedestrian linkages, or sidewalks leading to a significant pedestrian generator, shall be required to be located in accordance with an adopted pedestrian sidewalk or trail plan.
- e. Sidewalks may be located outside of the road right-of-way and within an easement.
- e. Exceptions to these sidewalk standards may be approved by the Town Engineering Manager if the circumstances of the specific application are such that sidewalks are either not required or their use modified based on topography, adjacent existing or planned land uses or other site specific conditions.

**For additional information on the Town’s street design and construction standards addressed in this section (Section 6.4) please refer to the Town of Queen Creek Design Standards and Procedures Manual.**

**SEC. 6.5 LOT PLATTING.**

- A. Conventional single-family residential lots shall not have a width-to-depth ratio greater than one to three. Lot dimensions for single family residential lots which are part of a “cluster” development or PAD will be determined at the time of project approval.
- B. All residential, commercial and industrial lots must be developable without the need of a variance, waiver or further discretionary approvals from the Town. Prior to plat approval the Town may require additional documentation, including but not limited to engineered concept plans, for lots with questionable developability.
- C. Corner residential lots shall generally be designed larger to accommodate the increased setback requirements of the Zoning Ordinance.
- D. Residential side lot lines shall be substantially at right angles or radial to street lines, except where other treatment may be justified in the opinion of the Town Engineering Manager, based on site specific conditions.

- 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.

**Exhibit B**

# ARTICLE 1 – GENERAL PROVISIONS

**FILL.** Deposit of soil, rock, or other material placed in an area which created an obstruction or increases surface elevation.

**FINAL PLAT.** A survey map of record which indicates the boundaries for streets, blocks, lots, and other property divisions which is prepared pursuant to Section 4.5 of the Subdivision Ordinance for the Town of Queen Creek and recorded after approval by the Town Council/Development Services Director or designee and any accompanying material as described in this Ordinance.

**FINANCIAL INSTITUTION.** As defined in A.R.S. §28-4301.

**FIRE FLOW SURVEY.** A testing of fire hydrants to determine capacity by volume and pressure for firefighting purposes.

**FIRE PROTECTION FACILITIES.** Fire stations and major pieces of firefighting apparatus, including, but not limited to pumpers, quick response vehicles, hook and ladder trucks, and similar equipment, owned and operated by public fire districts.

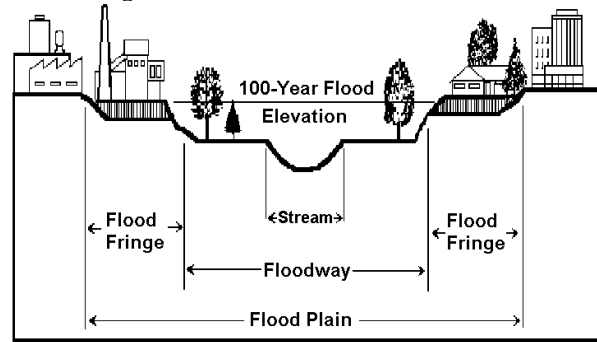
**FLAG.** Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

**FLEA MARKETS.** A flea market, swap shop, or similar activity by whatever name, where the use involves the setting up of two (2) or more booths, tables, platforms, racks, or similar display areas for the purpose of selling, buying, or trading merchandise, goods, materials, products, or other items offered for sale outside an enclosed building. Flea markets shall not include any of the following activities which occur at the same location four (4) or fewer days in any calendar year: garage sales, produce stands, or fund raising activities done by a non-profit organization.

**FLOOD INSURANCE RATE MAP. (FIRM)** The official map on which the Federal Emergency Management Agency that includes profiles, the Flood Boundary-Floodway Map, and the base flood water surface elevation.

**FLOOD PLAIN.** An area adjacent to a watercourse which may be subject to flooding as

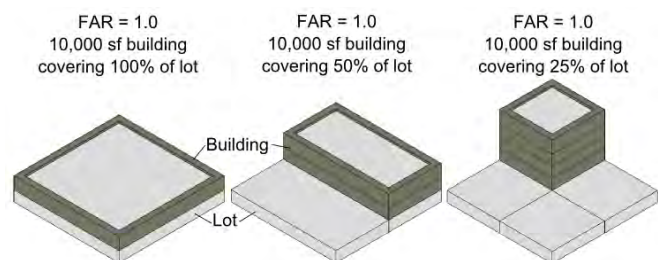
a result of an increase in water flow beyond a normal high water mark.



**FLOODWAY.** The channel of a wash or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one **foot (1')**.

**FLOOR AREA.** The sum of the gross horizontal areas of the several stories of the building measured from the exterior faces of the exterior walls or from the center line of party walls. Included shall be any basement floor, interior balconies and mezzanines, elevator shafts, and stair wells and enclosed porches. The floor area of accessory uses and of accessory buildings on the same lot shall be included.

**FLOOR AREA RATIO. (FAR)** The ratio of the gross floor area of all structures on a parcel to the gross area of the parcel on which such structures are located.



**FOODVENDING VEHICLE.** Any vehicle, as that term is defined in the Arizona Revised Statutes, which is equipped or primarily used for retail sales of fruits, vegetables, or produce, and/or prepared, pre-packaged, or unprepared, unpackaged food or beverage of any kind on any public or private street, alley, highway, or property within the town. The inventory of these vehicles is not necessarily limited to edible items and may include non-food sundries. A human powered food vending vehicle is not a food vending vehicle.

## 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.

**CHAPTER 4  
PLATTING PROCEDURES AND REQUIREMENTS**

**SEC. 4.0      OUTLINE OF PROCEDURES AND REQUIREMENTS.**

The preparation, submittal, review, and approval of all subdivision plats located inside the limits of the Town of Queen Creek shall proceed through the following progressive stages.

- STAGE 1      PRE-APPLICATION CONFERENCE**
- STAGE 2      PRELIMINARY PLAT APPLICATION**
- STAGE 3      TECHNICAL REVIEW COMMITTEE**
- STAGE 4      PRELIMINARY PLAT APPROVAL**
- STAGE 5      FINAL PLAT AND IMPROVEMENT PLAN APPROVAL**
- STAGE 6      RECORDATION OF PLAT**

This procedure may be modified by the Town based on unique or extraordinary circumstances. The following flow chart depicts the different stages of the process and the necessary actions to be taken with each stage.

# The Subdivision Process

## Actions by the Town

## Actions by the Subdivider

- Check Zoning and General Plan requirements.
- Check preliminary Engineering requirements.
- Distribute copies to Utilities, Schools, Fire, Post Office, Town and County Depts.

- Check Zoning and General Plan requirements.
- Check Engineering requirements.
- Distribute copies to Utilities, Schools, Fire, Post Office, Town and County Depts.

- Receive and distribute comments from Town Depts. and all reviewing agencies.
- Facilitate a Technical Review Committee (TRC) meeting.

- Review final plat, CC&R's, Assurances of Construction, landscape plans, improvement plans, final technical reports and any additional documents or zoning stipulations required by Town Council.
- ~~Make recommendation to the Town Council.~~

- Record Final Plat and CC&R's and other easements, maps of dedication, tracts and other documents as necessary

**Preapplication Conference**

**Preliminary Plat Application**

**Technical Review Committee**

**Preliminary Plat Approval**

**Final Plat and Improvement Plan Submittal**

**Final Plat Approval**

Recordation of Plat

- Submit required copies of the proposed project concept site plan with all the required information outlined in Section 4.1(A).

- Submit application, fees, required copies of preliminary plat, all reports and documentation as outlined in Section 4.2.

- Attend the TRC meeting.
- Resubmittal of the preliminary plat to address the TRC comments, ~~at least 45 days prior to the P&Z Commission meeting at which the plat will be considered.~~

- Submit final plans as outlined in section 4.5.
- Submit improvement plans and final reports as outlined in Section 7.2.
- Submit title report, CC&R's, Assurances of Construction, and additional documentation as required by Town Council.

- Submit subdivision mylars, easements, maps of dedication, tracts and other related documents



### 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, whereupon 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>	

## SEC. 6.4 STREET DESIGN.

- A. **Design of Streets:** The design of streets shall conform to standards established by this Ordinance and the Town of Queen Creek Design Standards and Procedures Manual”.
- B. **Private Street.** Private streets shall conform to above stated design standards unless otherwise approved by the Town Council. Private streets shall be placed within their own parcel or tract of land and shall only be approved through a (PAD). Where site conditions necessitate unique design solutions, modifications may be recommended by the Town Engineering Manager for consideration by the Town Council.
- C. **Cul-de-sac Streets:** Cul-de-sac streets shall be constructed as specified in the Town of Queen Creek Design Standards and Procedures Manual. The Town Engineering Manager may recommend an equally functional design for vehicular turning and backing areas where extreme conditions justify. The maximum length of cul-de-sac streets shall be 600 feet or 20 homes and 1,200 feet or 40 homes if all homes are fire sprinkled, as measured from the intersection of right-of-way lines to the extreme depth of the turning circle along the street centerline. An exception may be made where topography justifies but shall not be made merely because the subdivision has restrictive boundary dimensions, wherein provision should be made for extension of street pattern to the adjoining unplatted parcel and a temporary turnaround installed. (Cul-de-sac specifications are detailed in the Town of Queen Creek Design Standards and Procedures Manual)
- D. **Dead-end Streets:** Dead-end streets will not be approved except in locations recommended by the Town Engineering Manager as necessary to future development of adjacent lands.
- E. **Private Access and Driveways:** Access from private property to any dedicated street shall be constructed in accordance with permits issued by the Town. Width of driveway at the property line shall be a minimum of 12 feet and a maximum of 40 feet. The width will depend on the access to be served i.e., residential or commercial/industrial uses. Minimum driveway spacing shall be as defined in the MCDOT Roadway Design Standards Manual. Exceptions to this requirement may be approved by the Town Engineering Manager based on unusual site constraints.
- F. **Street Intersections:**
  - 1. Streets intersecting an arterial or collector street shall not vary from 90 degrees by more than 10 degrees. Intersection of all other streets shall not vary from 90 degrees by more than 15 degrees.
  - 2. Local streets intersecting collector or arterial streets shall have a tangent

section of centerline at least 150 feet in length measured from the right of way line of the major street, except that no such tangent is required when local street curve has a centerline radius greater than 400 feet with the center located on the major street right of way line. Where topographic conditions make necessary other treatment to secure the best overall design and vehicular sight visibility, these standards may be varied by ~~the Town Council upon the recommendation of~~ the Town Engineering Manager.

3. Street intersections with more than four legs are not allowed.
4. Street jogs with centerline offsets less than one hundred and twenty-five (125) feet shall not be allowed.
5. Minimum intersection spacing shall be as defined in the MCDOT Roadway Design Manual, unless otherwise approved by the Town of Queen Creek Design Standards and Procedures Manual.
6. A thirty three (33) foot by thirty three (33) foot triangle shall be provided at each property line corner of the intersection involving two collector streets, two arterial streets or arterial and collector streets. A twenty (20) foot by twenty (20) foot triangle shall be provided at each property line corner of the intersection of two local streets and local streets to collector or arterial street.
7. All street intersections shall be designed to meet the minimum sight distance visibility requirement standards for horizontal curvature, vertical curvature and other obstructions as defined in the current edition of the American Association of State Highway and Transportation Officials (AASHTO) manual.
8. No berms, wall, monuments, signs or landscaping over twenty-four (24) inches in height as measured from the top of the curb, shall be permitted within the intersection sight triangle, or stopping distance area, as defined in the Current Edition of A Policy on Geometric Design of Highways and Streets, published by the American Association of State Highway and Transportation Officials (AASHTO).
9. Exceptions to these requirements may be approved by the Town Engineering Manager based on terrain or other site specific conditions.

**G. Street Pavement and Structural Design:**

1. The traveled way of all streets shall be surfaced with asphaltic concrete. The placing of asphaltic concrete shall be accomplished under generally accepted construction techniques provided in Section 321 of the MAG Standard and/or

number of lots on the street.

- b. Sidewalks shall be required to be located on at least one side of any local street that is within or abuts a single family residential zoning district that has developable lot area averaging over 18,000 square feet.
- d. Sidewalks to complete existing or planned pedestrian linkages, or sidewalks leading to a significant pedestrian generator, shall be required to be located in accordance with an adopted pedestrian sidewalk or trail plan.
- e. Sidewalks may be located outside of the road right-of-way and within an easement.
- e. Exceptions to these sidewalk standards may be approved by the Town Engineering Manager if the circumstances of the specific application are such that sidewalks are either not required or their use modified based on topography, adjacent existing or planned land uses or other site specific conditions.

**For additional information on the Town’s street design and construction standards addressed in this section (Section 6.4) please refer to the Town of Queen Creek Design Standards and Procedures Manual.**

**SEC. 6.5 LOT PLATTING.**

- A. Conventional single-family residential lots shall not have a width-to-depth ratio greater than one to three. Lot dimensions for single family residential lots which are part of a “cluster” development or PAD will be determined at the time of project approval.
- B. All residential, commercial and industrial lots must be developable without the need of a variance, waiver or further discretionary approvals from the Town. Prior to plat approval the Town may require additional documentation, including but not limited to engineered concept plans, for lots with questionable developability.
- C. Corner residential lots shall generally be designed larger to accommodate the increased setback requirements of the Zoning Ordinance.
- D. Residential side lot lines shall be substantially at right angles or radial to street lines, except where other treatment may be justified in the opinion of the Town Engineering Manager, based on site specific conditions.

- 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. Reminders:** 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.

# ARTICLE 1 – GENERAL PROVISIONS

**FILL.** Deposit of soil, rock, or other material placed in an area which created an obstruction or increases surface elevation.

**FINAL PLAT.** A survey map of record which indicates the boundaries for streets, blocks, lots, and other property divisions which is prepared pursuant to Section 4.5 of the Subdivision Ordinance for the Town of Queen Creek and recorded after approval by the Town Council/Development Services Director or designee and any accompanying material as described in this Ordinance.

**FINANCIAL INSTITUTION.** As defined in A.R.S. §28-4301.

**FIRE FLOW SURVEY.** A testing of fire hydrants to determine capacity by volume and pressure for firefighting purposes.

**FIRE PROTECTION FACILITIES.** Fire stations and major pieces of firefighting apparatus, including, but not limited to pumpers, quick response vehicles, hook and ladder trucks, and similar equipment, owned and operated by public fire districts.

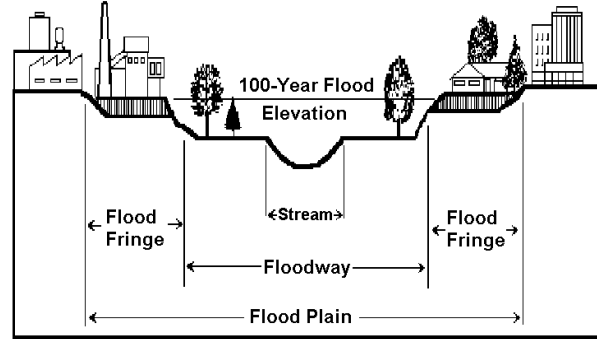
**FLAG.** Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

**FLEA MARKETS.** A flea market, swap shop, or similar activity by whatever name, where the use involves the setting up of two (2) or more booths, tables, platforms, racks, or similar display areas for the purpose of selling, buying, or trading merchandise, goods, materials, products, or other items offered for sale outside an enclosed building. Flea markets shall not include any of the following activities which occur at the same location four (4) or fewer days in any calendar year: garage sales, produce stands, or fund raising activities done by a non-profit organization.

**FLOOD INSURANCE RATE MAP. (FIRM)** The official map on which the Federal Emergency Management Agency that includes profiles, the Flood Boundary-Floodway Map, and the base flood water surface elevation.

**FLOOD PLAIN.** An area adjacent to a watercourse which may be subject to flooding as

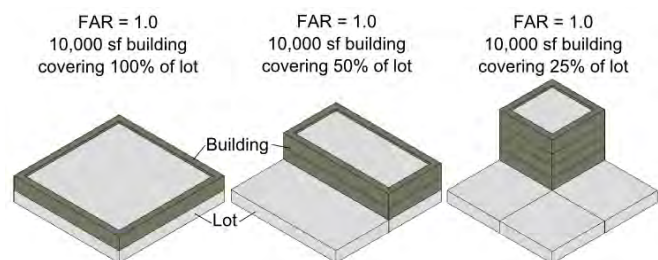
a result of an increase in water flow beyond a normal high water mark.



**FLOODWAY.** The channel of a wash or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one **foot (1')**.

**FLOOR AREA.** The sum of the gross horizontal areas of the several stories of the building measured from the exterior faces of the exterior walls or from the center line of party walls. Included shall be any basement floor, interior balconies and mezzanines, elevator shafts, and stair wells and enclosed porches. The floor area of accessory uses and of accessory buildings on the same lot shall be included.

**FLOOR AREA RATIO. (FAR)** The ratio of the gross floor area of all structures on a parcel to the gross area of the parcel on which such structures are located.



**FOODVENDING VEHICLE.** Any vehicle, as that term is defined in the Arizona Revised Statutes, which is equipped or primarily used for retail sales of fruits, vegetables, or produce, and/or prepared, pre-packaged, or unprepared, unpackaged food or beverage of any kind on any public or private street, alley, highway, or property within the town. The inventory of these vehicles is not necessarily limited to edible items and may include non-food sundries. A human powered food vending vehicle is not a food vending vehicle.



TOWN OF  
**QUEEN CREEK**  
ARIZONA

11.C

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, ERIK SWANSON, PLANNING ADMINISTRATOR

**RE:** PUBLIC HEARING AND POSSIBLE ACTION ON ORDINANCE 837-24 CASE P24-0043 "ZONING ORDINANCE AND DESIGN STANDARDS TEXT AMENDMENTS - RESIDENTIAL DESIGN REVIEW APPROVAL", A STAFF INITIATED TEXT AMENDMENT TO MODIFY THE APPROVAL AUTHORITY OVER RESIDENTIAL DESIGN REVIEW APPLICATIONS FROM THE PLANNING COMMISSION TO THE PLANNING ADMINISTRATOR.

**DATE:** May 15, 2024

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**Suggested Action:**

Move to approve Ordinance 837-24 Case P24-0043 "Zoning Ordinance and Design Standards Text Amendments - Residential Design Review Approval", a staff initiated text amendment to modify the approval authority over residential design review applications from the Planning Commission to the Planning Administrator.

**Planning Commission Recommendation:**

This case is scheduled for the May 8, 2024 Planning Commission Meeting. This staff report will be updated following the meeting with the results of the vote.

**Summary:**

Every year, Development Services Staff evaluates the Department's requirements, processes, and procedures to identify strategies to increase efficiency, improve the customer experience, and streamline the development process. At the February 2024 Council Strategic Planning Session, staff presented a series of proposed strategies to further facilitate and streamline the residential development process. In an effort to streamline applications and consolidate staff's review process, staff proposed a text amendment to provide administrative review and approval for residential design review applications (rather than include Planning Commission review and approval). Council directed staff to move forward with the proposed amendment.

Residential Design Review applications are predominately approved on the consent agenda, are approved based on conformance with Town technical standards, and are generally not contentious. Staff estimates that implementing the text amendment to allow for administrative approval of Residential Design Review applications has the potential to reduce the application review and approval process by at least two months.

The specific amendments included in the proposed text amendment, which amends the Zoning Ordinance and Design Standards, are summarized below.

- Changes Residential Design Review application approval authority from Planning Commission to the Planning Administrator
- Specifies that if the application does not meet all applicable requirements as determined by the Planning Administrator, the Residential Design Review application shall be required to be

reviewed and approved by the Planning Commission. (This follows the same current process for site plan applications, which are also approved administratively).

**Attachment(s):**

1. [RDR Approval - Design Standards Redlines.pdf](#)
2. [RDR Approval - Zoning Ordinance Redlines.pdf](#)
3. [DRAFT Ordinance 837-24 - RDR Approval Authority.pdf](#)

located in various locations throughout a residential community containing multiple individually locked mailboxes and parcel compartments. All CBU's shall be designed to include a decorative enclosure on five sides that is constructed of a combination of decorative stone veneer, stucco, brick/block materials, etc. to complement the architectural design theme, monumentation and walls of the neighborhood.



## K. Buffering and Transitions

1. The General Plan Land Use Categories Table and Land Use Requirements Table require some land uses to incorporate appropriate measures to create a compatible transition between adjacent properties using buffering strategies such as open space buffers, roadways, and compatible lot sizes to be determined through the rezoning and site planning process. Development applications should incorporate buffering strategies based on the characteristics of the property and the surrounding area to meet the General Plan transition requirement. The Buffer and Transition Manual identifies some buffering strategies that may be incorporated including, but not limited to:

- a) Compatible Lot Widths
  - b) Transitioning lot sizes or transitioning densities
  - c) Additional setbacks
  - d) Open space or landscaping
  - e) Roadways
  - f) Building setbacks and line of sight demonstration
  - g) Quality building design and construction techniques
  - h) Comparable building height
  - i) Nuisance use restrictions
2. Other buffering strategies not listed may be incorporated into a project to meet the intent of the General Plan transition requirement.
  3. Buffering techniques will be reviewed on a case-by-case basis and depending on the context, scale, and use of the project or unique circumstances, more than one buffer type may be required to satisfy the requirements of the General Plan.

## DS. 4 Single-Family Residential Standards

- A. *Purpose.* The purpose of this Section is to guide architectural integrity in order to assure that these neighborhoods are sustainable and continue to make a positive contribution to the community in the years to come. Neighborhoods designed according to these principles increase in value as they mature, rather than requiring ongoing public reinvestment that is often needed in poorly designed neighborhoods where there is little pride of ownership and lack of property maintenance. The purposes of these provisions are:

1. To supplement the zoning regulations applied to site built, modular and manufactured homes with additional

standards and procedures which will promote a satisfactory living environment for residents of single family homes, and encourage a mix of homes and other types of housing within the Town;

2. To permit greater diversity in the types of housing communities; and,
3. To ensure that all new single family dwellings are compatible with other forms of housing.
4. To create attractive, enduring and sustainable neighborhoods.

*B. Applicability.*

1. These Standards apply to all new single-family structures on individual lots, including new subdivisions, custom homes and master planned communities. These Standards do not apply to subdivisions or master planned communities with approved development agreements, the conditions of which would preclude the ability to fully comply with these guidelines. These Standards are provided for the use of homeowners, builders, contractors, designers, Town staff and Town decision makers.
2. Small-scale development may propose alternative design standards to the Planning Administrator. Alternative design standards may include design character and features from previously approved developments adjacent to proposed small-scale development.

*C. Residential Design Review Application/Approval Process.*

1. Prior to submitting an application for Design Review approval the applicant shall attend a Pre-Application Meeting with a representative of the Development Services Department.
2. Applications for Design Review shall be filed with the Development Services Department on form(s) provided and shall include all of the information identified in the application form(s), Design Regulations, and any other data

that may be required by the Planning Administrator that is needed for review of the application.

3. Applications shall be signed by the property owner(s) or an authorized agent of the property owner(s) and all applicable fees shall be paid when applications are submitted.
4. The Planning Administrator shall review the application submittal for compliance with all applicable guidelines within this ordinance. The approval of said application shall be in accordance with Article 3, Section 3.3.C and 3.3.D.2 of the Town Zoning Ordinance.
5. In the event of a denial, no development activities shall be authorized until a new application for Design Review approval has been submitted and approved.

6. The approval date of the Design Review approval shall be the date on which the application was approved by the Planning ~~Commission~~ Administrator. Design Review approvals are tied to other development approvals (i.e. Building Permit, Standard Plan Building Permit Review), which will be identified in the notification of Design Review approval.

7. Residential Design Review applications shall meet all applicable Design Guidelines, standards, and ordinances. If a Residential Design Review application does not meet all applicable requirements as determined by the Planning Administrator, the Residential Design Review application shall be required to be reviewed and approved by the Planning Commission.

~~6-8.~~ Appeals. Any Residential Design Review application approval, conditional approval and / or denial may be appealed to the Town Council by an aggrieved party, subject to the procedures set forth in Section 3.1.G of the Zoning Ordinance.

~~7-9.~~ Amendments to previously approved Design Review Applications. Up to two (2) additional production home plans may be approved by the Planning Administrator if the proposed plans are in substantial conformance with the initial

submittal. No more than two (2) additional plans shall be approved per calendar year.

## D. *Design Guidelines.*

1. *Neighborhood Character.* Each neighborhood type (Rural/Estate, Suburban and Urban) has a unique character based on the existing landscape, topography, lot size and development pattern. Guidelines are provided to communicate the three primary types of neighborhood character found in Queen Creek. The balance between manmade and landscape elements will also help to reinforce each type of character.

a) In Rural and Estate Neighborhoods (A-1, R1-190, R1-145, R1-108, R1-54, R1-43), the balance between the buildings and landscaping should substantially favor the landscaping. In general, open space and vegetation dominate; architectural and man-made elements are apparent, but secondary. Rural uses, such as horses and view fencing, hedgerows along property boundaries and generous setbacks from the street will visually contribute to the rural and estate character.



b) In Suburban Neighborhoods (R1-35, R1-18, R-15, R1-12), the man-made and open space elements of the community should be balanced. Internal open space and external transitioning shall be maximized to provide the necessary balance with the man-made elements. Setbacks for and between buildings and along public ways become more pronounced. Solid

fencing or walls should be partially limited, with the area adjacent to the community open space in a partial-view style of fencing.

c) In Urban Neighborhoods (R1-9, R1-7, R1-5, and R1-4), architecture and the man-made elements are the predominant features and thus must be carefully crafted to avoid becoming generic and stale in form. Setbacks for and between buildings are reduced proportionately to the size of the lots. Front yards may be reduced and street presence becomes more prominent for porches and architectural elements if the garage/auto area is proportionately recessed from the street. Privacy is generally obtained in the interior spaces of small walled courtyards or fenced yards. Sufficient open space shall be provided between or within developments for effective contrast and balance to the buildings and the land.



2. *Streetscape.* It is the street that defines the character of the neighborhood. Therefore guidelines have been created to introduce sufficient variety to create interest without becoming excessive to the point of creating a chaotic street scene. It is also important to create a clear transition from the public space of the street to the private space of the home. Clearly identifying paths for people to move through this sequence creates space that enhances community while maintaining privacy. The following streetscape guidelines shall apply:

a) A customized entrance should be provided at the entry street intersecting the arterial or major collector which

should include architectural features such as, water feature, sculpture, monument signage, special landscaping, specialty pavement, enhanced fence wall details or a boulevard median.

- b) Production home builders are required to provide landscaping in all planted areas within the front yards of single-family detached home lots prior to a certificate of occupancy.
- c) For model home complexes, production home builders are required to:
  - 1) Offer at least three (3) significantly different front yard landscape options per plan, one of which shall be a low-water usage xeriscape option.
  - 2) The use of drought-tolerant trees, shrubs and groundcovers is required.
  - 3) The predominant use of grass is prohibited. Limit turf areas (including artificial turf) to a maximum of 30 percent of the total lot. Where turf is provided, the grass area should be large enough to be useable and watered efficiently.
  - 4) Model home complex parking lots shall contain trees and landscaping consistent with the landscape design of the lots that contain the model homes. Landscaping should be used to screen and soften the parking areas and long expanses of privacy walls.
- d) Repetitious elevations shall be avoided. The same elevations shall not be utilized across from or adjacent to each other. A sufficient number of plans to create variety and diversity shall be provided. All tract home subdivisions shall have a minimum of four (4) floor plans with three (3) unique elevations per floor plan. Unique elevations shall be structurally different with different roof types facing the street as described in subsection DS. 4. C. 2. e below.
- e) Monotonous, uniform roof forms shall be avoided. Roof forms shall be varied

by incorporating different building heights and / or ridgeline orientation.



- f) The front elevation shall feature a pedestrian scaled entry which is clearly visible when standing at the front property line. Pedestrian scaled entry may include gates, arbors, portal, and similar features with courtyard forward plans.
- g) Color in new subdivision development :
  - 1) The primary exterior body colors should be neutral earthy colors. No bright, bold or primary colors shall be used for primary body colors. The trim and accent colors should complement the primary body color.
  - 2) A minimum of seven (7) distinct combinations of colors and roof materials shall be provided to further promote visual interest. There shall not be a predominant singular color. Less color combinations may be considered in smaller subdivisions.



- h) Open gable roofs emphasizing the lack of detail should be avoided. The home shall have a pitched roof with a slope of not less than 3:12 pitch. The exception to the roof pitch requirements is for Santa Fe/Pueblo or other flat roof



dominant architectural styles. The roof overhang shall not be less than one (1) foot measured from the vertical side of the dwelling unit. When carports, garages, porches or similar structures are attached as an integral part of the dwelling unit, the Planning Administrator may waive the eave requirement.

- i) Development should provide visual interest through the use of accent materials (such as stone or brick veneer) such that the application replicates the authentic means of construction (for example, all visible sides of an architectural element are covered as if the entire element was constructed of masonry). When continuing the material around a corner from a front to side elevation, it should be terminated by an architectural element such as an offset, column, intersecting wall or fence.
- j) All on-lot fencing facing a public street should be designed to match the **standard plan's** materials and primary color or that of the subdivision theme wall.
- k) Driveways for three-car or larger forward-facing garages shall incorporate alternative paving design elements stamped concrete, concrete engraving, intricately sawed or grooved patterns, concrete pavers, and colored concrete to soften the appearance of large impervious surfaces.
- l) Alley loaded garages are encouraged, especially for small lot subdivisions.



### 3. *Building Design.*

- a) All residential buildings shall have a permanent foundation and a garage to store a minimum of two (2) vehicles. Interior dimensions of a garage shall be a minimum of twenty (20) feet wide by twenty (20) feet deep.
- b) The dwelling unit shall have a garage with roofing and siding complimentary to the primary structure.
- c) The dwelling shall be covered by an exterior material of a color, material, and appearance that is compatible with those of existing single-family dwellings including, but not limited to, the following:
  - 1) Residential cementation lap siding; brick, stone or masonry veneer;
  - 2) Frame or block stucco siding; skip trowel preferred;
  - 3) Other siding materials which are determined by the Planning Administrator to be compatible with the above-referenced materials;
  - 4) The building materials of a project shall be durable, require low maintenance, and be of a substantial quality. Organic wood products for decorative architectural elements and / or siding should be discouraged; and,
  - 5) Flat or corrugated sheet metal shall not be used for exterior siding material.
- d) All street side elevations of a structure shall provide visual interest by incorporating overhanging eaves, recessed windows, or other building details.



- e) The building materials of a project shall be durable and require low maintenance.
- f) Windows should be balanced, equally-spaced and equally-proportioned in the building mass. All windows on a home shall comply with at least one of the two requirements below:
  - 1) Windows shall be recessed a **minimum of 2"** from the face of the adjacent wall plane; or,
  - 2) Windows shall have style-appropriate trim detail at the sill, head, and jambs. Windows with no recess or no trim are not allowed.
- g) Window treatments shall have an Architectural theme that is carried through on all sides of the structure.
- h) An all-weather, hard surfaced, covered outdoor rear patio area of not less than five (5) percent of the home square footage for any single-family detached home on a lot eighteen thousand (18,000) square feet or less. The rear patio shall not be less than six (6) feet in depth and shall be designed to be integrated with the architecture of the home, including the primary structure material, colors and roof design, and be appropriately related to open areas of the lot for the purpose of providing suitable outdoor living space to supplement the limited interior spaces.
- i) Canopies and awnings should be attached to any home and patios can be enclosed and used for recreation or sun room purposes. When enclosed for living purposes, such shall be

considered as part of the home and a permit required, issued by the Planning Administrator, before such enclosure can be used for living purposes.

- j) Windows and doors should be in proportion to one another, and aligned on each elevation to bring a sense of order.



- k) A durable, low-maintenance roof consisting of non-reflective materials customarily used for residential construction shall be provided, and if following a traditional architectural style, in accordance with the defining characteristic as shown in Section DS.2 of this document.
- l) *Garage Frontage and Location.*
  - 1) Front loaded garages shall be recessed a minimum of five feet (**5**) from the livable, side turned garage, or covered front porch area of the building to provide interest and relief from the street.
  - 2) Significantly recessed garages, detached garages, and side entry garages are encouraged.
  - 3) A minimum of three (3) distinctly different garage door designs shall be provided as a standard feature for all plans of production homes.
  - 4) In the R1-5 and R1-7 zoning districts, the garages should be varied in order to reduce repetition and prevent monotony. Variations may include orientation, change in garage plane, and / or alternative architectural and material treatments.

- 5) The garage shall match the architectural style, roof type, and material palette of the primary structure.
- 6) Vehicular access to rear yards with sufficient space to store cars, small boats and recreational vehicles should be provided wherever possible. Storage areas shall be completely screened through the use of masonry fence walls, solid gates and landscaping.
- 7) RV garages and oversize garage doors should be set back at least ten (10) feet from the primary structure.

m) *Garage Dominance.* Homes and buildings in Queen Creek should have a timeless look to their architecture, and should not be dominated by large garage doors on the front of the home or building. Garages have become a desirable element of modern homes and are used for both parking and storage. Because garages often are accessed by a single door sixteen feet (16') wide or wider, their appearance can easily dominate the entire façade of a home especially on smaller, narrower homes or buildings. While a home or building need not go to extraordinary measures to hide a garage door, the use of the following techniques are recommended to minimize their appearance.

- 1) The front elevation shall prominently feature an entrance for persons rather than automobiles through superior design. Garage doors shall be de-emphasized and not be the most prominent architectural feature of the house.
- 2) Front loaded garages shall be recessed by a minimum of five feet (5') from the livable, side turned garage or covered front porch area of the building in order to provide interest and relief for the streetscape.
- 3) Provide engaging architecture on the rest of home (covered porch, large recessed picture window with brick sill

or tile surround, stone or brick veneer).

- 4) Avoid ornate detailing (such as a Mission parapet) on the garage mass. Remove decorative detail (brick or stone wainscot) from the garage mass and add it on the livable mass of the home.



- 5) Provide one and a half or two story massing so that the garage is a smaller part of the overall front façade of the home.
- 6) When style appropriate provide balcony or deck on the second level to provide interest over the garage.



- 7) Avoid large gables over the garage. Use hip roofs, shed roofs or flat roofs instead to minimize the garage massing.
- 8) Turn the garage ninety degrees to the street and make the front façade

appear as a livable portion of the home.



- 9) When possible accentuate it with massing (tower), color, lighting and architectural detail.
- 10) Provide coach house details to the garage door so that it appears to be wooden or style appropriately divided into smaller elements. Avoid a single large blank element.
- 11) Provide a pergola (trellis, lattice, or arbor) above the garage door to vary the shade and shadowing on the door.



- 12) Deeply recess the door twelve to twenty-four inches (**12" - 24"**) with an appropriate sized beam or structural element to hold up the home or roof over the large opening in historic building techniques.
- 13) Use two single car garage doors rather than one two-car garage door to create smaller massing.
- 14) Use pavers or decorative paving to break up or reduce the visual impact

and glare from a typical concrete driveway.

- 15) Make the door color match or darker than the body color of the home so that it recedes visually. Do not use accent colors on the garage door.

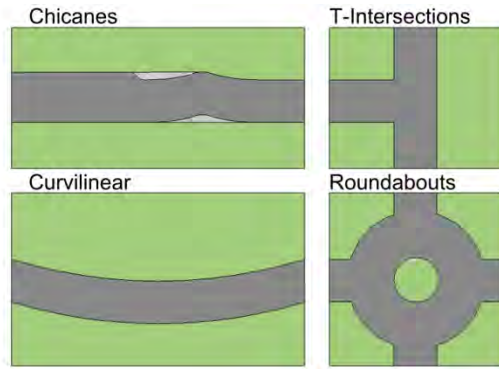
#### 4. *Open Space.*

- a) Turf shall be utilized for active open space within a neighborhood.
- b) The use of turf is discouraged in areas of passive open space and along streets.
- c) Refer to Section 5.5 of the Zoning Ordinance for Open Space Requirements.
- d) Tot Lots or playground equipment shall be centrally located for ease of accessibility for the neighborhood and be covered by shade structures or mature landscaping.



#### 5. *Access and Circulation.*

- a) T-type intersections are encouraged on local streets.
- b) Pedestrian connectivity should not be impeded if cul-de-sac streets are utilized
- c) Local streets shall be curvilinear if exceeding over one-thousand (1,000) feet in length or shall utilize traffic calming measures such as chicanes, chokers, and roundabouts.



- d) Flag lots in residential subdivisions may be permitted so long as sufficient fire safety access is provided, subject to review and approval by the Planning Administrator.

**E. Manufactured / Modular Homes.**

1. Any manufactured or modular home on an individual lot shall conform to the same building setback standards, side and rear yard requirements, standards for enclosures, access, vehicle parking, and square footage standards and 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

## ARTICLE 2 – ADMINISTRATION AND ENFORCEMENT

- 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;
  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

## ARTICLE 2 – ADMINISTRATION AND ENFORCEMENT

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 person and fill the vacancy thereby created as soon as practicable;
8. *Recording Secretary or Designee.* The Planning Administrator or designee, shall serve as the recording secretary to serve the Commission. The secretary shall keep minutes of all proceedings of the

**ORDINANCE NO. 837-24**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING ARTICLE 2.4 “PLANNING COMMISSION” OF THE TOWN OF QUEEN CREEK ZONING ORDINANCE, AS DESCRIBED IN EXHIBIT A ATTACHED HERETO AND AMENDING ARTICLE DS.4 “SINGLE FAMILY RESIDENTIAL STANDARDS” OF THE TOWN OF QUEEN CREEK DESIGN STANDARDS, AS DESCRIBED IN EXHIBIT B ATTACHED HERETO, IN ACCORDANCE WITH PLANNING CASE P24-0043.**

**WHEREAS**, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

**WHEREAS**, Article 3, ZONING PROCEDURES, Section 3.4 AMENDMENT AND REZONING, establishes the authority and procedures for amending the Zoning Ordinance; and

**WHEREAS**, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on May 8, 2024; and

**WHEREAS**, the Planning and Zoning Commission voted.

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

**Section 1:** The Queen Creek Zoning Ordinance – Article 2.4 Planning Commission is amended as set forth and referenced to as “Exhibit A”, and incorporated herein.

**Section 2:** The Queen Creek Design Standards, – Article DS.4 Single Family Residential Standards is amended as set forth and referenced to as “Exhibit B”, and incorporated herein.

**Section 3:** If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Zoning Ordinance or Design Standards are 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 4:** At least one paper copy and one electronic copy of this Ordinance and Exhibit(s) are to be filed with the Town Clerk.

**PASSED AND ADOPTED** by the Common Council of the Town of Queen Creek, Arizona, this 15<sup>th</sup> day of May, 2024.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

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Julia Wheatley, Mayor

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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

**Exhibit A**

## ARTICLE 2 – ADMINISTRATION AND ENFORCEMENT

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- 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.
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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;
  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

## ARTICLE 2 – ADMINISTRATION AND ENFORCEMENT

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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;
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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 person and fill the vacancy thereby created as soon as practicable;
8. *Recording Secretary or Designee.* The Planning Administrator or designee, shall serve as the recording secretary to serve the Commission. The secretary shall keep minutes of all proceedings of the

**Exhibit B**

located in various locations throughout a residential community containing multiple individually locked mailboxes and parcel compartments. All CBU's shall be designed to include a decorative enclosure on five sides that is constructed of a combination of decorative stone veneer, stucco, brick/block materials, etc. to complement the architectural design theme, monumentation and walls of the neighborhood.



## K. Buffering and Transitions

1. The General Plan Land Use Categories Table and Land Use Requirements Table require some land uses to incorporate appropriate measures to create a compatible transition between adjacent properties using buffering strategies such as open space buffers, roadways, and compatible lot sizes to be determined through the rezoning and site planning process. Development applications should incorporate buffering strategies based on the characteristics of the property and the surrounding area to meet the General Plan transition requirement. The Buffer and Transition Manual identifies some buffering strategies that may be incorporated including, but not limited to:

- a) Compatible Lot Widths
  - b) Transitioning lot sizes or transitioning densities
  - c) Additional setbacks
  - d) Open space or landscaping
  - e) Roadways
  - f) Building setbacks and line of sight demonstration
  - g) Quality building design and construction techniques
  - h) Comparable building height
  - i) Nuisance use restrictions
2. Other buffering strategies not listed may be incorporated into a project to meet the intent of the General Plan transition requirement.
  3. Buffering techniques will be reviewed on a case-by-case basis and depending on the context, scale, and use of the project or unique circumstances, more than one buffer type may be required to satisfy the requirements of the General Plan.

## DS. 4 Single-Family Residential Standards

- A. *Purpose.* The purpose of this Section is to guide architectural integrity in order to assure that these neighborhoods are sustainable and continue to make a positive contribution to the community in the years to come. Neighborhoods designed according to these principles increase in value as they mature, rather than requiring ongoing public reinvestment that is often needed in poorly designed neighborhoods where there is little pride of ownership and lack of property maintenance. The purposes of these provisions are:

1. To supplement the zoning regulations applied to site built, modular and manufactured homes with additional

# TOWN OF QUEEN CREEK DESIGN STANDARDS

standards and procedures which will promote a satisfactory living environment for residents of single family homes, and encourage a mix of homes and other types of housing within the Town;

2. To permit greater diversity in the types of housing communities; and,
3. To ensure that all new single family dwellings are compatible with other forms of housing.
4. To create attractive, enduring and sustainable neighborhoods.

## B. *Applicability.*

1. These Standards apply to all new single-family structures on individual lots, including new subdivisions, custom homes and master planned communities. These Standards do not apply to subdivisions or master planned communities with approved development agreements, the conditions of which would preclude the ability to fully comply with these guidelines. These Standards are provided for the use of homeowners, builders, contractors, designers, Town staff and Town decision makers.
2. Small-scale development may propose alternative design standards to the Planning Administrator. Alternative design standards may include design character and features from previously approved developments adjacent to proposed small-scale development.

## C. *Residential Design Review Application/Approval Process.*

1. Prior to submitting an application for Design Review approval the applicant shall attend a Pre-Application Meeting with a representative of the Development Services Department.
2. Applications for Design Review shall be filed with the Development Services Department on form(s) provided and shall include all of the information identified in the application form(s), Design Regulations, and any other data

that may be required by the Planning Administrator that is needed for review of the application.

3. Applications shall be signed by the property owner(s) or an authorized agent of the property owner(s) and all applicable fees shall be paid when applications are submitted.
4. The Planning Administrator shall review the application submittal for compliance with all applicable guidelines within this ordinance. The approval of said application shall be in accordance with Article 3, Section 3.3.C and 3.3.D.2 of the Town Zoning Ordinance.
5. In the event of a denial, no development activities shall be authorized until a new application for Design Review approval has been submitted and approved.

6. The approval date of the Design Review approval shall be the date on which the application was approved by the Planning ~~Commission~~ Administrator. Design Review approvals are tied to other development approvals (i.e. Building Permit, Standard Plan Building Permit Review), which will be identified in the notification of Design Review approval.

7. Residential Design Review applications shall meet all applicable Design Guidelines, standards, and ordinances. If a Residential Design Review application does not meet all applicable requirements as determined by the Planning Administrator, the Residential Design Review application shall be required to be reviewed and approved by the Planning Commission.

~~6-8.~~ Appeals. Any Residential Design Review application approval, conditional approval and / or denial may be appealed to the Town Council by an aggrieved party, subject to the procedures set forth in Section 3.1.G of the Zoning Ordinance.

~~7-9.~~ Amendments to previously approved Design Review Applications. Up to two (2) additional production home plans may be approved by the Planning Administrator if the proposed plans are in substantial conformance with the initial

# TOWN OF QUEEN CREEK DESIGN STANDARDS

submittal. No more than two (2) additional plans shall be approved per calendar year.

## D. *Design Guidelines.*

1. *Neighborhood Character.* Each neighborhood type (Rural/Estate, Suburban and Urban) has a unique character based on the existing landscape, topography, lot size and development pattern. Guidelines are provided to communicate the three primary types of neighborhood character found in Queen Creek. The balance between manmade and landscape elements will also help to reinforce each type of character.

a) In Rural and Estate Neighborhoods (A-1, R1-190, R1-145, R1-108, R1-54, R1-43), the balance between the buildings and landscaping should substantially favor the landscaping. In general, open space and vegetation dominate; architectural and man-made elements are apparent, but secondary. Rural uses, such as horses and view fencing, hedgerows along property boundaries and generous setbacks from the street will visually contribute to the rural and estate character.



b) In Suburban Neighborhoods (R1-35, R1-18, R-15, R1-12), the man-made and open space elements of the community should be balanced. Internal open space and external transitioning shall be maximized to provide the necessary balance with the man-made elements. Setbacks for and between buildings and along public ways become more pronounced. Solid

fencing or walls should be partially limited, with the area adjacent to the community open space in a partial-view style of fencing.

c) In Urban Neighborhoods (R1-9, R1-7, R1-5, and R1-4), architecture and the man-made elements are the predominant features and thus must be carefully crafted to avoid becoming generic and stale in form. Setbacks for and between buildings are reduced proportionately to the size of the lots. Front yards may be reduced and street presence becomes more prominent for porches and architectural elements if the garage/auto area is proportionately recessed from the street. Privacy is generally obtained in the interior spaces of small walled courtyards or fenced yards. Sufficient open space shall be provided between or within developments for effective contrast and balance to the buildings and the land.



2. *Streetscape.* It is the street that defines the character of the neighborhood. Therefore guidelines have been created to introduce sufficient variety to create interest without becoming excessive to the point of creating a chaotic street scene. It is also important to create a clear transition from the public space of the street to the private space of the home. Clearly identifying paths for people to move through this sequence creates space that enhances community while maintaining privacy. The following streetscape guidelines shall apply:

a) A customized entrance should be provided at the entry street intersecting the arterial or major collector which



should include architectural features such as, water feature, sculpture, monument signage, special landscaping, specialty pavement, enhanced fence wall details or a boulevard median.

- b) Production home builders are required to provide landscaping in all planted areas within the front yards of single-family detached home lots prior to a certificate of occupancy.
- c) For model home complexes, production home builders are required to:

- 1) Offer at least three (3) significantly different front yard landscape options per plan, one of which shall be a low-water usage xeriscape option.
- 2) The use of drought-tolerant trees, shrubs and groundcovers is required.
- 3) The predominant use of grass is prohibited. Limit turf areas (including artificial turf) to a maximum of 30 percent of the total lot. Where turf is provided, the grass area should be large enough to be useable and watered efficiently.
- 4) Model home complex parking lots shall contain trees and landscaping consistent with the landscape design of the lots that contain the model homes. Landscaping should be used to screen and soften the parking areas and long expanses of privacy walls.

- d) Repetitious elevations shall be avoided. The same elevations shall not be utilized across from or adjacent to each other. A sufficient number of plans to create variety and diversity shall be provided. All tract home subdivisions shall have a minimum of four (4) floor plans with three (3) unique elevations per floor plan. Unique elevations shall be structurally different with different roof types facing the street as described in subsection DS. 4. C. 2. e below.

- e) Monotonous, uniform roof forms shall be avoided. Roof forms shall be varied

by incorporating different building heights and / or ridgeline orientation.



- f) The front elevation shall feature a pedestrian scaled entry which is clearly visible when standing at the front property line. Pedestrian scaled entry may include gates, arbors, portal, and similar features with courtyard forward plans.
- g) Color in new subdivision development :

- 1) The primary exterior body colors should be neutral earthy colors. No bright, bold or primary colors shall be used for primary body colors. The trim and accent colors should complement the primary body color.
- 2) A minimum of seven (7) distinct combinations of colors and roof materials shall be provided to further promote visual interest. There shall not be a predominant singular color. Less color combinations may be considered in smaller subdivisions.



- h) Open gable roofs emphasizing the lack of detail should be avoided. The home shall have a pitched roof with a slope of not less than 3:12 pitch. The exception to the roof pitch requirements is for Santa Fe/Pueblo or other flat roof

dominant architectural styles. The roof overhang shall not be less than one (1) foot measured from the vertical side of the dwelling unit. When carports, garages, porches or similar structures are attached as an integral part of the dwelling unit, the Planning Administrator may waive the eave requirement.

- i) Development should provide visual interest through the use of accent materials (such as stone or brick veneer) such that the application replicates the authentic means of construction (for example, all visible sides of an architectural element are covered as if the entire element was constructed of masonry). When continuing the material around a corner from a front to side elevation, it should be terminated by an architectural element such as an offset, column, intersecting wall or fence.
- j) All on-lot fencing facing a public street should be designed to match the **standard plan's** materials and primary color or that of the subdivision theme wall.
- k) Driveways for three-car or larger forward-facing garages shall incorporate alternative paving design elements stamped concrete, concrete engraving, intricately sawed or grooved patterns, concrete pavers, and colored concrete to soften the appearance of large impervious surfaces.
- l) Alley loaded garages are encouraged, especially for small lot subdivisions.



### 3. *Building Design.*

- a) All residential buildings shall have a permanent foundation and a garage to store a minimum of two (2) vehicles. Interior dimensions of a garage shall be a minimum of twenty (20) feet wide by twenty (20) feet deep.
- b) The dwelling unit shall have a garage with roofing and siding complimentary to the primary structure.
- c) The dwelling shall be covered by an exterior material of a color, material, and appearance that is compatible with those of existing single-family dwellings including, but not limited to, the following:
  - 1) Residential cementation lap siding; brick, stone or masonry veneer;
  - 2) Frame or block stucco siding; skip trowel preferred;
  - 3) Other siding materials which are determined by the Planning Administrator to be compatible with the above-referenced materials;
  - 4) The building materials of a project shall be durable, require low maintenance, and be of a substantial quality. Organic wood products for decorative architectural elements and / or siding should be discouraged; and,
  - 5) Flat or corrugated sheet metal shall not be used for exterior siding material.
- d) All street side elevations of a structure shall provide visual interest by incorporating overhanging eaves, recessed windows, or other building details.



- e) The building materials of a project shall be durable and require low maintenance.
- f) Windows should be balanced, equally-spaced and equally-proportioned in the building mass. All windows on a home shall comply with at least one of the two requirements below:
  - 1) Windows shall be recessed a **minimum of 2"** from the face of the adjacent wall plane; or,
  - 2) Windows shall have style-appropriate trim detail at the sill, head, and jambs. Windows with no recess or no trim are not allowed.
- g) Window treatments shall have an Architectural theme that is carried through on all sides of the structure.
- h) An all-weather, hard surfaced, covered outdoor rear patio area of not less than five (5) percent of the home square footage for any single-family detached home on a lot eighteen thousand (18,000) square feet or less. The rear patio shall not be less than six (6) feet in depth and shall be designed to be integrated with the architecture of the home, including the primary structure material, colors and roof design, and be appropriately related to open areas of the lot for the purpose of providing suitable outdoor living space to supplement the limited interior spaces.
- i) Canopies and awnings should be attached to any home and patios can be enclosed and used for recreation or sun room purposes. When enclosed for living purposes, such shall be

considered as part of the home and a permit required, issued by the Planning Administrator, before such enclosure can be used for living purposes.

- j) Windows and doors should be in proportion to one another, and aligned on each elevation to bring a sense of order.



- k) A durable, low-maintenance roof consisting of non-reflective materials customarily used for residential construction shall be provided, and if following a traditional architectural style, in accordance with the defining characteristic as shown in Section DS.2 of this document.
- l) *Garage Frontage and Location.*
  - 1) Front loaded garages shall be recessed a minimum of five feet (**5'**) from the livable, side turned garage, or covered front porch area of the building to provide interest and relief from the street.
  - 2) Significantly recessed garages, detached garages, and side entry garages are encouraged.
  - 3) A minimum of three (3) distinctly different garage door designs shall be provided as a standard feature for all plans of production homes.
  - 4) In the R1-5 and R1-7 zoning districts, the garages should be varied in order to reduce repetition and prevent monotony. Variations may include orientation, change in garage plane, and / or alternative architectural and material treatments.

- 5) The garage shall match the architectural style, roof type, and material palette of the primary structure.
- 6) Vehicular access to rear yards with sufficient space to store cars, small boats and recreational vehicles should be provided wherever possible. Storage areas shall be completely screened through the use of masonry fence walls, solid gates and landscaping.
- 7) RV garages and oversize garage doors should be set back at least ten (10) feet from the primary structure.

m) *Garage Dominance.* Homes and buildings in Queen Creek should have a timeless look to their architecture, and should not be dominated by large garage doors on the front of the home or building. Garages have become a desirable element of modern homes and are used for both parking and storage. Because garages often are accessed by a single door sixteen feet (16') wide or wider, their appearance can easily dominate the entire façade of a home especially on smaller, narrower homes or buildings. While a home or building need not go to extraordinary measures to hide a garage door, the use of the following techniques are recommended to minimize their appearance.

- 1) The front elevation shall prominently feature an entrance for persons rather than automobiles through superior design. Garage doors shall be de-emphasized and not be the most prominent architectural feature of the house.
- 2) Front loaded garages shall be recessed by a minimum of five feet (5') from the livable, side turned garage or covered front porch area of the building in order to provide interest and relief for the streetscape.
- 3) Provide engaging architecture on the rest of home (covered porch, large recessed picture window with brick sill

or tile surround, stone or brick veneer).

- 4) Avoid ornate detailing (such as a Mission parapet) on the garage mass. Remove decorative detail (brick or stone wainscot) from the garage mass and add it on the livable mass of the home.



- 5) Provide one and a half or two story massing so that the garage is a smaller part of the overall front façade of the home.
- 6) When style appropriate provide balcony or deck on the second level to provide interest over the garage.



- 7) Avoid large gables over the garage. Use hip roofs, shed roofs or flat roofs instead to minimize the garage massing.
- 8) Turn the garage ninety degrees to the street and make the front façade

appear as a livable portion of the home.



- 9) When possible accentuate it with massing (tower), color, lighting and architectural detail.
- 10) Provide coach house details to the garage door so that it appears to be wooden or style appropriately divided into smaller elements. Avoid a single large blank element.
- 11) Provide a pergola (trellis, lattice, or arbor) above the garage door to vary the shade and shadowing on the door.



- 12) Deeply recess the door twelve to twenty-four inches (12" - 24") with an appropriate sized beam or structural element to hold up the home or roof over the large opening in historic building techniques.
- 13) Use two single car garage doors rather than one two-car garage door to create smaller massing.
- 14) Use pavers or decorative paving to break up or reduce the visual impact

and glare from a typical concrete driveway.

- 15) Make the door color match or darker than the body color of the home so that it recedes visually. Do not use accent colors on the garage door.

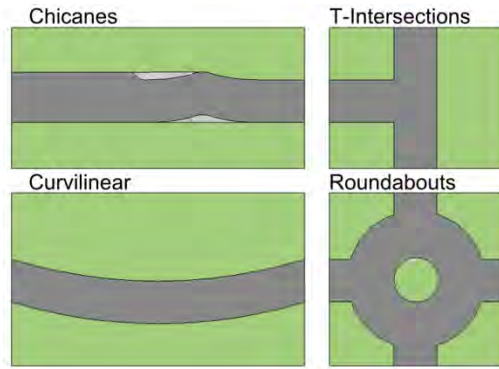
#### 4. *Open Space.*

- a) Turf shall be utilized for active open space within a neighborhood.
- b) The use of turf is discouraged in areas of passive open space and along streets.
- c) Refer to Section 5.5 of the Zoning Ordinance for Open Space Requirements.
- d) Tot Lots or playground equipment shall be centrally located for ease of accessibility for the neighborhood and be covered by shade structures or mature landscaping.



#### 5. *Access and Circulation.*

- a) T-type intersections are encouraged on local streets.
- b) Pedestrian connectivity should not be impeded if cul-de-sac streets are utilized
- c) Local streets shall be curvilinear if exceeding over one-thousand (1,000) feet in length or shall utilize traffic calming measures such as chicanes, chokers, and roundabouts.



- d) Flag lots in residential subdivisions may be permitted so long as sufficient fire safety access is provided, subject to review and approval by the Planning Administrator.

E. *Manufactured / Modular Homes.*

1. Any manufactured or modular home on an individual lot shall conform to the same building setback standards, side and rear yard requirements, standards for enclosures, access, vehicle parking, and square footage standards and 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



TOWN OF  
**QUEEN CREEK**  
ARIZONA

12.A

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** BRUCE GARDNER, TOWN MANAGER  
**FROM:** SCOTT MCCARTY, FINANCE DIRECTOR  
**RE:** PUBLIC HEARING ON THE TOWN'S LAND USE ASSUMPTIONS AND  
INFRASTRUCTURE IMPROVEMENT PLAN ASSOCIATED WITH THE DEVELOPMENT  
IMPACT FEE UPDATE.  
**DATE:** May 15, 2024

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**Suggested Action:**

No motion is needed. The item is a public hearing.

**Relevant Council Goal(s):**

- Effective Government: KRA Financial Management, Internal Services & Sustainability
- Superior Infrastructure - Capital Improvement Program

**Discussion:**

Development impact fees are an integral part of the Town's ability to build the necessary infrastructure associated with new development. These fees are paid by new development (not existing residents and businesses) and are intended to offset the cost of capital improvements related to growth. The accurate assessment of these fees is critical to the Town's financial sustainability by ensuring costs are fairly paid by both existing and new residents and businesses. The objective is to prevent existing taxpayers from subsidizing the cost of growth, while ensuring developers pay no more than their fair share (i.e. "growth pays for growth").

The Town has four impact fees (police, fire & medical, transportation and parks & trails) that must be updated at this time. State law is very prescriptive regarding the process to update development impact fees. State law requires the Land Use Assumptions (LUA) and Infrastructure Improvement Plans (IIP) be updated at least every five years. The Town last updated its LUA and IIP on July 17, 2019. As such, we are on a tight timeline to complete this update before the five years expires. Approval of the updated LUA and IIPs is scheduled for the June 19, 2024, Town Council meeting.

The process to update development impact fees is outlined in state law and involves a process that takes about a year to complete. It is a two-step process. One, adopting the Land Use Assumptions and Infrastructure Improvement Plans and two, calculating the fees. Town staff does not expect the new fees to be implemented before February 2025. The proposed calendar for the first step is shown below which culminates at the June 19<sup>th</sup> Town Council meeting when the Land Use Assumptions and Infrastructure Improvements Plans are adopted. The Town is early in the process.

**Proposed Impact Fee Update Schedule**

<b>Action</b>	<b>Date</b>
Review Land Use Assumptions and Infrastructure Improvement Plan	March 6, 2024 Council Meeting
Publish Land Use Assumptions and Infrastructure Improvement Plan and Provide Notice of Public Hearing	March 7, 2024
Conduct Public Hearing #1 on Land Use Assumptions and Infrastructure Improvement Plan	May 15, 2024 Council Meeting
Approve Land Use Assumptions and Infrastructure Improvement Plan	June 19, 2024 Council Meeting

Unique to the Town’s process, we use our Development Impact Fee Focus Group to obtain stakeholder feedback during the process. The Focus Group consists of stakeholders including a representative from the Home Builders Association of Central Arizona, land use attorneys, developers, landowners, and home builders. The attached presentation summarizes the feedback received from the Focus Group thus far and we hope that members will speak at the public hearing.

**Land Use Assumptions**

The schedule below summarizes the Land Use Assumptions for the 10-year planning required under state law. These projections show that the Town is expected to continue its strong growth across all five types of land use. The most impactful is the fact we expect our population to grow by ~52K (66%) over the next ten years, from 76.5K to 128.3K.

<b>Land Use Category</b>	<b>Existing Inventory</b>	<b>10-Year Projection</b>	<b>10-Year Increase</b>	<b>% Increase</b>
1.Single-Family Homes	23,387	35,803	11,916	50%
2.Multi-Family Homes	2,879	6,968	4,089	142%
3.Commercial (Square Feet)	4.6M	6.9M	2.3M	50%
4.Office / Other (Square Feet)	1.4M	2.2M	0.8M	50%
5.Industrial (Square Feet)	0.6M	0.9M	0.3M	50%

**Infrastructure Improvement Plans**

To meet these expected growth projections, the Town has corresponding aggressive infrastructure improvement plans for all four fees as well. The schedule below summarizes these plans. The proposed plans total \$686.5M and represent a \$445.5M increase over the current plans. For example, the current Police IIP was very small as compared to the proposed \$144.1M plan because we are only a few years into creating our own police department. Additionally, all costs have been affected by



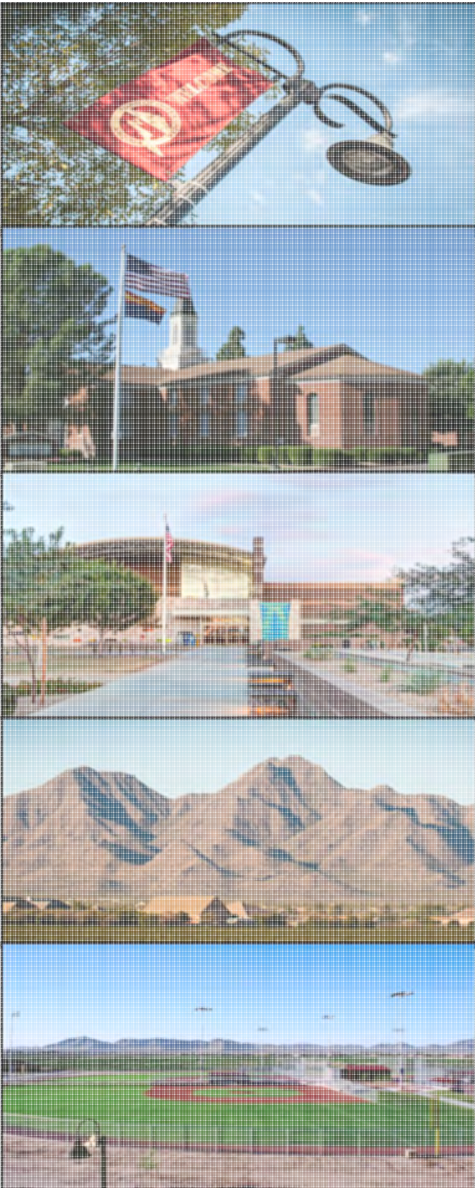
the large, unit cost increases experienced over the last several years because of inflation and supply chain issues.

	<b>Current</b>	<b>Proposed</b>	<b>\$</b>
<b>Impact Fee</b>	<b>IIP</b>	<b>IIP</b>	<b>Increase</b>
Police	\$2.8M	\$144.1M	\$141.3M
Fire & Medical	\$27.5M	\$67.9M	\$40.4M
Streets	\$147.1M	\$196.8M	\$49.7M
Parks	\$57.0M	\$266.2M	\$209.2M
Trails	\$6.6M	\$11.5M	\$4.9M
<b>TOTAL</b>	<b>\$241.0M</b>	<b>\$686.5M</b>	<b>\$445.5M</b>

*NOTE. The proposed fee update will break out the current "Parks & Trails" fee into separate fees.*

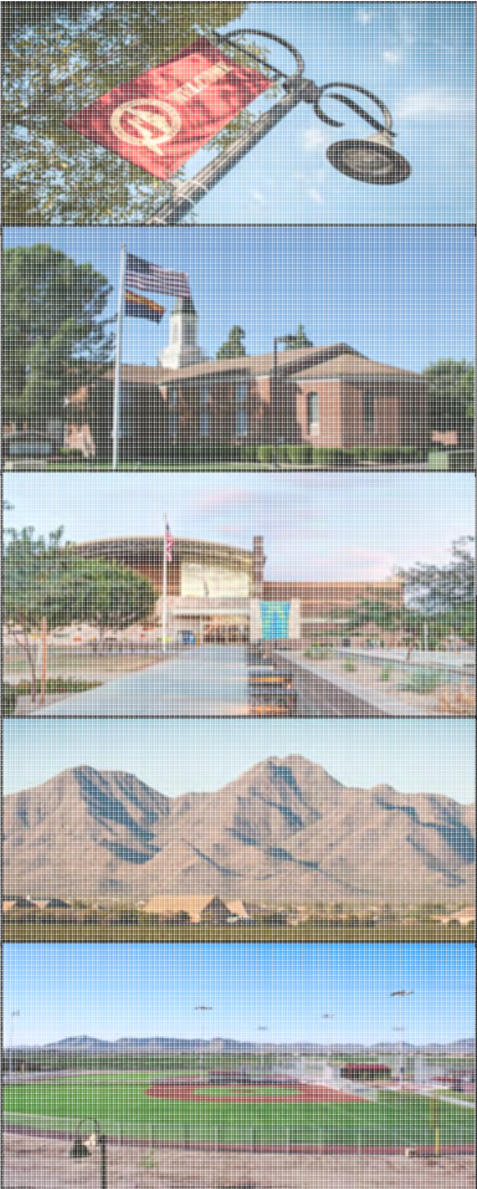
**Attachment(s):**

1. [Presentation](#)



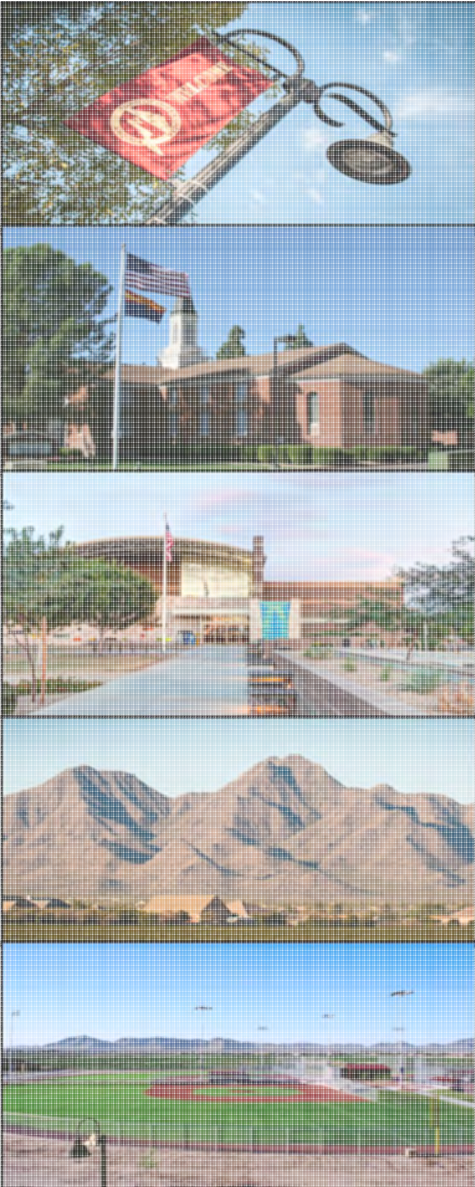
**Public Hearing:  
Development Impact Fees  
Land Use Assumptions and Infrastructure  
Improvement Plans**

Town Council Meeting  
May 15, 2024

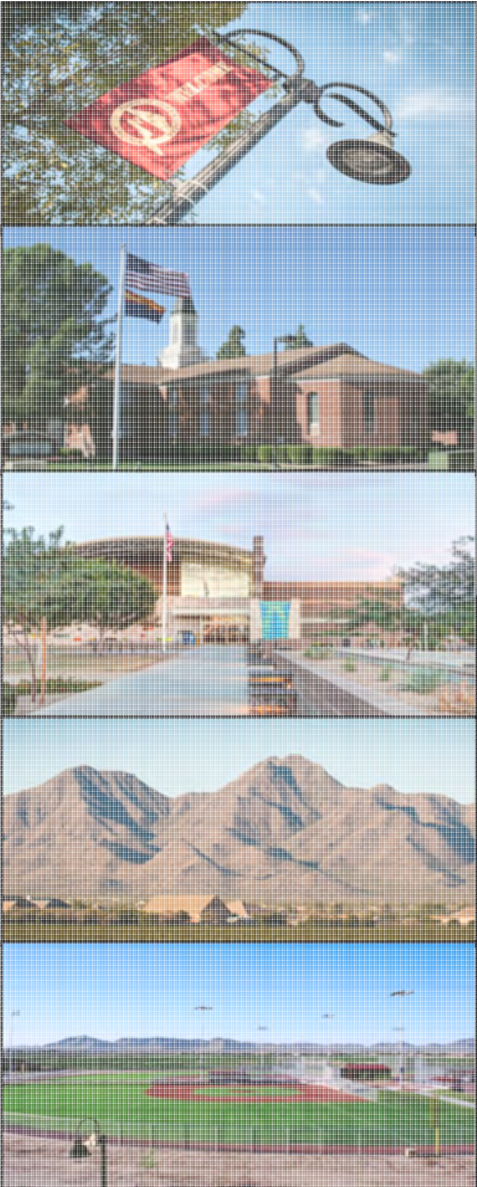


# Purpose of Presentation

1. Review Proposed Calendar
2. Review the Development Impact Fee Program
3. Discuss Land Use Assumptions
4. Discuss the Infrastructure Improvement Plans
5. Discuss Focus Group Feedback
6. Discuss Next Steps
7. Conduct the Public Hearing

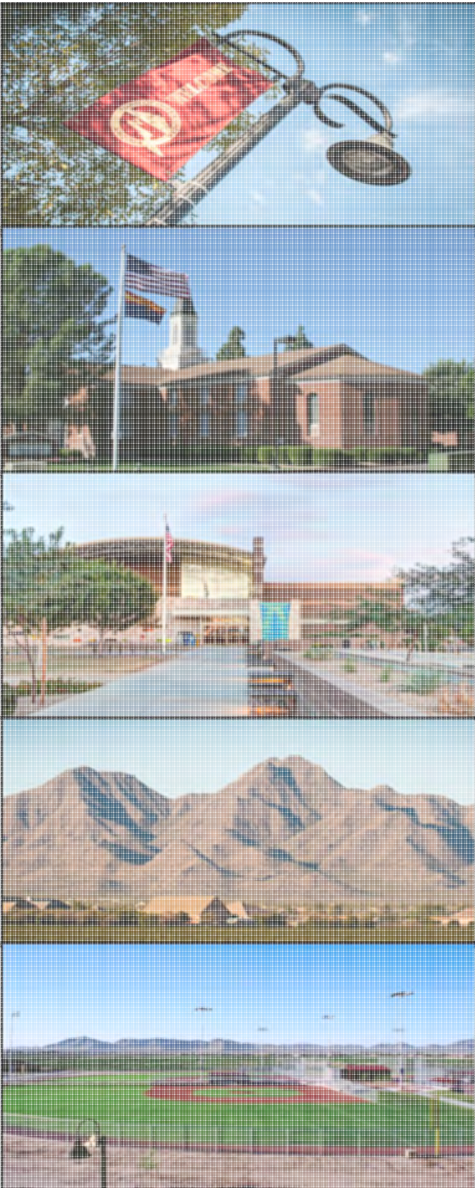


# 1. Review the Proposed Calendar (2-Step Process)



# Appropriate Questions

1. How Much Does It Cost?
2. What is Being Built?
3. When is It Being Built
4. Why is It Being Built?
  - Existing Needs vs. Needs from Growth
5. How is It Paid For (Financed)?
6. Who Will Pay For It?
  - Existing Needs: Operating Budget
  - Needs from Growth: Impact Fees and 2% Dedicated Construction Sales Tax



# Roles and Responsibilities

## Staff and Consultant

- Land Use Assumptions (LUA)
- Infrastructure Improvement Plan (IIP)
- Calculate Maximum Allowable Fees

## Town Council

- Determine Allocation of 2% Dedicated Construction Sales Tax
- Set Development Impact Fee Amounts

# Proposed Calendar

## Step 1: *LUA and IIP Approval*

Step #	Step	Date
1	Review Land Use Assumptions and Infrastructure Improvement Plan	March 6, 2024 Town Council Meeting (1 of 6)
2	Publish Land Use Assumptions and Infrastructure Improvement Plan	March 7, 2024
	60-Day Notice Period (Public Outreach and Collaboration Period) Focus Group Meetings	May 2 and 13
3	Public Hearing #1 RE. Land Use Assumptions and Infrastructure Improvement Plan	May 15, 2024 Town Council Meeting (2 of 6)
	30 to 60-Day Waiting Period Focus Group Meeting	May 30 and June 18
4	Approve Land Use Assumptions and Infrastructure Improvement Plan	June 19, 2024 Town Council Meeting (3 of 6)

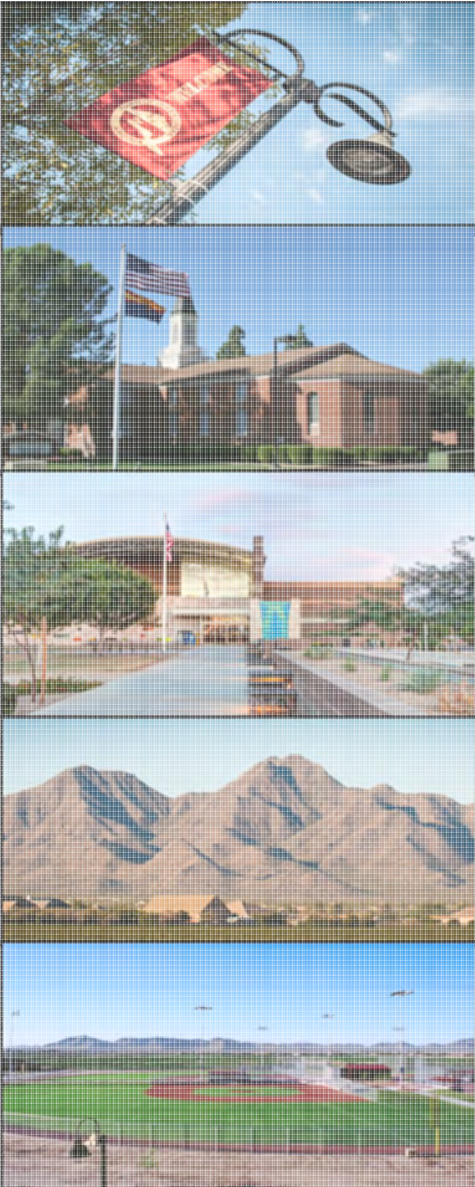


# Proposed Calendar

## Step 2: *Fee Update*

Step #	Step	Date
4	Approve Notice of Intent to Assess Development Impact Fees	August 7, 2024 Town Council Meeting (4 of 6)
5	Publish Notice of Intention to Adopt Development Impact Fees	August 8, 2024
	30-Day Notice Period	
6	Public Hearing #2 RE. Development Impact Fee Study	October 16, 2024 Town Council Meeting (5 of 6)
	30 to 60-Day Waiting Period	
7	1. Adopt Development Impact Fee Study 2. Adopt Economic Market Alignment Study	November 20, 2024 Town Council Meeting (6 of 6)
	75-Day Waiting Period	
8	Development Impact Fee Effective Date	<b>Not Before February 2025</b>





## 2. Review the Development Impact Fee Program

# Development Impact Fees

- One-Time Payments Assessed to New Development to Help Pay their Proportionate Share of Infrastructure Costs Caused by New Development
- “Growth Pays for Growth”
- Existing Residents and Businesses DO NOT Pay Impact Fees
- Fees Must be Prepared by a Consultant (per State Law)
- “Year Long Process” to Set and Update Fees (per State Law)
  1. Uses a 10-Year Planning Period
  2. Set Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP)
  3. Calculate “Maximum Supportable Fee”

# Development Impact Fees

(concluded)

- Must be Updated at Least Every 5 Years
  - Current Fee Effective Date: February 10, 2020
    - LUA and IIP Approved: July 17, 2019
  - More Frequent Updates Expected in the Future
- Construction Sales Tax
  - Direct Reduction of Growth Costs BEFORE Calculating Impact Fees
- Critical to Funding the Town's Infrastructure
  - Town Does Not Have a Voter-Approved Property Tax for Infrastructure

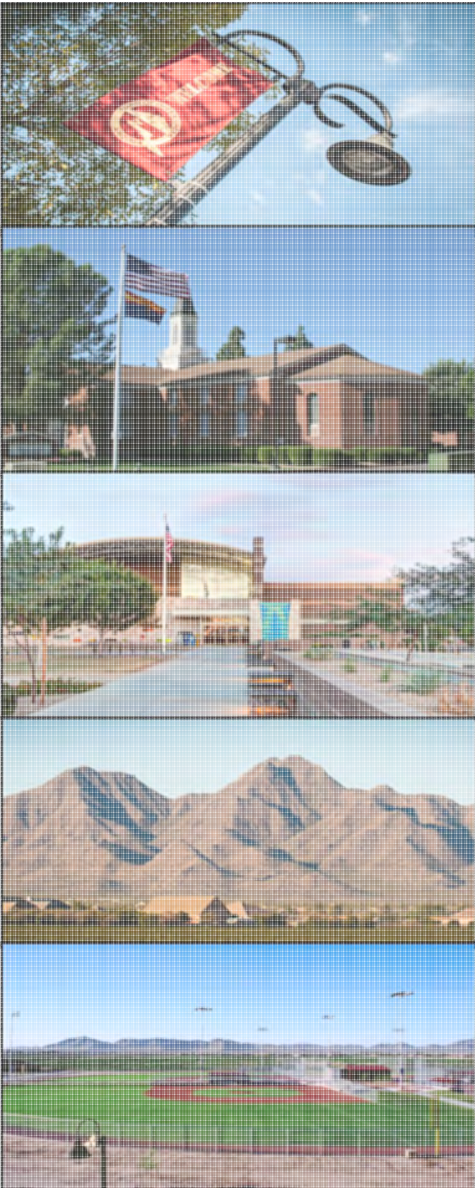
# Development Impact Fees

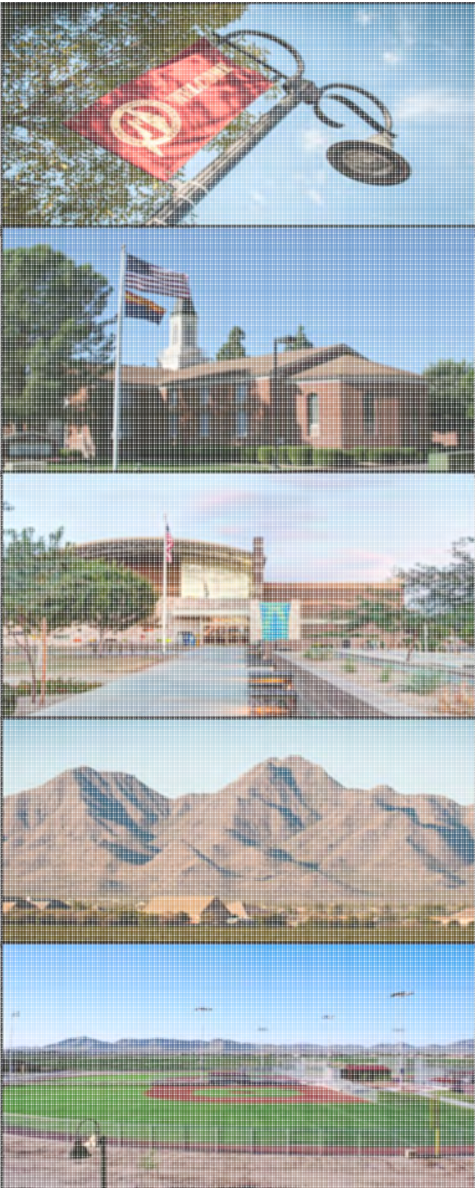
## ■ 4 Impact Fees are Being Updated Now

1. Police
2. Fire & Medical
3. Streets
4. Parks and Trails

## ■ 2 Impact Fees Have Been Eliminated (Paid Off)

1. Town Facilities
2. Library

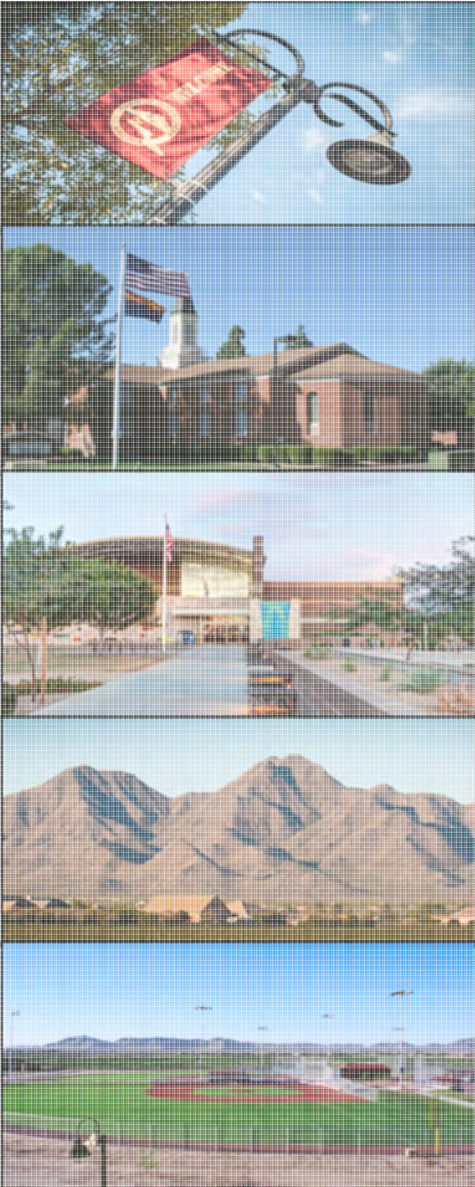




# QC's Impact / Capacity Fees

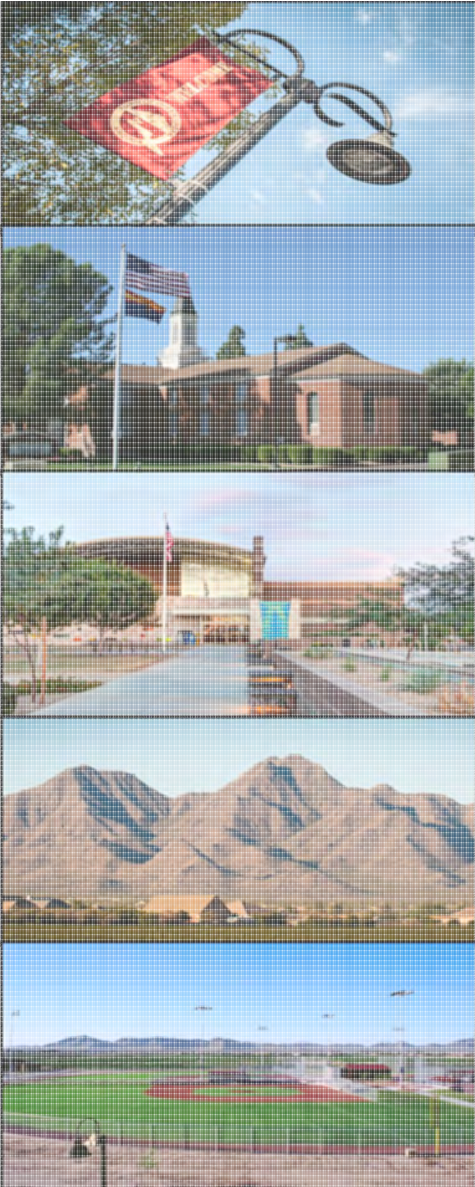
Example: Single Family Home

Fee Type	Current Fee
1. Parks and Recreation	\$3,189
2. Streets	\$2,118
3. Fire & Medical	\$1,175
4. Police	<u>\$640</u>
Subtotal – Impact Fees	\$7,122
5. Water	\$2,382
6. Wastewater	<u>\$2,901</u>
TOTAL	\$12,405



### 3. Discuss the Land Use Assumptions

*Who is Coming and Where?*



# 5 Land Use Categories

1. Single Family
2. Multi-Family
3. Commercial / Other
4. Office
5. Industrial

# Current Results Exceeding Projections (After 6 Years)

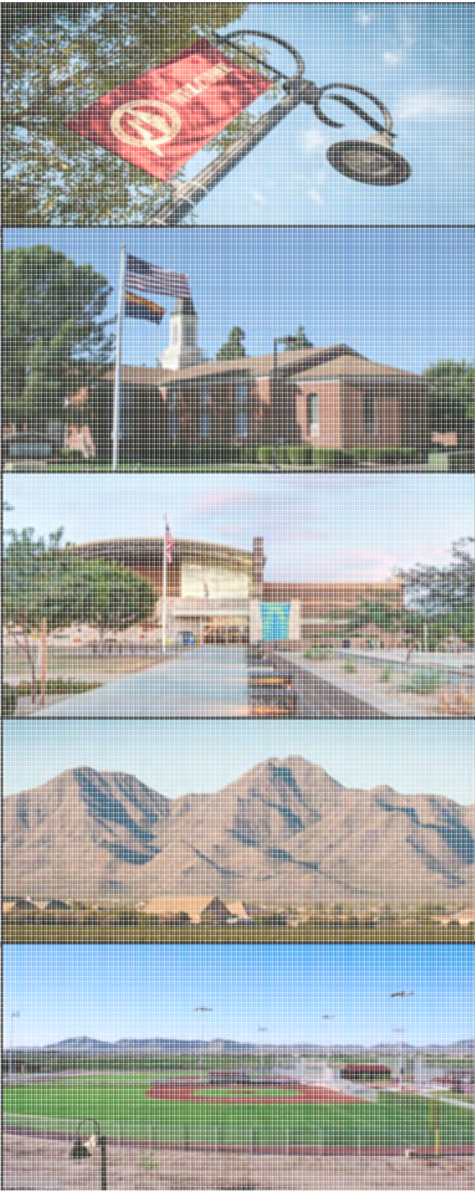
	6-Year Projections	6-Year Actuals	Variance	% Variance
<u>Units</u>				
Single Family	7,366	8,958	1,592	+22%
Multi-Family	1,467	1,834	367	+25%
<u>Square Feet</u>				
Commercial	825,000	1,412,298	587,298	+71%
Office	962,000	876,116	(85,884)	-9%
Industrial	397,000	482,987	85,987	+22%
Revenue	\$70.1M	\$80.5M	\$10.4M	+15%

10-Year Projections	% of 10-Year Projections
11,863	76%
1,857	99%
925,000	153%
1,287,000	68%
502,000	96%
\$107.1M	75%

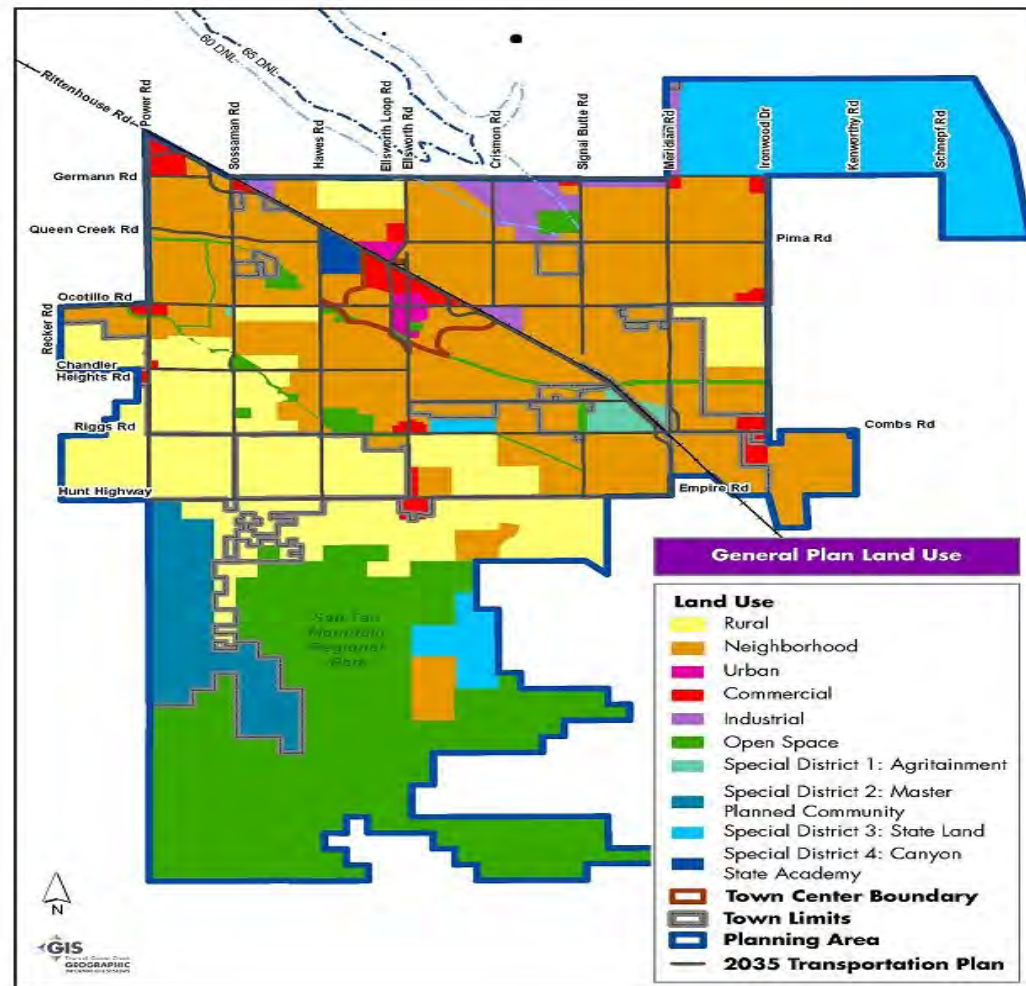


# Queen Creek's Strong Demographic Information

Year Incorporated	1989
Square Miles	42 Town Boundary (Planning Area ~72)
Population June 30, 2023 (AZ Office of Economic Opportunity)	76,750
Average Household Size (2022 ACS 1-Year Estimate)	3.28
Median Age (2022 ACS 5-Year Estimate)	36.7 years
Median Household Income (2022 ACS 5-Year Estimate)	\$127,182
Median Value of Housing (2022 ACS 5-Year Estimate)	\$493,700
Net Full Cash Property Value (Maricopa and Pinal County Assessors)	\$14.3 billion
Workforce (2022 ACS 5-Year Estimate)	44% have a BS Degree or Higher
Unemployment Rate, November 2023 (Bureau of Labor Statistics, November 2023)	3.3% (Maricopa County: 3.5%, State: 4.0%)



# 2021 General Plan

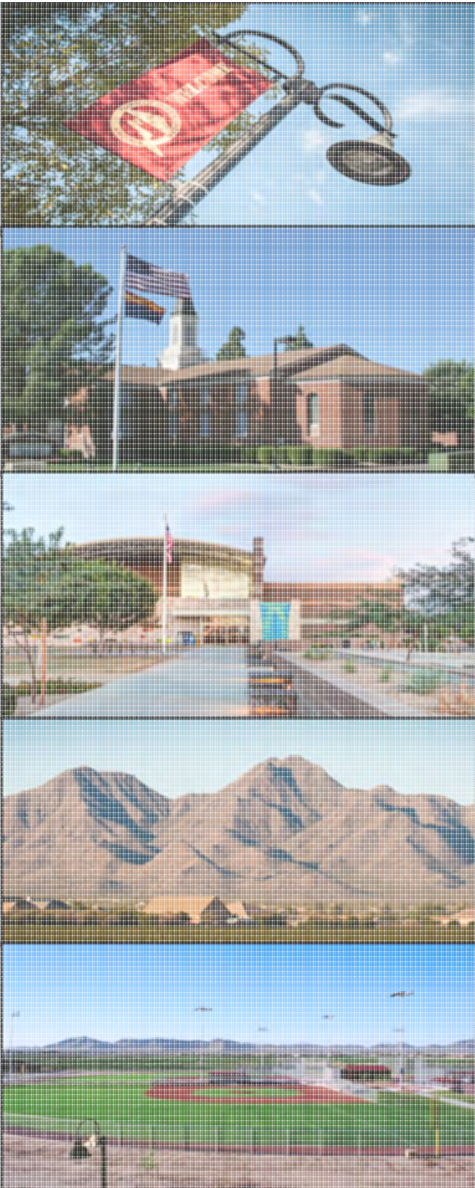


# Significant Growth Expected to Continue Over the Next 10 Years

Land Use Category	Existing Inventory	10-Year Projection	10-Year Increase	% Increase
1.Single Family Homes	23,387	35,803	11,916	50%
2.Multi-Family Units	2,879	6,968	4,089	142%
3.Commercial (Square Feet)	4.6M	6.9M	2.3M	50%
4.Office / Other (Square Feet)	1.4M	2.2M	0.8M	50%
5.Industrial (Square Feet)	0.6M	0.9M	0.3M	50%

# Growth Projections: Current Study vs. Proposed Study (10-Year Amounts)

Land Use Category	Current Study	Proposed Study
1.Single Family Homes	11,863	11,916
2.Multi-Family (Units)	1,857	4,089
3.Commercial / Other (Square Feet)	0.9M	2.3M
4.Office (Square Feet)	1.3M	0.7M
5.Industrial (Square Feet)	0.5M	0.3M



# 10-Year Population Estimate

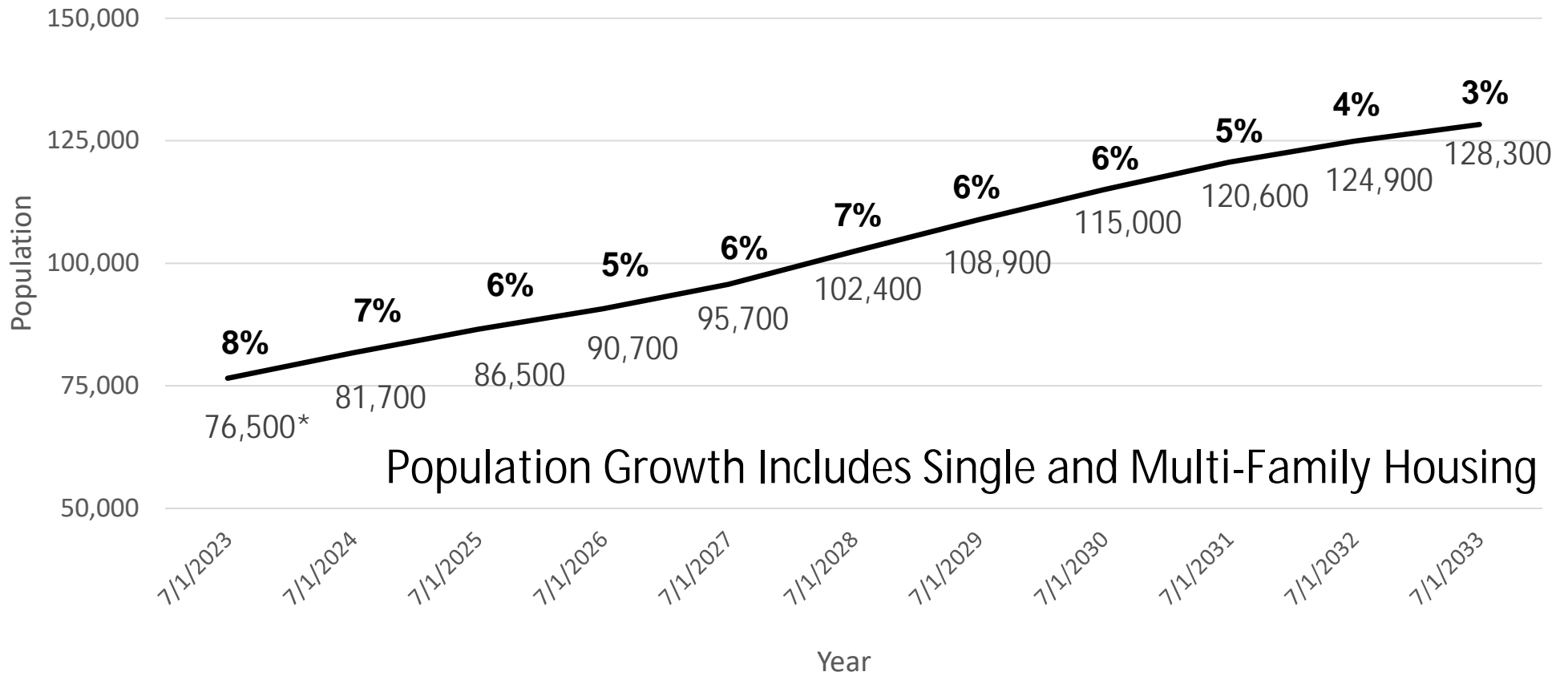
~52K (66%) Increase

FY 2023-24	76.5K
FY 2032-33	<u>128.3K</u>
Increase	51.8K*

\* Current Fee was Based on a Projection of a 40K Increase

# 10-Year Population Projections: +~52K, +66%

Buildout Population: ~150K

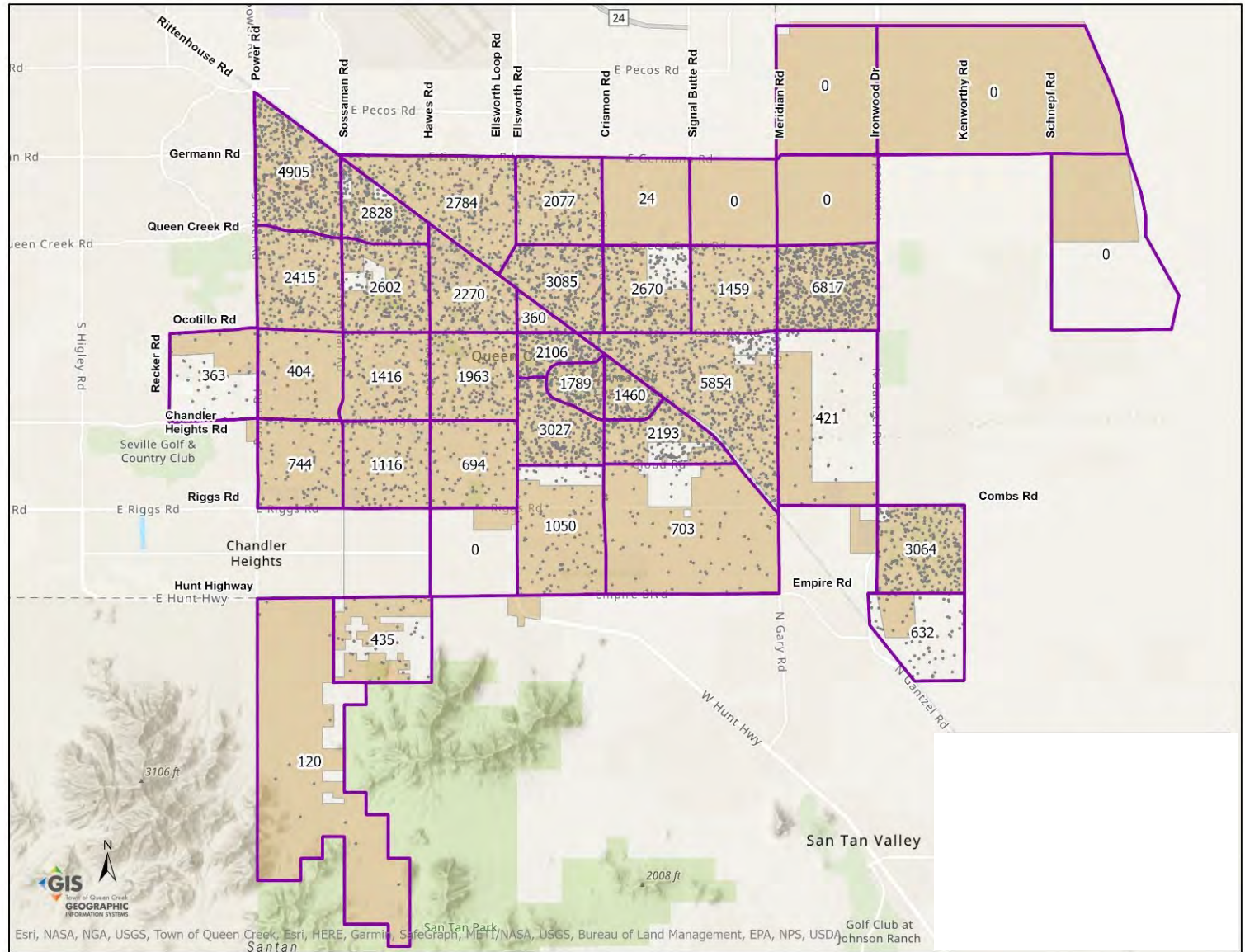


Population Growth Includes Single and Multi-Family Housing

\*7/1/2023 estimate from Arizona State Demographer, Office of Economic Opportunity

# 2023

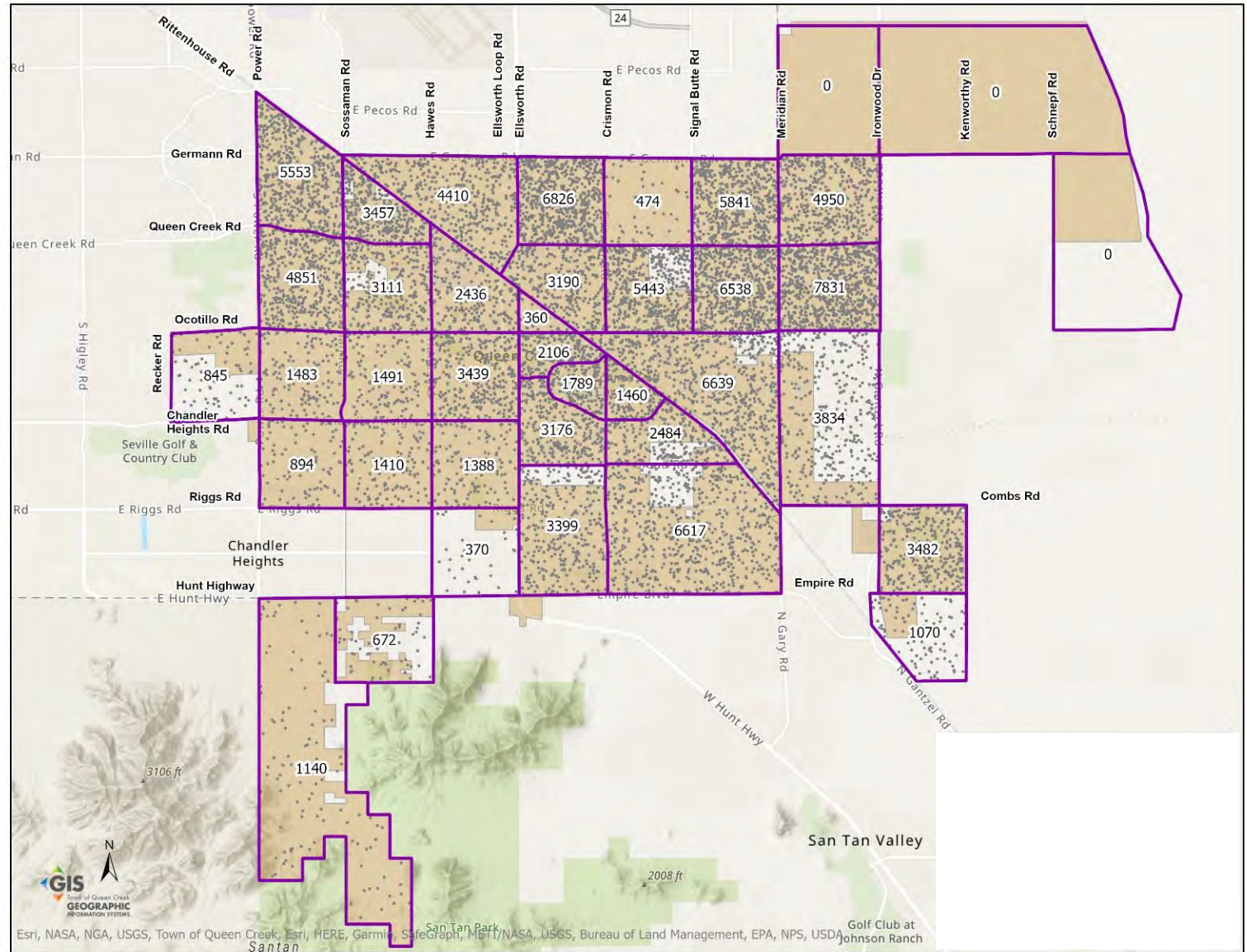
## Population 76,500



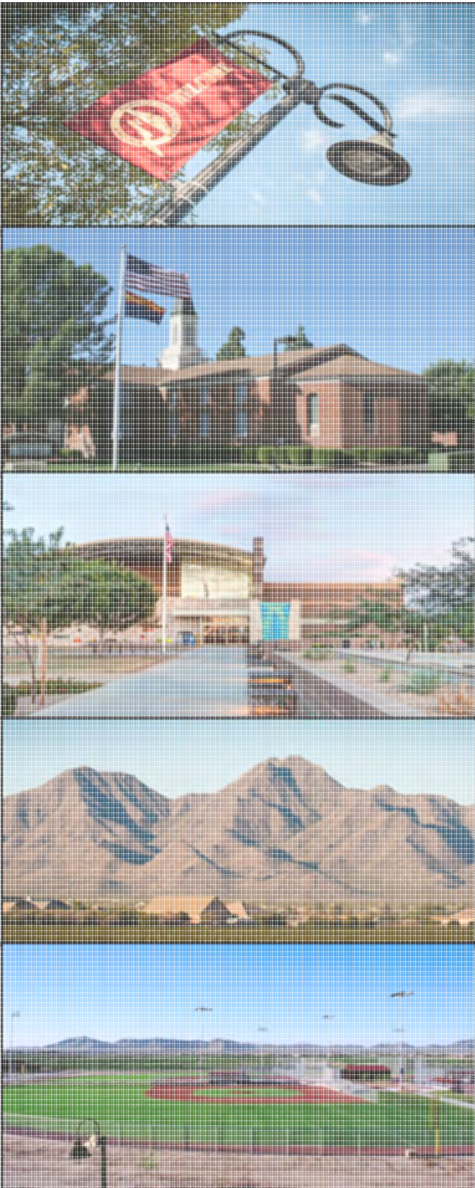
# 2033

## Population 128,300

+~52K,  
+66%

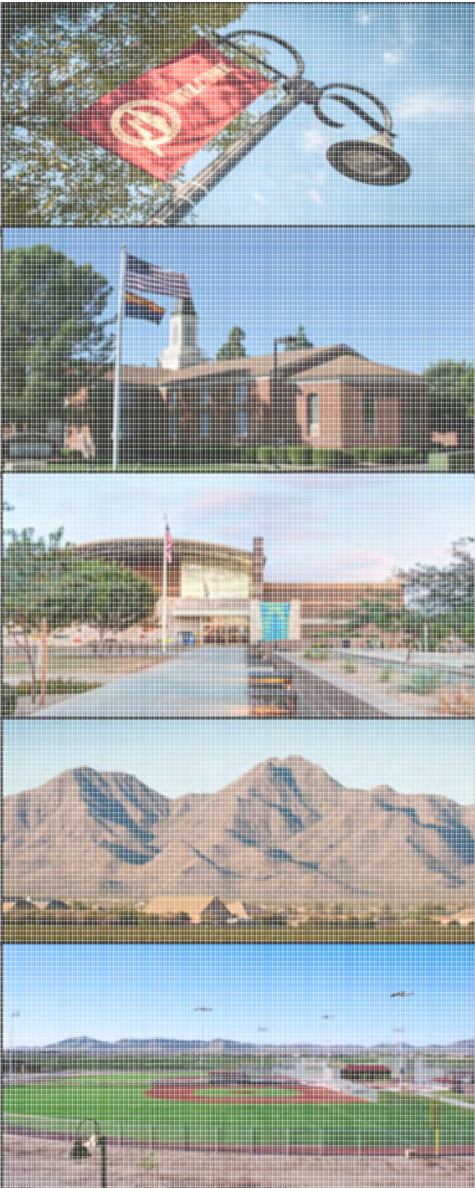






## 4. Discuss Infrastructure Improvement Plans

*What Needs to be Built?*



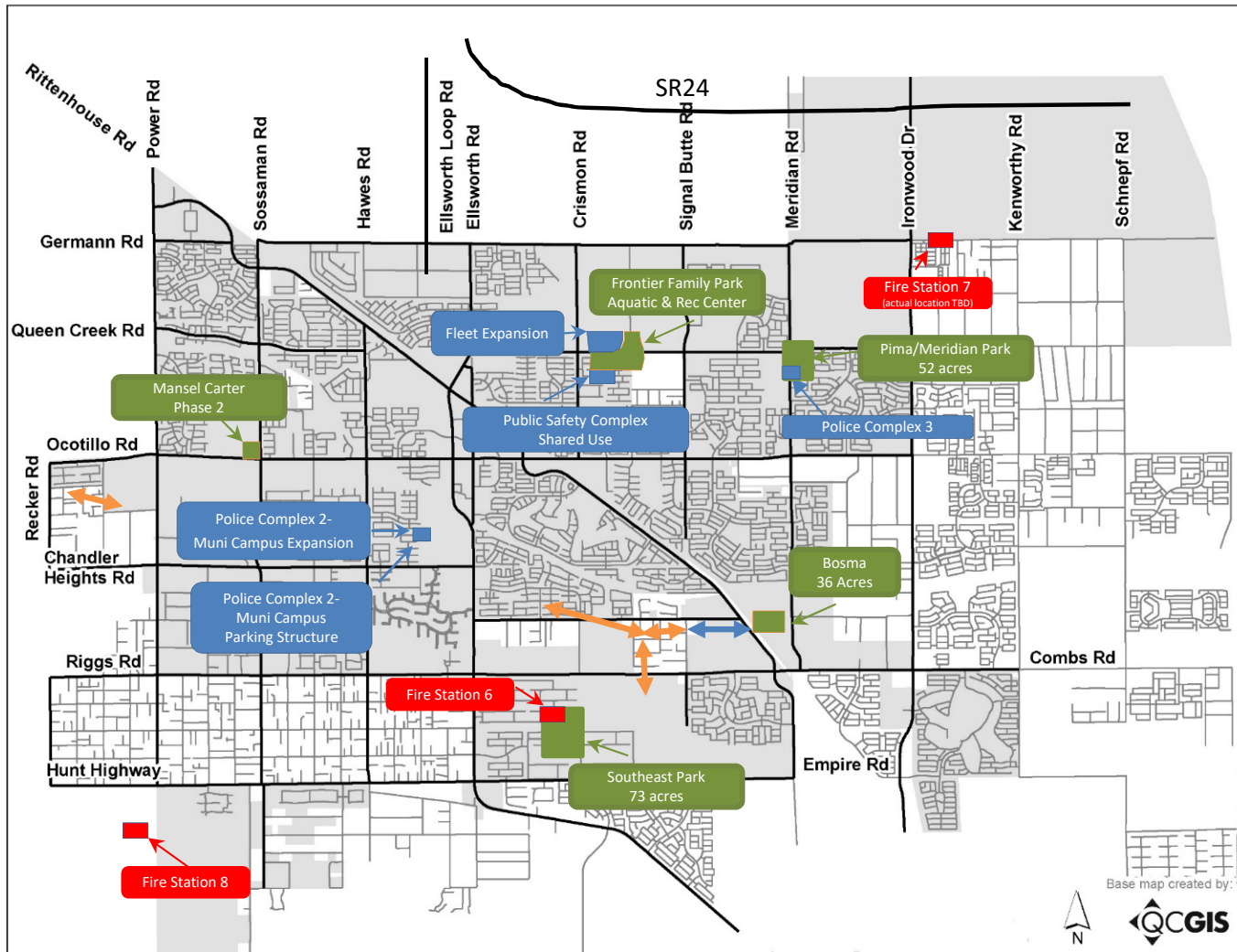
# Infrastructure Improvement Plans

- 10-Year Project List Needed to MAINTAIN THE SAME LEVEL OF SERVICE
  - Police and Fire & Medical Response Times
  - Traffic Flow / Congestion
- Costs are Allocated Between Existing and New Residents / Businesses
- Specific Types of Infrastructure is Not Impact Fee Eligible
  - Public Safety Training Facilities
  - Parks Greater than 30 Acres
  - Recreation and Aquatic Centers

## Comparison of IIPs

	Current IIP	Proposed IIP	Increase	Explanation of Increase
Police	\$2.8M	\$144.1M	\$141.3M	Building a Police Department
Fire	\$27.5M	\$67.9M	\$40.4M	Increased number of apparatus, construction cost increases
Streets	\$147.1M	\$196.8M	\$49.7M	Construction cost increases
Parks	\$57.0M	\$266.2M	\$209.2M	Includes 3 new parks, construction cost increases
Trails	<u>\$6.6M</u>	<u>\$11.5M</u>	<u>\$4.9M</u>	Construction cost increases
Total	\$241.0M	\$686.5M	\$445.5M	

# Police, Fire & Medical, and Parks IIPs

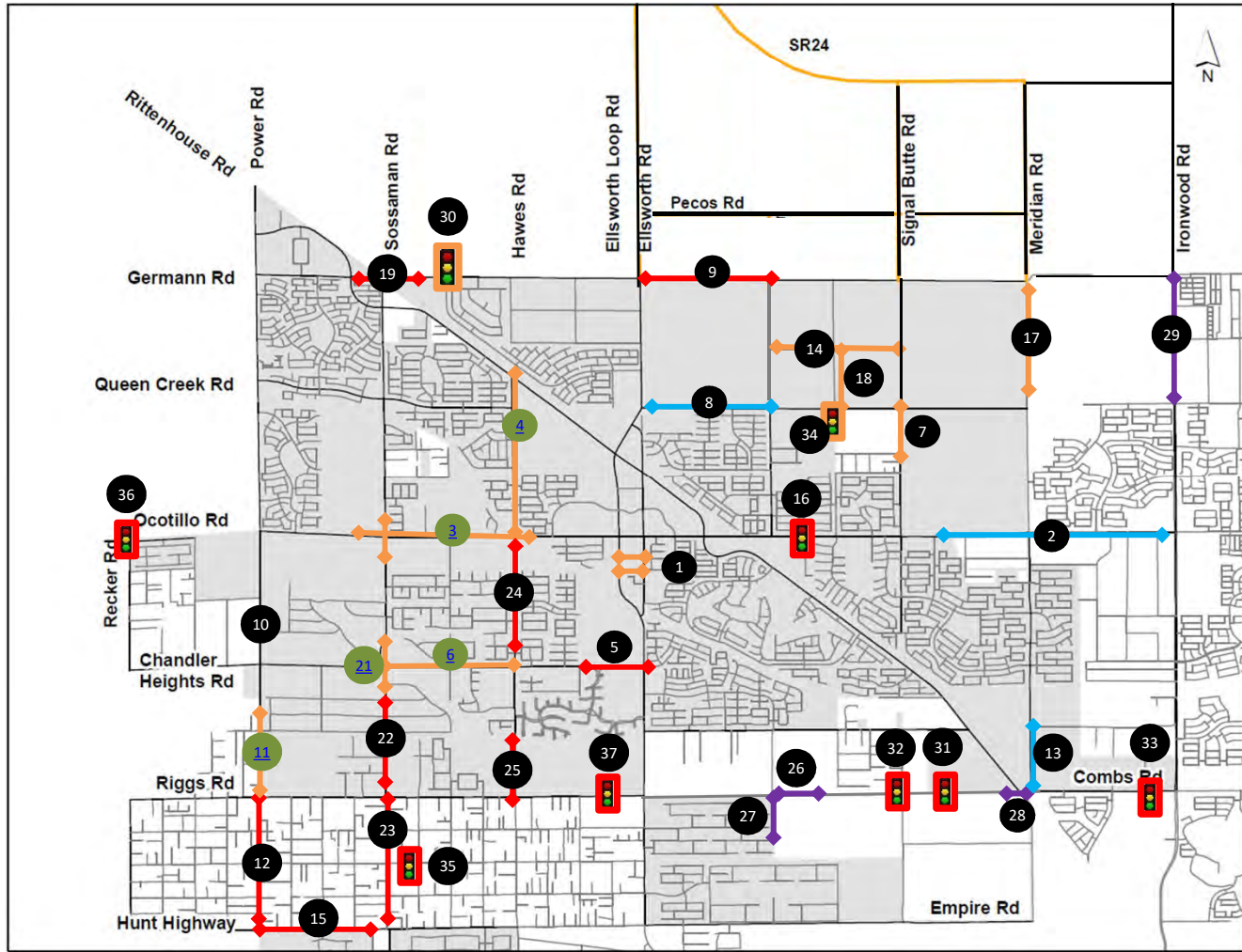


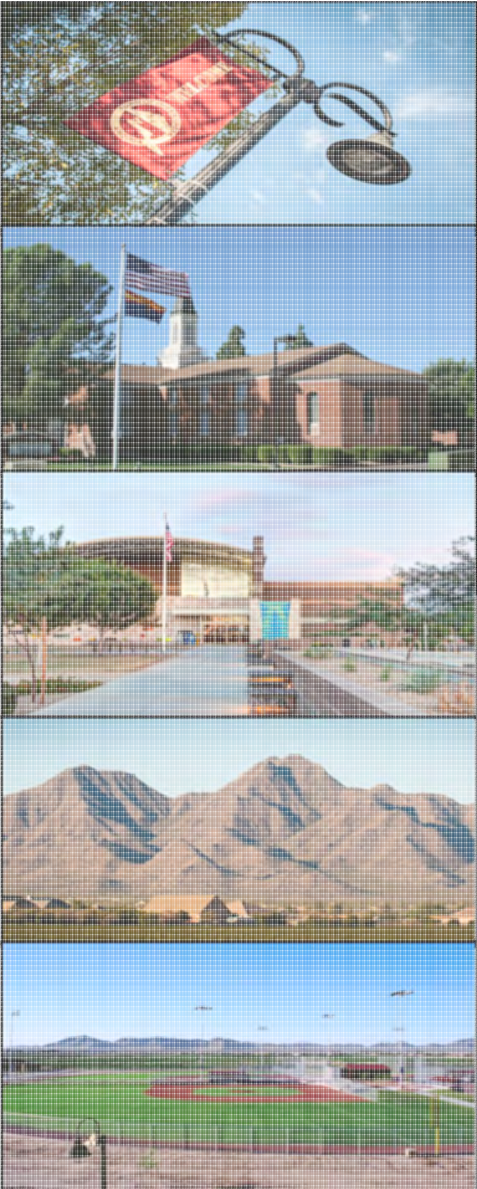
# Transportation IIP

**Key**

- = Completed Project
- = Active Project
- = Future Project (w/in 5Yrs)
- = Future Project (Beyond 5)

- Traffic Signal Completed
- Traffic Signal Active
- Traffic Signal Future



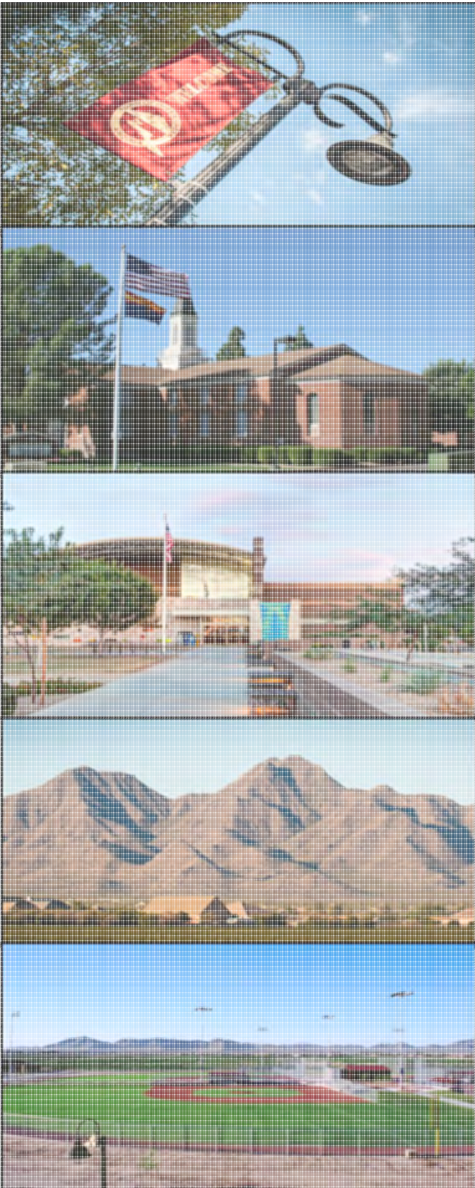


## 5. Discuss Focus Group Feedback



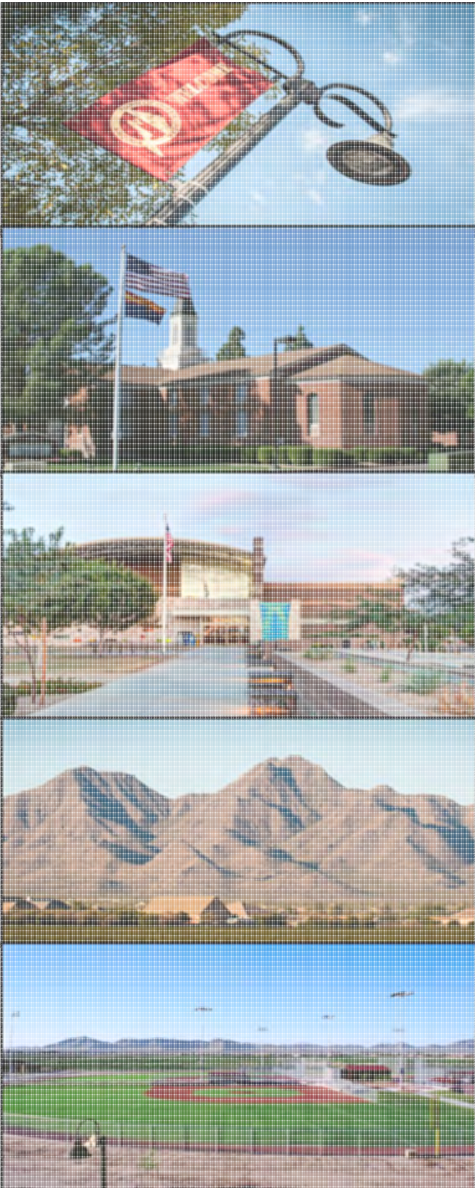
# Focus Group Feedback

- Land Use Assumptions
  - Requested a More Detail Understanding of Growth Projections and Assumptions
- Infrastructure Improvement Plans
  - Police Infrastructure Needed for Existing Population



## 6. Discuss Next Steps





# Next Steps Before June 19 Approval of LUA and IIP

- Focus Group Meetings
  - Continue Refining Land Use Assumptions
  - Continue Refining Infrastructure Improvement Plans
- Continue With Fee Calculation
  - Evaluate Possible Debt Payoffs
  - Refine Project Cost Estimates

# Example: Fire Development Impact Fee Calculation

Proposed IIP

\$67.9M

# Example: Fire Development Impact Fee Calculation

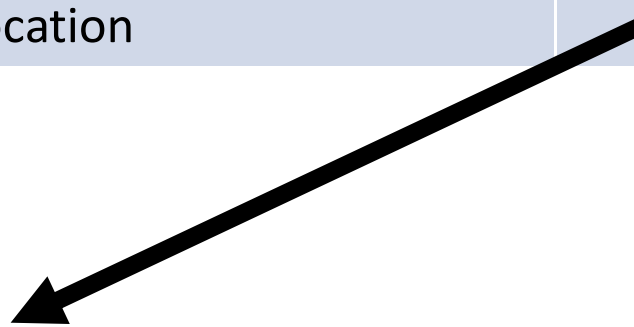
Proposed IIP	\$67.9M
Less Projects Not Impact Fee Eligible (Training Facilities)	<u>(\$3.0M)</u>

# Example: Fire Development Impact Fee Calculation

Proposed IIP	\$67.9M
Less Projects Not Impact Fee Eligible (Training Facilities)	<u>(\$3.0M)</u>
Subject to Existing / Growth Allocation	\$64.9M

# Example: Fire Development Impact Fee Calculation

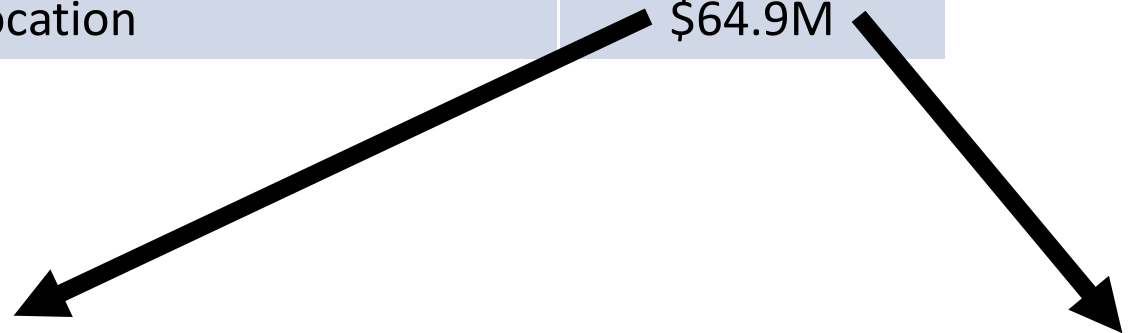
Proposed IIP	\$67.9M
Less Projects Not Impact Fee Eligible (Training Facilities)	<u>(\$3.0M)</u>
Subject to Existing / Growth Allocation	\$64.9M



Existing Allocation (Town)	\$34.9M
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# Example: Fire Development Impact Fee Calculation

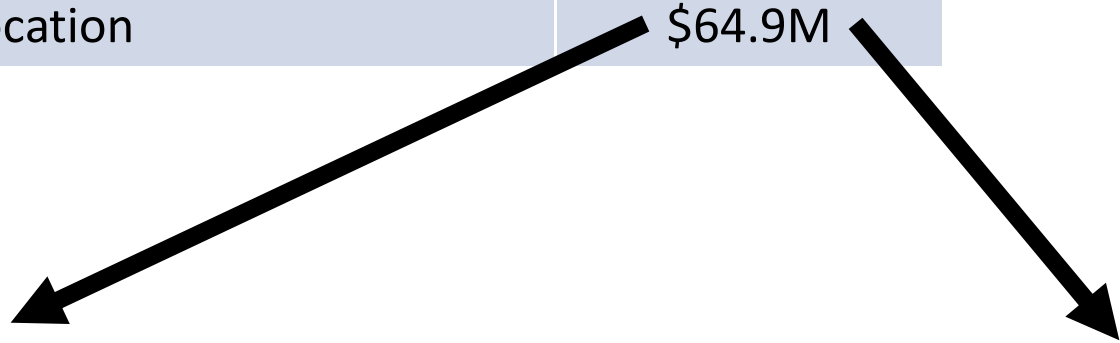
Proposed IIP	\$67.9M
Less Projects Not Impact Fee Eligible (Training Facilities)	<u>(\$3.0M)</u>
Subject to Existing / Growth Allocation	\$64.9M



Existing Allocation (Town)	\$34.9M	Growth Allocation	\$30.0M
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# Example: Fire Development Impact Fee Calculation

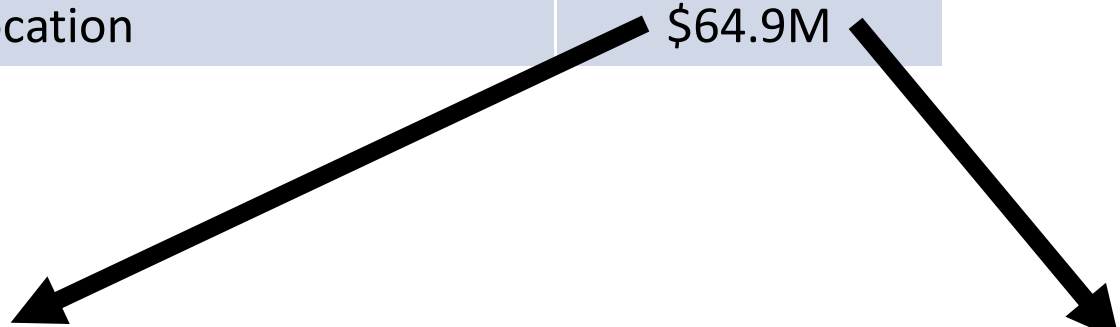
Proposed IIP	\$67.9M
Less Projects Not Impact Fee Eligible (Training Facilities)	<u>(\$3.0M)</u>
Subject to Existing / Growth Allocation	\$64.9M



Existing Allocation (Town)	\$34.9M	Growth Allocation	\$30.0M
		Less: Construction Sales Tax Allocation	<u>(\$20.0M)</u>

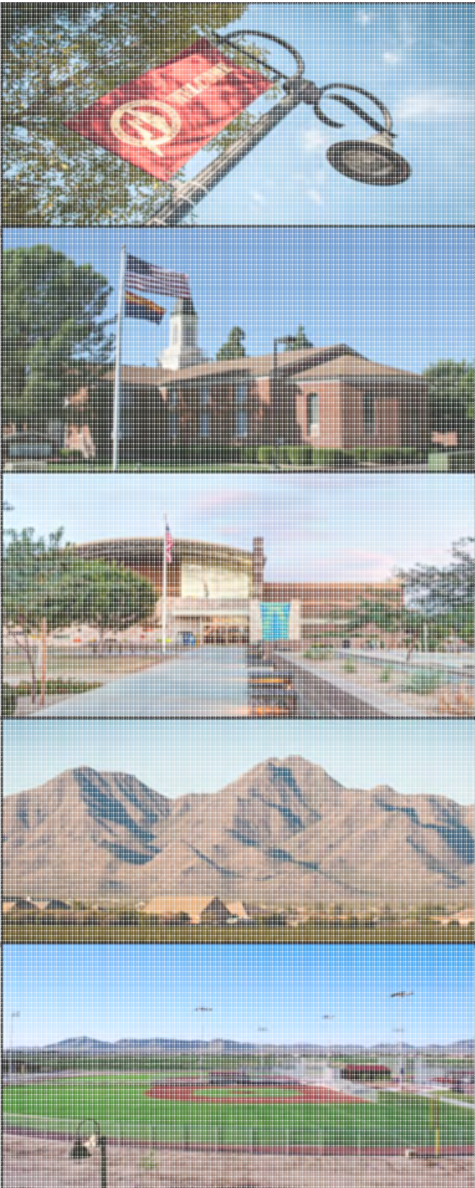
# Example: Fire Development Impact Fee Calculation

Proposed IIP	\$67.9M
Less Projects Not Impact Fee Eligible (Training Facilities)	<u>(\$3.0M)</u>
Subject to Existing / Growth Allocation	\$64.9M

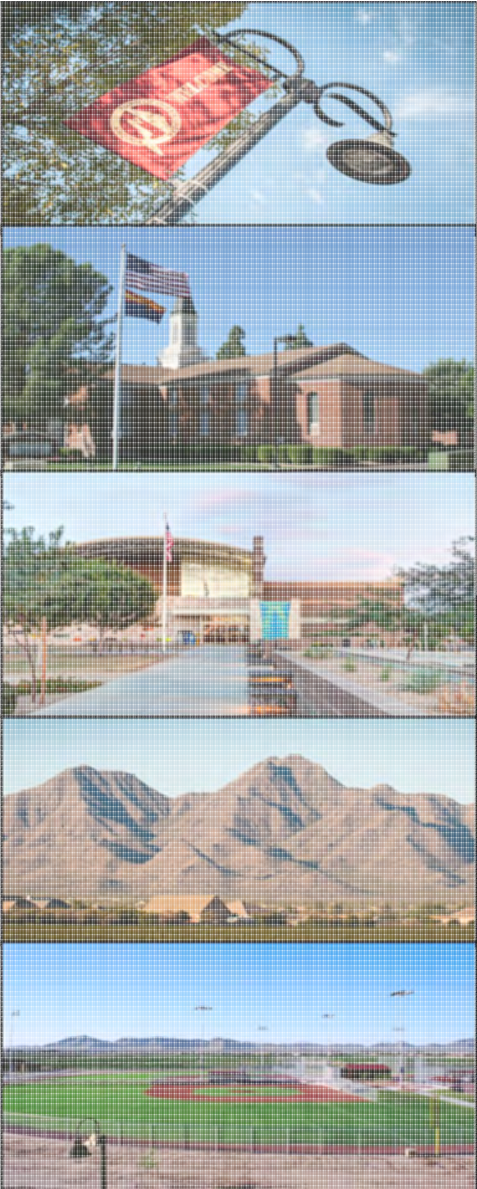


Existing Allocation (Town)	\$34.9M	Growth Allocation	\$30.0M
		Less: Construction Sales Tax Allocation	<u>(\$20.0M)</u>
		Projects Funded from Impact Fees	\$10.0M

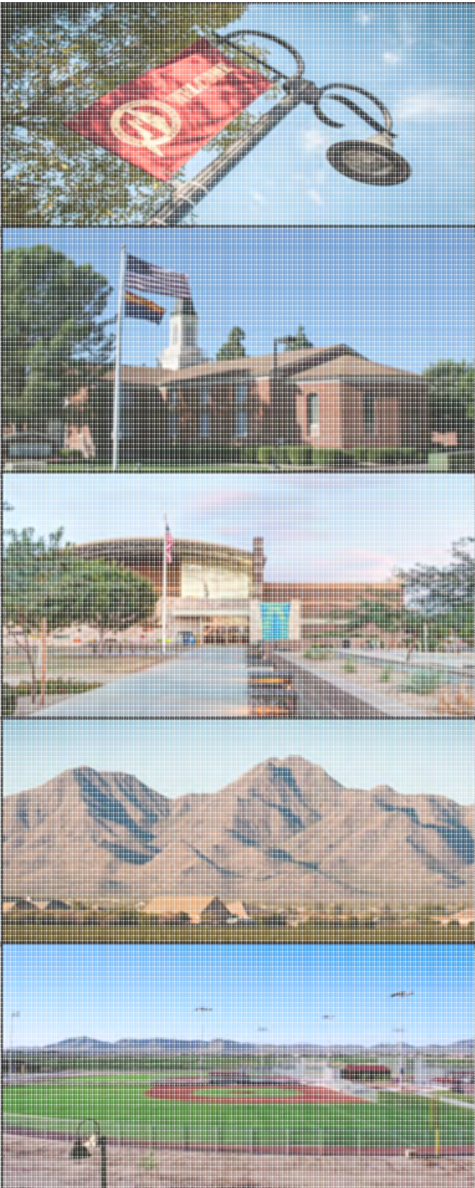




## 7. Conduct Public Hearing



# Questions and Comments



# *Appendix*

## *Infrastructure IIPs*

# Police IIP: \$144.1M

- Proposed IIP from Adopted Master Plan: \$144.1M
- Summary of Projects
  - “Building a Police Department”
  - 1+ Year Order / Waiting Period for New Vehicles

## Comparison of Expenses

	Current Fee	Proposed Fee	Change
Existing Infrastructure	\$7.8M	N / A	(\$7.8M)
Existing Debt	\$1.2M	\$1.4M	\$0.2M
Projects (IIP)	<u>\$2.8M</u>	<u>\$144.1M</u>	<u>\$141.3M</u>
Total	\$11.8M	\$145.5M	\$133.7M

# Police IIP: \$144.1M

Projects	Years 1-5	Years 6 - 10
1. Police Vehicles and Equipment	\$8.8M	
2. Public Safety Complex (with Fire)	\$31.2M	
3. Complex #2 (Town Center Location Expansion)	\$29.8M	
4. Parking Structure	\$15.0M	
5. Police Fleet Facility	\$13.0M	
6. Radio Tower and Infrastructure	\$4.0M	
7. Complex #3 – Land Acquisition	\$2.3M	
8. Project Management	\$6.7M	
9. Complex #3 - Building	=	<u>\$33.3M</u>
Total	\$110.8M	\$33.3M

# Fire IIP: \$67.9M

- Proposed IIP from Adopted Master Plan: \$67.9M
- Summary of Projects
  - Growing Fire Department
  - 3+ Year Order / Waiting Period for Apparatus to be Built

## Comparison of Expenses

	Current Fee	Proposed Fee	Change
Existing Infrastructure	\$16.3M	N / A	(\$16.3M)
Existing Debt	\$4.3M	\$10.9M	\$6.6M
Projects (IIP)	<u>\$27.5M</u>	<u>\$67.9M</u>	<u>\$40.4M</u>
Total	\$48.1M	\$78.8M	\$30.7M

# Fire IIP: \$67.9M

Projects	Years 1-5	Years 6 - 10
1. Public Safety Complex (with Police)	\$9.1M	
2. Fire Station #6 Apparatus	\$1.9M	
3. Fire Station #6	\$13.7M	
4. Fire Station #7 Apparatus	\$6.0M	
5. Project Management	\$3.2M	
6. Fire Station #7 (Includes Land)	-	\$15.1M
7. Fire Station #8 (Land, Building and Apparatus)	=	<u>\$18.9M</u>
Total	\$33.9M	\$34.0M

# Streets IIP: \$196.8M

- Proposed IIP from Adopted Master Plan: \$196.8M
- Summary of Projects
  - Continue Aggressive Construction of New Streets
  - Master Plan Update Ongoing (Summer 2025 Estimated Completion Date)

## Comparison of Expenses

	Current Fee	Proposed Fee	Change
Existing Infrastructure	N / A	N / A	N / A
Existing Debt	\$3.5M	\$9.2M	\$5.7M
Projects (IIP)	<u>\$147.1M</u>	<u>\$196.8M</u>	<u>\$49.7M</u>
Total	\$150.6M	\$206.0M	\$55.4M



# Streets IIP: \$196.8M

Map ID #	Projects	Years 1-5	Years 6 - 10
1	Town Center: Aldecoa-Munoz-Summers	\$10.2M	
2	Ocotillo Road: 226th to Ironwood	\$0.1M	
3	Ocotillo Road: West of Sossaman Rd to Hawes Rd	\$16.6M	
4	Hawes Road: Ocotillo to Rittenhouse	\$5.1M	
5	Chandler Heights: Hawes to Ellsworth	\$3.3M	
6	Chandler Heights: Sossaman to Hawes	\$10.5M	
7	Signal Butte: Ocotillo to Queen Creek	\$1.4M	
8	Queen Creek Road: Ellsworth to Crismon	\$0.9M	
9	Germann Rd: Ellsworth to Crismon	\$3.2M	
10	Power Road: Brooks Farms to Chandler Heights	\$0.3M	
11	Power Road: Chandler Heights to Riggs	\$11.7M	
12	Power Road: Riggs to Hunt Hwy	\$6.4M	

## Streets IIP: \$196.8M (continued)

Map ID #	Projects	Years 1-5	Years 6 - 10
13	Meridian Road: Combs to Queen Creek Wash	\$0.2M	
14	Ryan Road: Crismon to Signal Butte	\$4.8M	
15	Hunt Hwy: Power to Sossaman		\$3.2M
16	Traffic Signal: Ocotillo & Scotland Court		\$1.0M
17	Meridian Road: Queen Creek Road to Germann	\$7.6M	
18	220th: Queen Creek to Ryan	\$3.3M	
19	Sossaman Railroad Crossing @ Germann	\$4.6M	
20	Ironwood Road Improvements	\$0.9M	
21	Sossaman: Sonoqui Wash to Chandler Heights	\$10.6M	
22	Sossaman: Chandler Heights to Riggs	\$3.6M	
23	Sossaman: Riggs to Empire		\$8.4M
24	Hawes: Chandler Heights to Ocotillo	\$14.0M	

## Streets IIP: \$196.8M (continued)

Map ID #	Projects	Years 1-5	Years 6 - 10
25	Hawes: Riggs North to Sunset Drive (1/2 mile, 3 lanes) NEW	\$6.5M	
26	Southeast Park - Riggs Road (1/4 mile, 3 lanes)	\$3.2M	
27	Southeast Park - Crismon Road to cul-de-sac (1/4 mile, 3 lanes)	\$3.2M	
28	Combs: Meridian to Gantzel - West of Sangria	\$1.3M	
29	Ironwood: Pima to Germann	\$30.0M	
30	Traffic Signal: Germann Road and 196th Street	\$1.8M	
31	Traffic Signal: Harvest: Harvest @ Riggs Road	\$1.2M	
32	Traffic Signal: Harvest: Signal Butte & Riggs	\$1.4M	
33	Traffic Signal : Combs @ Sangria	\$1.4M	
34	Traffic Signal: 220th @Queen Creek Road	\$1.3M	
35	Traffic Signal: Power Road @ San Tan	\$0.4M	
36	Traffic Signal: Ocotillo @ Recker ( IGA with Gilbert) (1/2 Third Party Removed)	\$0.8M	

# Streets IIP: \$196.8M (concluded)

Map ID #	Projects	Years 1-5	Years 6 - 10
37	Traffic Signal: Riggs @206th	\$1.5M	
38	Traffic Signal: Queen Creek @ 188th	\$0.3M	
39	Traffic Signal: Gary Road and Grange Parkway	\$0.3M	
40	Traffic Signal: Ellsworth @ San Tan Blvd	\$0.4M	
41	Traffic Signal: Riggs @ Crismon High School	\$0.3M	
	Project Management	<u>\$9.8M</u>	
	Total	\$196.8M	

## Parks IIP: \$266.2M

- Proposed IIP from Adopted Master Plan: \$266.2M
- Includes Construction of 3 Parks

### Comparison of Expenses

	Current Fee	Proposed Fee	Change
Existing Infrastructure	N / A	N / A	-
Existing Debt	\$4.8M	\$4.3M	(\$0.5M)
Projects (IIP)	<u>\$57.0M</u>	<u>\$266.2M</u>	<u>\$209.2M</u>
Total	\$61.8M	\$270.5M	\$208.7M

# Parks IIP: \$266.2M

Projects	Years 1-5	Years 6 - 10
1. Frontier Family Park (85 Acres)	\$72.8M	
2. Southeast Park Land (73 Acres)	\$22.1M	
3. Pima / Meridian Park Land (52 Acres)	\$23.4M	
4. Park Land (Location TBD)	\$16.2M	
5. Project Management	\$6.2M	
6. Southeast Park – Construction (73 Acres)		\$73.5M
7. Pima / Meridian Park – Construction (52 Acres)		<u>\$52.0M</u>
Total	\$140.7M	\$125.5M

# Trails IIP: \$11.5M

- Proposed IIP from Adopted Master Plan: \$11.5M

## Comparison of Expenses

	Current Fee	Proposed Fee	Change
Existing Infrastructure	N / A	N / A	-
Existing Debt	N / A	N / A	-
Projects (IIP)	<u>\$6.6M</u>	<u>\$11.5M</u>	<u>\$4.9M</u>
Total	\$6.6M	\$11.5M	\$4.9M

# Trails IIP: \$11.5M

Projects	Years 1-5	Years 6 - 10
1. QC Wash Trail – Rittenhouse to Meridian	\$4.8M	
2. Sonoqui Wash – Power to Recker	\$1.3M	
3. SRP Utility Easement Trail – Ellsworth to Signal Butte	\$1.5M	
4. Trail by Southeast Park Site		\$3.4M
5. Project Management	<u>\$0.5M</u>	
Total	\$8.1M	\$3.4M





TOWN OF  
**QUEEN CREEK**  
ARIZONA

12.B

**TO:** TOWN COUNCIL REGULAR SESSION

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, ERIK SWANSON, PLANNING ADMINISTRATOR

**RE:** PUBLIC HEARING AND POSSIBLE ACTION ON ORDINANCE NO. 838-24, CASE P23-0168 BOSMA FARMS REZONING A REQUEST TO REZONE THE SUBJECT SITE FROM R1-18/PAD (SUBURBAN RESIDENTIAL) TO R1-5 (URBAN DEVELOPMENT) AND MDR/PAD (MEDIUM DENSITY RESIDENTIAL) FOR AN APPROXIMATE 136-ACRE RESIDENTIAL DEVELOPMENT. THE SUBJECT SITE IS LOCATED NORTH AND EAST OF THE NORTHEAST CORNER OF COMBS AND MERIDIAN ROADS.

**DATE:** May 15, 2024

---

**Suggested Action:**

Move to approve Ordinance No. 838-24, P23-0168 Bosma Farms Rezone, as recommended by the Planning Commission at their April 10, 2024 hearing, subject to the Conditions of Approval outlined in this Report.

**Introduction / Summary:**

The request is to Rezone the subject site from R1-18/PAD (Suburban Residential) to R1-5 (Urban Development) and MDR/PAD (Medium Density Residential) for an approximate 136-acre residential development. The subject site is located north and east of the northeast corner of Combs and Meridian roads.

**Planning Commission Recommendation:**

The Planning Commission recommended approval of case P23-0168 Bosma Farms Rezone at their April 10, 2024 meeting with a vote of 7-0.

**History:**

November 1993: The Town Council approved Ordinance No. 36-93, annexing the subject site into the Town

June 2005: The subject site was Rezoned from R1-43 to R1-18

**Project Information:**

Project Name: Bosma Farms Rezone

Site Location: North and east of the northeast corner of Combs and Meridian roads

General Plan Designation: Neighborhood/Growth Node

Existing Zoning: R1-18/PAD (Suburban Residential)

Proposed Zoning: 55.45 acres of R1-5 (Urban Development) and 80.24 acres of MDR/PAD (Medium Density Residential)

Surrounding Zoning:

- North: Queen Creek Wash; R1-5 (Ovation at Meridian)
- West: Meridian Road; Agritainment (Queen Creek Olive Mill)

- South: Combs Road; CR-3 (Pinal County - The Parks)
- East: County Island SR and R-7 (Pinal County)

Gross/Net Acreage: 136 acres/131.33 acres

Proposed # Units: 785

Proposed Density: 5.97 du/ac

Potential Town Park: 30.08 acres

## **Discussion:**

### **Background**

The request is to Rezone the approximate 136-acre site from R1-18/PAD to R1-5 and MDR/PAD for the development of a 785 lot residential development. The subject site is located north and east of the northeast corner of Combs and Meridian roads. The 136-acre subject site is bounded by Meridian Road along the west, Combs Road along the south, the unincorporated Pinal County along the west, and the Queen Creek Wash along the northern boundary. The General Plan designates the site as Neighborhood, which allows for the consideration of a variety of housing types and densities. Additionally, the subject site is within one of the Town's Growth Area Overlay's. Per the General Plan, the Growth Area Overlay "provides guidance for areas where new development is needed to accommodate future population." The Growth Area Element provides the specific goal to "Plan for and prepare to guide development within growth areas." The request is consistent with the General Plan. The subject site was annexed into the Town in 1993 and zoned to it's current designation in 2005.

### **Site Layout**

The proposed development seeks to Rezone the property into two zoning districts: R1-5 and MDR/PAD. Within the MDR/PAD designation three sub-categories are provided. These include MDR for townhomes, alley loaded homes, and general MDR. The development proposes seven parcels for development. At the site's northwestern boundary, adjacent to Meridian Road and Queen Creek Wash is a potential future park site, labeled as Parcel 1. A separate development agreement provides the Town with the option to purchase the approximate 30-acre site, however in the event the Town does not acquire the park site, the proposed underlying zoning is R1-5. Conceptual plans would allow for 135 single-family homes to be developed Parcel 1. Parcel 2, located in the site's northeast corner and occupying approximately 23-acres is proposing R1-5 zoning. No development standard deviations are proposed for Parcels 1 and 2. Parcels 3, 4, and 6 are proposed as MDR-2 and account for 27, 15, and 19 acres, respectively. The MDR-2 designation is to signify that while the underlying zoning is MDR, specific standards are proposed in Exhibit E of the Development Book with conceptual examples of product types in Exhibit F. Conceptual housing product types could include rear facing, forward facing, single-family detached hammerhead, and single-family attached housing product. Parcel 7 is proposed as MDR-1, is approximately 15 acres in area, and located at the site's southeast corner sandwiched between an existing MDR development (VLUX at Queen Creek and the eastern portion of the Queen Creek Olive Mill). Development Standards for the MDR-1 parcel are also included in Exhibit E, with conceptual plans and elevations provided in Exhibit F. It is important to note that within the Development Standards table the MDR-2 category allows for a variety of single-family style product, whereas the MDR-1 category allows for multi-family type product. It is also important to note that vertical (multi-story) multi-family development is prohibited in the MDR-1 category. With the proposed MDR zoning, development standards needs to be provided establishing setbacks, height, and lot coverage. Given the wide range of product types, conceptual product layout, and exhibits, Staff is supportive of the various Development Standards. Parcel 5 is designated as a community park. A Development Agreement associated with this the potential park purchase case is currently being drafted and will further detail the specifics of the potential land purchase.

At this time, a homebuilder is not proposed for the development; however the Development Book provides sufficient detail to account for overall theming of the development including the conceptual plans as previously mentioned, as well as conceptual theming for the landscaping, outdoor amenity areas, and pedestrian connectivity. In the Development Booklet *Community Design Character* is discussed highlighting that future development will have design component relating back to the historical agricultural elements in the area. Although not part of the South Specific Area Plan (the

plan boundaries include the Olive Mill properties and Schnepf Farms, but excludes the subject site), the theming of the development will lend itself to keeping the agricultural heritage of the area.

**Access**

Full design design of the various parcels along with access networks will be designed at the time of platting. However, at this time the primary entrance is proposed along Meridian Road, bisecting Parcels 3 and 4. The access drive will then splinter to the various parcels. Development of the first parcel will require a transportation plan and future traffic impact analyses to evaluate the necessary roadway improvements. The project proposes a 10-foot multi-use trail and six-foot sidewalk along the length of Meridian Road. Paths will be provided adjacent to the future Town park, along the wash, and along the site's eastern boundary. As individual parcels are designed connections to the pedestrian network will be provided. Of particular note, the streetlight theming that has been established on the western side of Meridian Road will continue along the property frontage.

**Public Participation:**

A neighborhood meeting was conducted on Thursday, March 7, 2024. Four neighbors attended the meeting and asked general questions of the applicant including anticipated home sizes, whether there would be a connection to Red Fern Road, landscape buffering, and wildlife preservation. The attendees were from the adjacent county island east of the subject site and generally did not want to see development in the area.

**Planning Commission Vote Report:**

No residents or property owners spoke at the hearing regarding the request. The Planning Commission voted to approve the Rezoning request with an vote of 7-0 at their April 10, 2024 meeting.

**Analysis:**

**General Plan Review:**

The current General Plan designation for this property is Neighborhood. The Neighborhood designation allows for the consideration of a variety of housing types and densities. Additionally, there is a Growth Area Overlay for the entire subject site. Per the General Plan, the Growth Area Overlay "provides guidance for areas where new development is needed to accommodate future population." The Growth Area Element provides the specific goal to "Plan for and prepare to guide development within growth areas." The request is consistent with the General Plan.

**Zoning Review:**

The current zoning designation of the property is R1-18. The applicant is requesting R1-5 and MDR/PAD zoning. The PAD Overlay is to allow for design flexibility of various housing types. The Development Standards associated with the MDR product is required to be provided at the time of zoning. No deviations are proposed for the R1-5 parcels.

**Adequate Public Facilities:**

In accordance with Article 5.1 (Adequate Public Facilities) provision of the Zoning Ordinance, the applicant has provided information regarding the project's potential impact on public facilities. Staff's review of those reports indicates that adequate public facilities will be provided by the project.

**Engineering, Utilities and Transportation Review:**

The project has been reviewed by the Engineering, Utilities and Transportation departments. Conditions of Approval have been added accordingly for any applicable items.

**Conditions of Approval:**

1. This project shall be developed in accordance with the plans attached to this case and all the provisions of the Zoning Ordinance applicable to this case.
2. Future Preliminary Plat and Site Plan applications will be required for review and approval. Each application will demonstrate compliance with its corresponding standards per the Town's Zoning Ordinance and Design Standards and PAD deviations outlined in the Development Standards Table of the Bosma Farms narrative.

3. The Town requires all poles less than 69kV to be relocated underground. SRP may require easements outside of Public Right-of-Way. The applicant shall contact SRP for specific requirements that they may have in addition to the Town requirements.
4. Full ½ street improvements including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, landscaped medians, drainage facilities, and power pole relocation shall be designed and constructed adjacent to the proposed development at the time or approved phasing plan.
5. Provide bank stabilization for the Queen Creek Wash within the limits of the project. Bank stabilization shall be designed as part of the drainage report.
6. For offsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), or a bond to cover the costs for construction assurance. The IRLOC and bond are required to be approved by the Town Attorney. The assurance amount shall be determined by an engineer's estimate during the construction document review phase. Construction assurance shall be deposited with the Town prior to any permits being issued.
7. For onsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), a bond to cover the costs for construction assurance, or signed Certificate of Occupancy Hold Agreement. The IRLOC and bond are required to be approved by the Town Attorney. The assurance amount shall be determined by an engineer's estimate during the construction document review phase. Construction assurance shall be deposited with the Town prior to any permits being issued.
8. The design of all pedestrian and multiuse trail crossings shall be incorporated into the design of the Preliminary and Final Plats to ensure adequate safety.
9. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, shall be screened and painted to match the main color of the building or to blend in with adjacent landscaping.
10. The developer is responsible for installing and maintaining all landscaping within the public right-of-way including all median landscaping within the arterial, collector, and local roads.
11. The developer shall submit an Engineers Cost Estimate for all onsite public improvements and offsite public improvements. All Engineers Cost Estimates are required to be submitted to the Town during the Final Plat review phase of the project.
12. All construction documents submitted to the Town for review during the final plat review phase shall be in accordance with Town Ordinances, Town checklists, Town design standards & guidelines, and requirements, except as superseded by these conditions of approval.
13. All utility and irrigation conflicts shall be resolved prior to recordation of the Final Plat including any relocations, removals, or easement abandonment.
14. If warranted, the developer will be responsible for their proportional share of a traffic signal at Meridian Road. Traffic signal warrant shall be determined via a TIA at the time of subsequent Preliminary Plat submittals.
15. The landscaping in all open-spaces and rights-of-way shall be maintained by the adjacent property owner or property owners' association.
16. The same elevation shall not be built side-by-side or directly across the street from one another.
17. Prior to the time of making any lot reservations or subsequent sales agreements, the homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby existing ranchette and animal privilege properties that may cause adverse noise, odors and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to agricultural properties that have horse and animal privileges and shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the homebuilder/lot developer, and shall not be construed as an absolute guarantee by the Town of Queen Creek for receiving such notice.
18. The applicant shall ensure the proposed multi-family residential development will actively participate in the Crime Free Housing program, including Crime Prevention through Management.
19. Properties located within Phoenix Mesa Gateway Airport Overflight Area 3 shall implement the following:
  - a. Final plats shall note the potential for objectionable aircraft noise. Specifically, the plat shall note the following:
    - i. This property, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals.

The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft.”

b. Sales offices for new single family residential projects shall provide notice to prospective buyers that the project is located within an Overflight Area. Such notice shall consist of a sign at least two foot by three foot (2' x 3') installed at the entrance to the sales office or leasing office at each residential project. The sign shall be installed prior to commencement of sales and shall not be removed until the sales office is permanently closed. The sign shall state the following in letters of at least one inch (1”) in height:

i. “This subdivision, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft. For additional information contact the Arizona Department of Real Estate at: (602) 468-1414 or Phoenix-Mesa Gateway Airport Public Relations Office at: (480) 988-7600.”

c. Leasing offices for new multi-family residential projects shall provide notice to prospective lessees that the project is located within an Overflight Area. Such notice shall consist of a sign at least two foot by three foot (2' x 3') installed at the entrance to the sales office or leasing office at each residential project. The sign shall be installed prior to commencement of leases and shall not be removed until the leasing office no longer leases units in the new project. The sign shall state the following in letters of at least one inch (1”) in height:

i. “This subdivision, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft. For additional information contact the Arizona Department of Real Estate at: (602) 468-1414 or Phoenix-Mesa Gateway Airport Public Relations Office at: (480) 988-7600.”

d. Public reports filed with the Arizona Department of Real Estate shall disclose the location of the Airport and potential aircraft overflights. The following statement shall +be included in the public report:

i. The construction, alteration, moving, and substantial repair of any human occupied building or structure in the new project shall achieve an exterior to interior Noise Level Reduction (NLR) of 25 decibels (dB) or an exterior to interior NLR that results in an interior noise level of 45 DNL or less. The developer shall submit a signed and sealed letter from a registered architect or engineer certifying that construction materials, methods, and design were employed to achieve the required noise reduction. A copy of the certification shall be submitted with the application for a building permit.

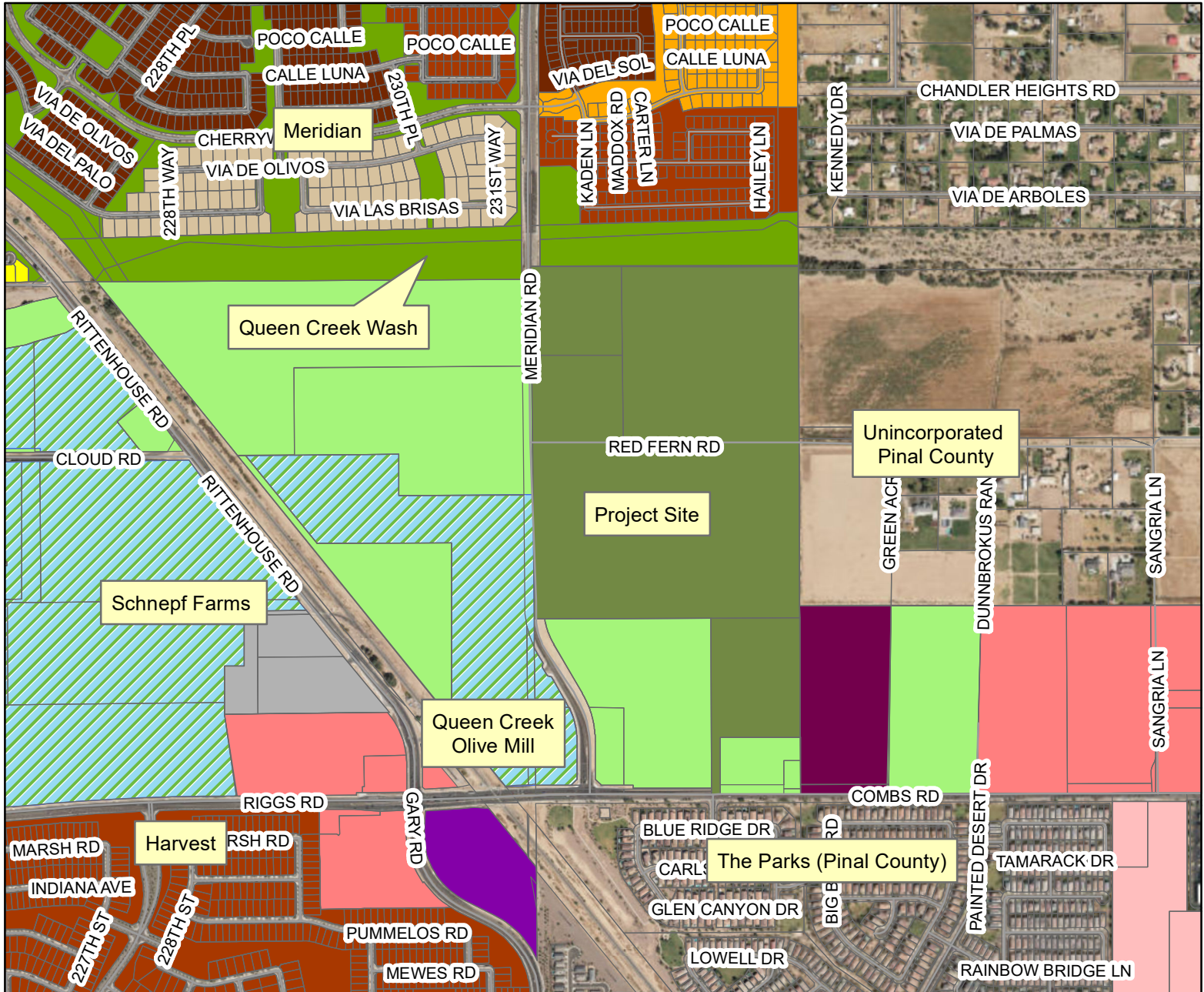
e. The owners of the new project, including mortgagees, other lien holders and easement holders, shall execute an avigation easement prior to or concurrently with the recordation of any final plat or approval of a final site plan for the new project. The easement shall be in a form approved by the Director of Planning.

**Attachment(s):**

1. [Aerial Exhibit.pdf](#)
2. [Aerial Existing Zoning.pdf](#)
3. [Aerial Proposed Zoning.pdf](#)
4. [General Plan Map.pdf](#)
5. [A- Conceptual Master Plan\\_BF.pdf](#)
6. [F- Illustrative Product Diagrams.pdf](#)
7. [PAD Narrative- Bosma Farms- COMPLETE- 3-20-24.pdf](#)
8. [Ord 838-24.pdf](#)
9. [Bosma Staff Presentation TC.ppt](#)

**Project Name: Bosma Rezone Aerial Exhibit**  
**Case Number: P23-0168**  
**Hearing Date: April 10, 2024 (Planning Commission)**

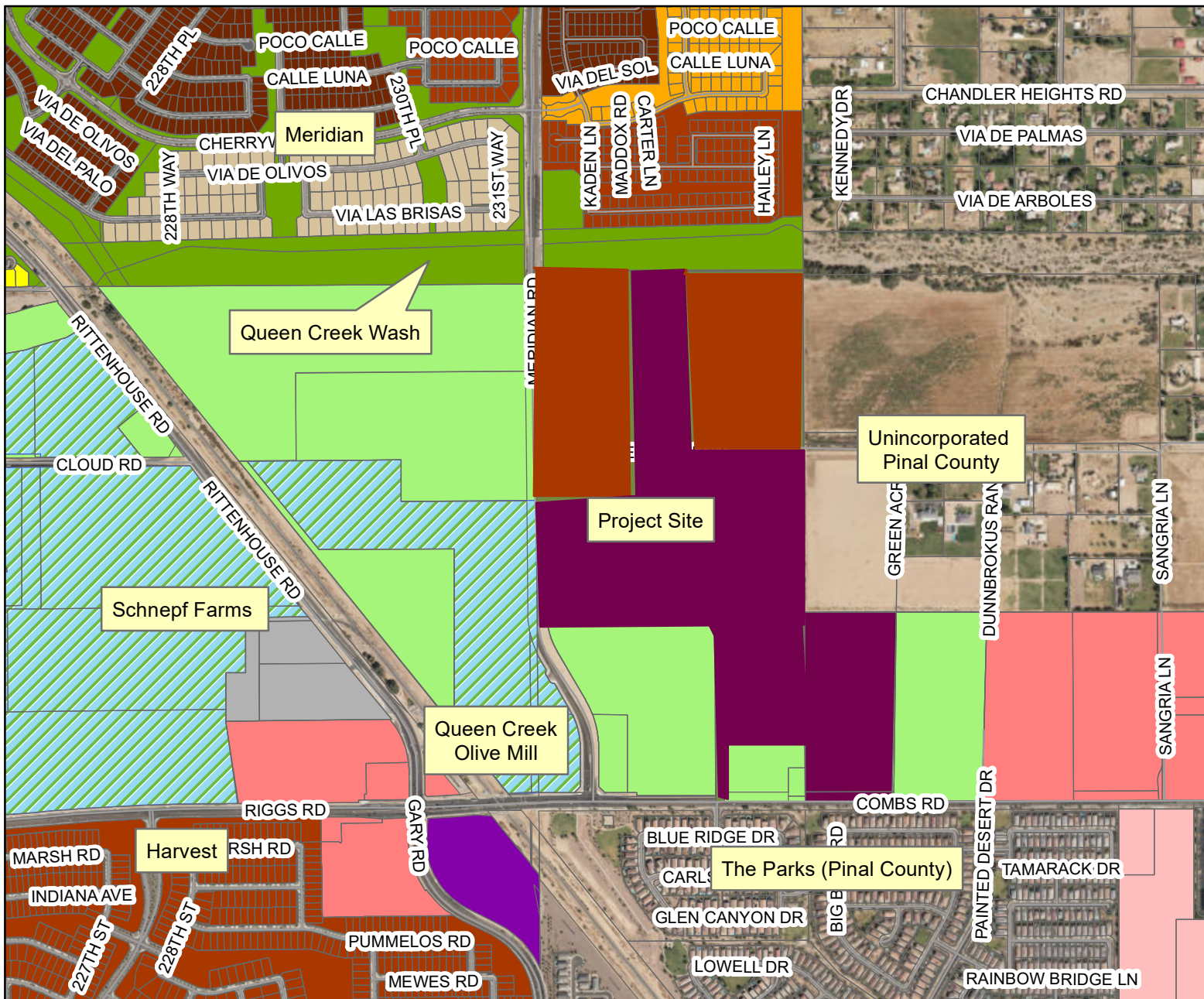




## Zoning Districts

C-1 - Commercial	PQP - Public/Quasi Public	R1-15 - Residential	R1-4 - Residential
C-2 - Commercial	PRC - Parks	R1-12 - Residential	HDR - High Density Residential
C-3 - Commercial	R1-190 - Residential	R1-9 - Residential	MDR - Medium Density Residential
DC - Downtown Core	R1-54 - Residential	R1-8 - Residential	MU - Mixed Use
RC - Residential Commercial	R1-43 - Residential	R1-7 - Residential	AT - Agritainment
EMP A - Office/Industrial Park	R1-35 - Residential	R1-6 - Residential	PCD - Planned Community District
EMP B - General Industrial	R1-18 - Residential	R1-5 - Residential	SP - Specific Plan

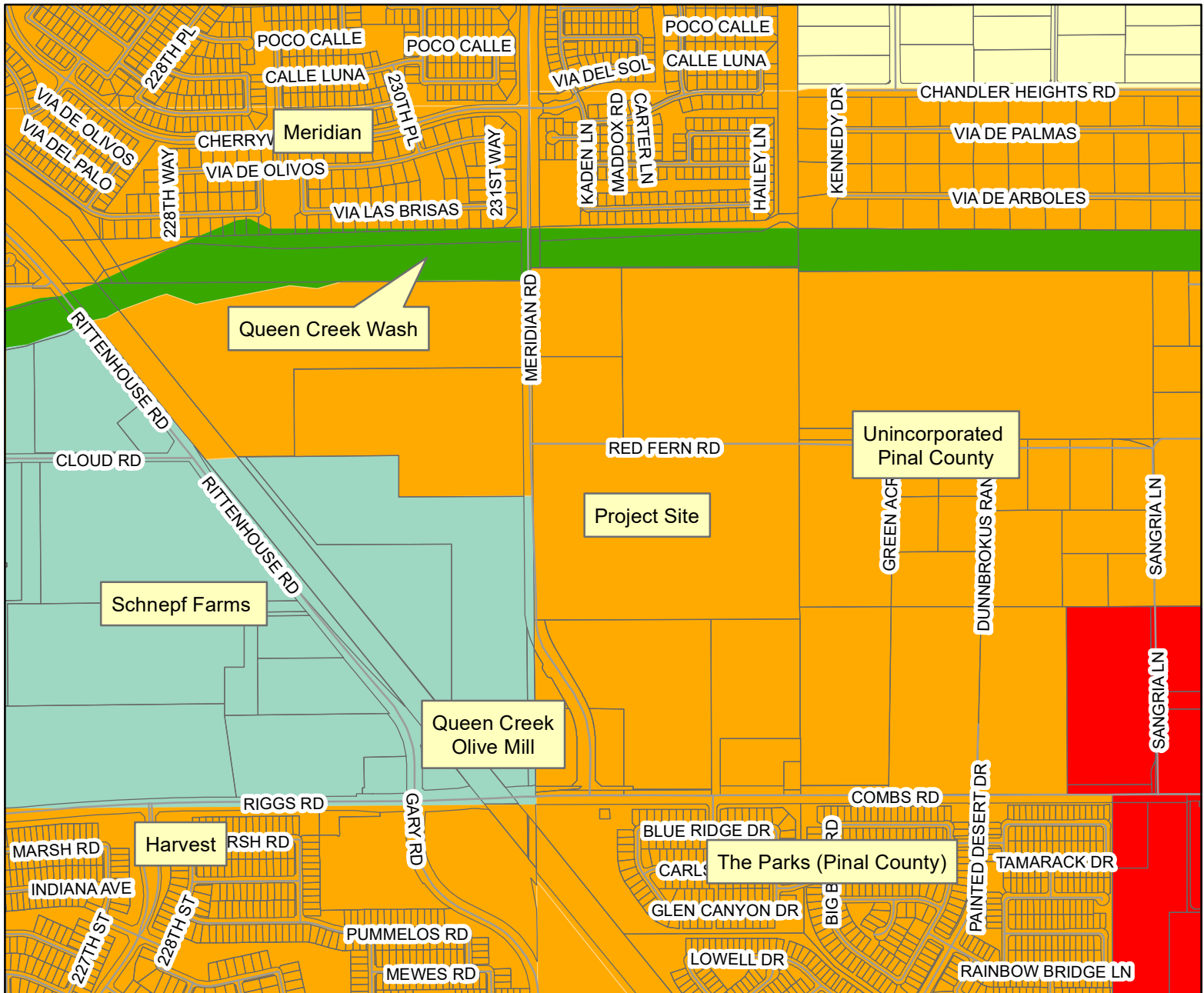
**Project Name: Bosma Rezone Proposed Zoning**  
**Case Number: P23-0168**  
**Hearing Date: April 10, 2024 (Planning Commission)**





## Zoning Districts

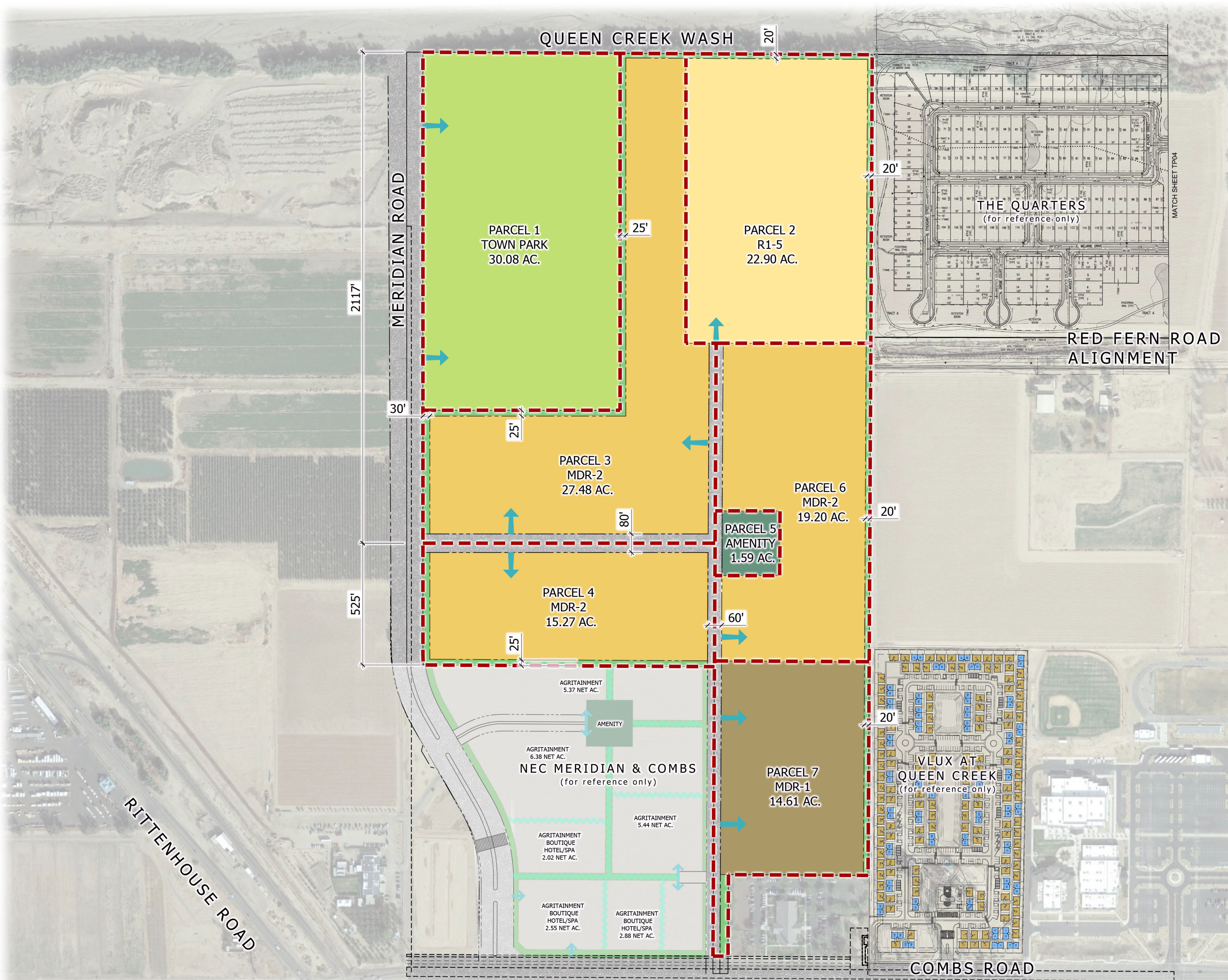
C-1 - Commercial	PQP - Public/Quasi Public	R1-15 - Residential	R1-4 - Residential
C-2 - Commercial	PRC - Parks	R1-12 - Residential	HDR - High Density Residential
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EMP A - Office/Industrial Park	R1-35 - Residential	R1-6 - Residential	PCD - Planned Community District
EMP B - General Industrial	R1-18 - Residential	R1-5 - Residential	SP - Specific Plan





### General Plan Land Use

- |   |  |  |
|---|--|--|
|  Rural        |  Commercial |  Special District 1   |
|  Neighborhood |  Industrial |  Special District 2   |
|  Urban        |  Open Space |  Special District 3   |
|   |  |  Special District 4 |



SITE DATA				
GROSS ACREAGE	135.69 AC			
NET ACREAGE	131.33 AC	5.98 DU/AC		
TOWN PARK	30.08 AC			
AMENITY	1.59 AC			
TRAIL OPEN SPACE	5.13 AC			
TOTAL OPEN SPACE	36.80 AC			
DESCRIPTION	NET ACREAGE	DEVELOPMENT CATEGORY	UNITS	MIX
PARCEL 1 <sup>1</sup>	30.08 AC	R1-5	135 DU	17.20%
PARCEL 2	22.90 AC	R1-5	80 DU	10.19%
PARCEL 3	27.48 AC	MDR-2	216 DU	27.52%
PARCEL 4	15.27 AC	MDR-2	85 DU	10.83%
PARCEL 5	1.59 AC	AMENITY		
PARCEL 6	19.20 AC	MDR-2	119 DU	15.16%
PARCEL 7	14.61 AC	MDR-1	150 DU	19.11%
AMENITY	1.59 AC	AMENITY		
MDR-1	14.61 AC	MDR-1	150 DU	19.11%
MDR-2	61.95 AC	MDR-2	420 DU	53.50%
R1-5	52.98 AC	R1-5	215 DU	27.39%
<b>TOTAL</b>	<b>131.33 AC</b>		<b>785 DU</b>	

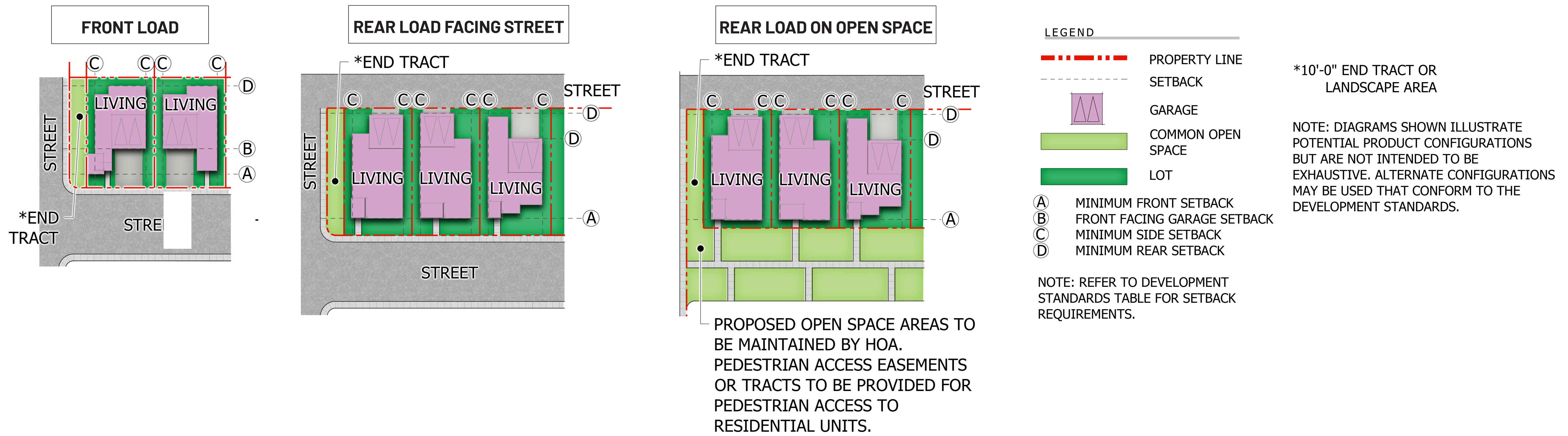
1. IF THE TOWN PARK DOES NOT DEVELOP, THE LAND MAY BE DEVELOPED AS RESIDENTIAL LOTS

**LEGEND**

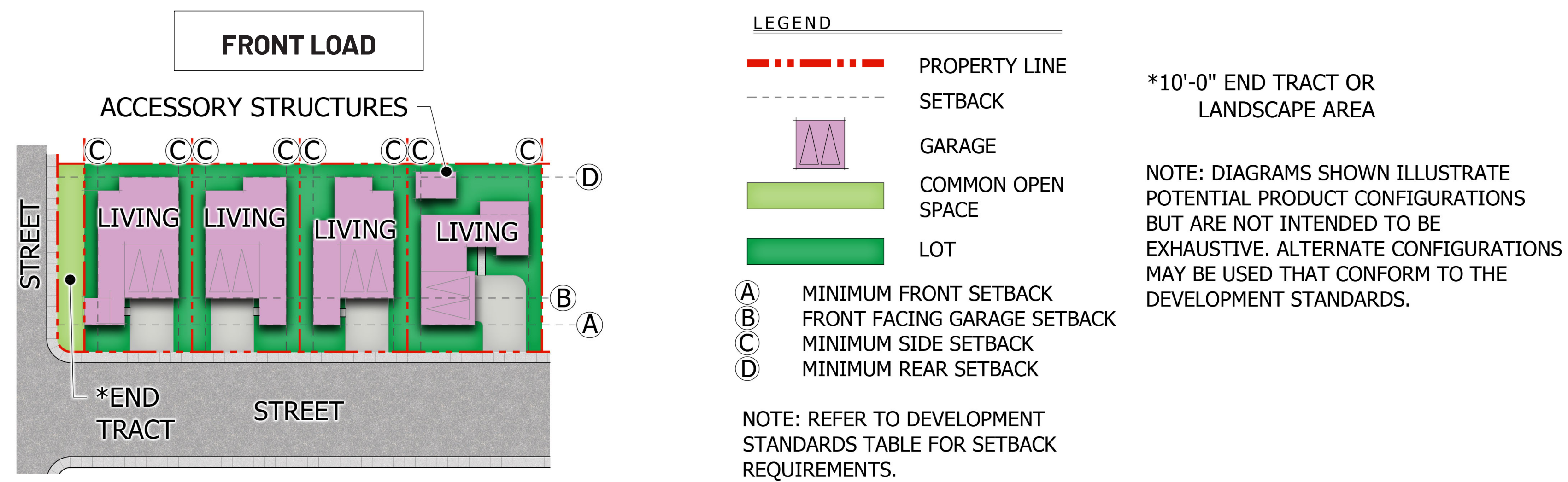
- ROADWAY CONNECTION
- PARCEL BOUNDARY

Exhibit A

## MDR2: Illustrative Product Diagrams for Single-Family Detached Front Load and Rear Load



## R1-5: Illustrative Product Diagrams for Single-Family Detached Front Load



**MDR2: Examples of Single-Family Detached Front Load and Rear Load**



**DETACHED FRONT LOAD**



**DETACHED REAR LOAD FACING STREET**



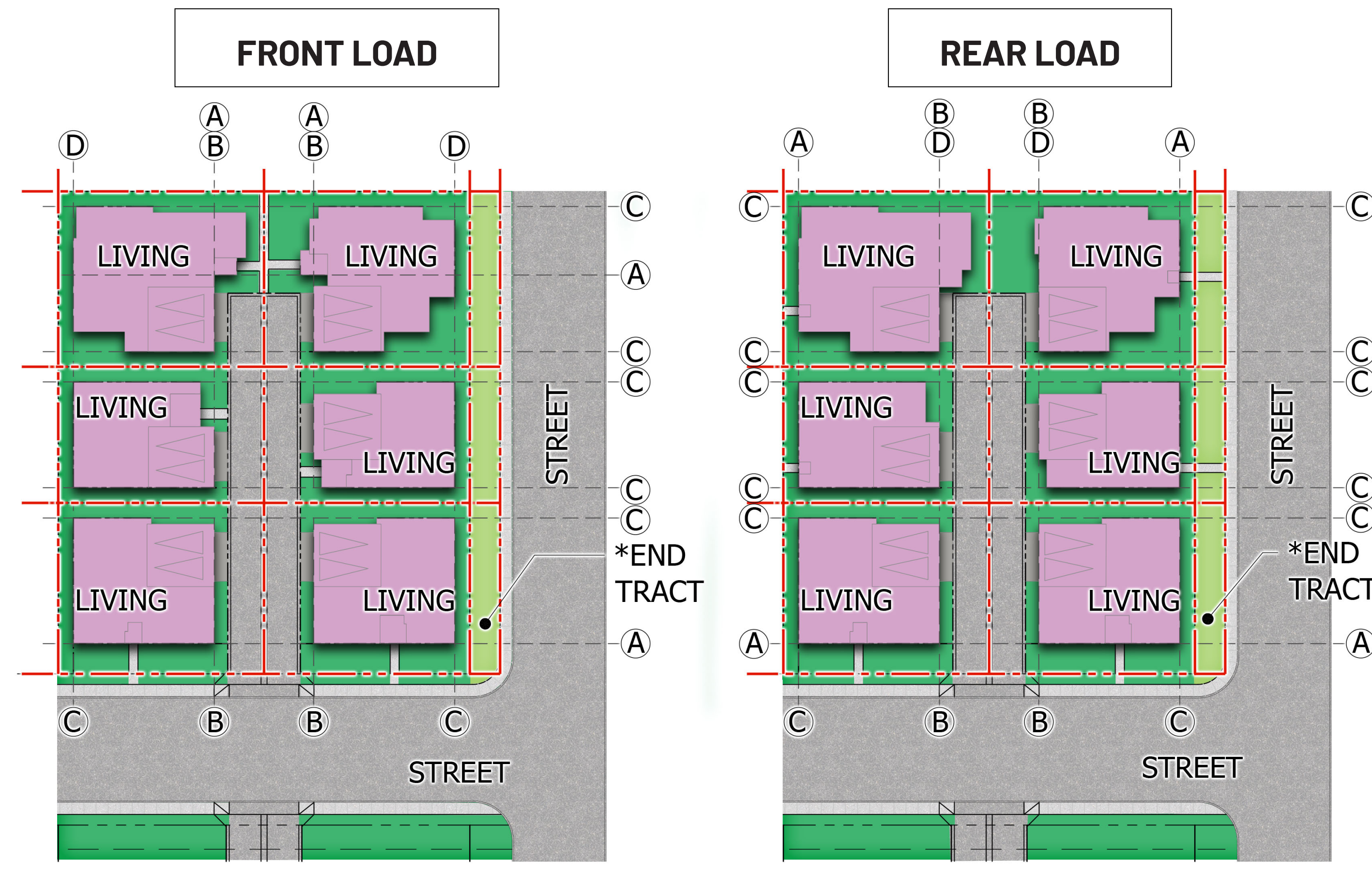
**DETACHED REAR LOAD FACING OPEN SPACE**

**R1-5: Example of Single-Family Detached Front Load**



**DETACHED FRONT LOAD**

## MDR2: Illustrative Product Diagrams for Single-Family Detached Cluster



**LEGEND**

- - - - - PROPERTY LINE
- - - - - SETBACK
- GARAGE
- COMMON OPEN SPACE
- LOT

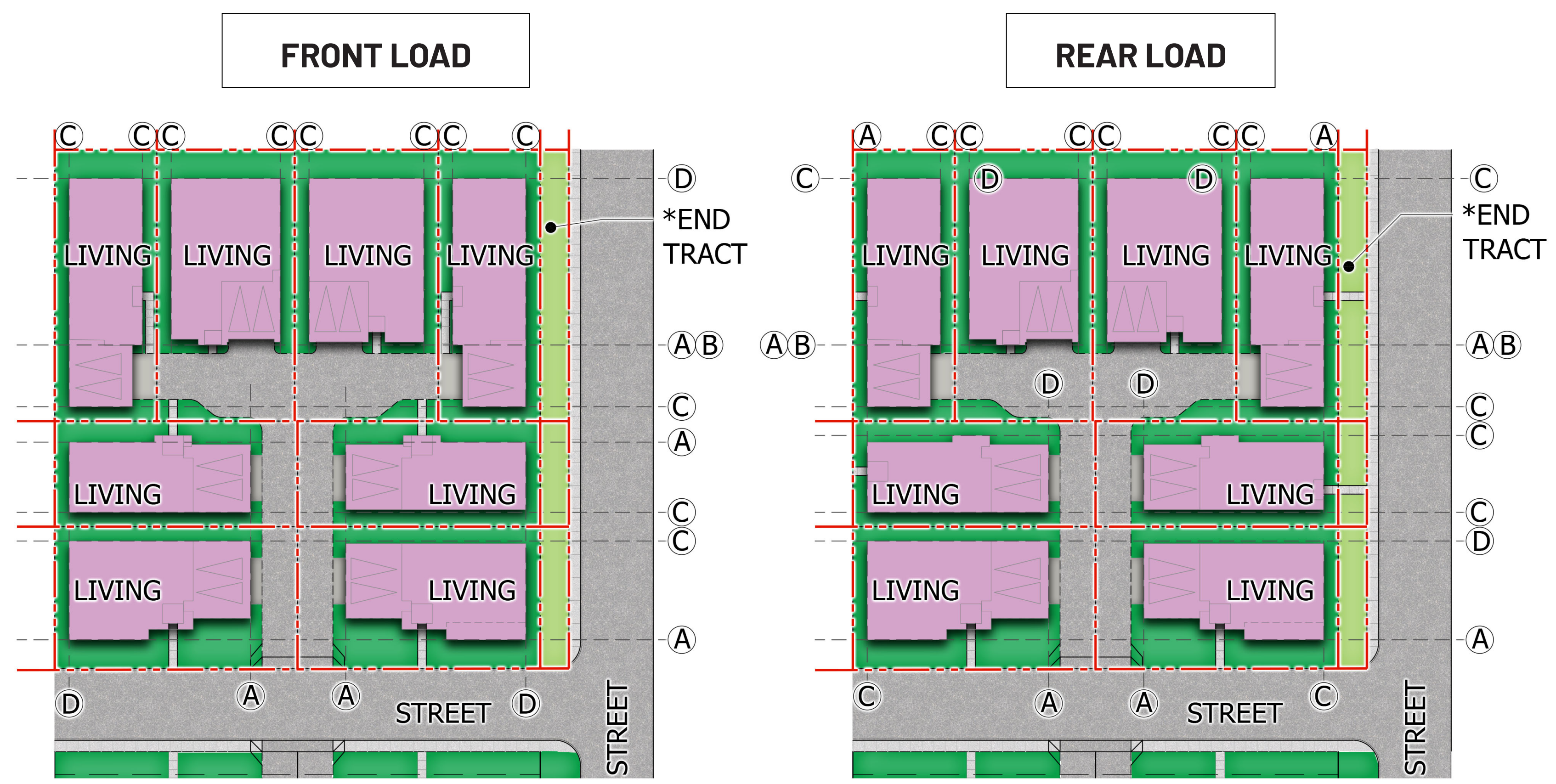
(A) MINIMUM FRONT SETBACK  
 (B) FRONT FACING GARAGE SETBACK  
 (C) MINIMUM SIDE SETBACK  
 (D) MINIMUM REAR SETBACK

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

\*10'-0" END TRACT OR LANDSCAPE AREA

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

## MDR2: Illustrative Product Diagrams for Single-Family Detached Hammerhead



**LEGEND**

- - - - - PROPERTY LINE
- - - - - SETBACK
- GARAGE
- COMMON OPEN SPACE
- LOT

(A) MINIMUM FRONT SETBACK  
 (B) FRONT FACING GARAGE SETBACK  
 (C) MINIMUM SIDE SETBACK  
 (D) MINIMUM REAR SETBACK

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

\*10'-0" END TRACT OR LANDSCAPE AREA

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

## MDR2: Examples of Single-Family Detached Cluster



FRONT LOAD



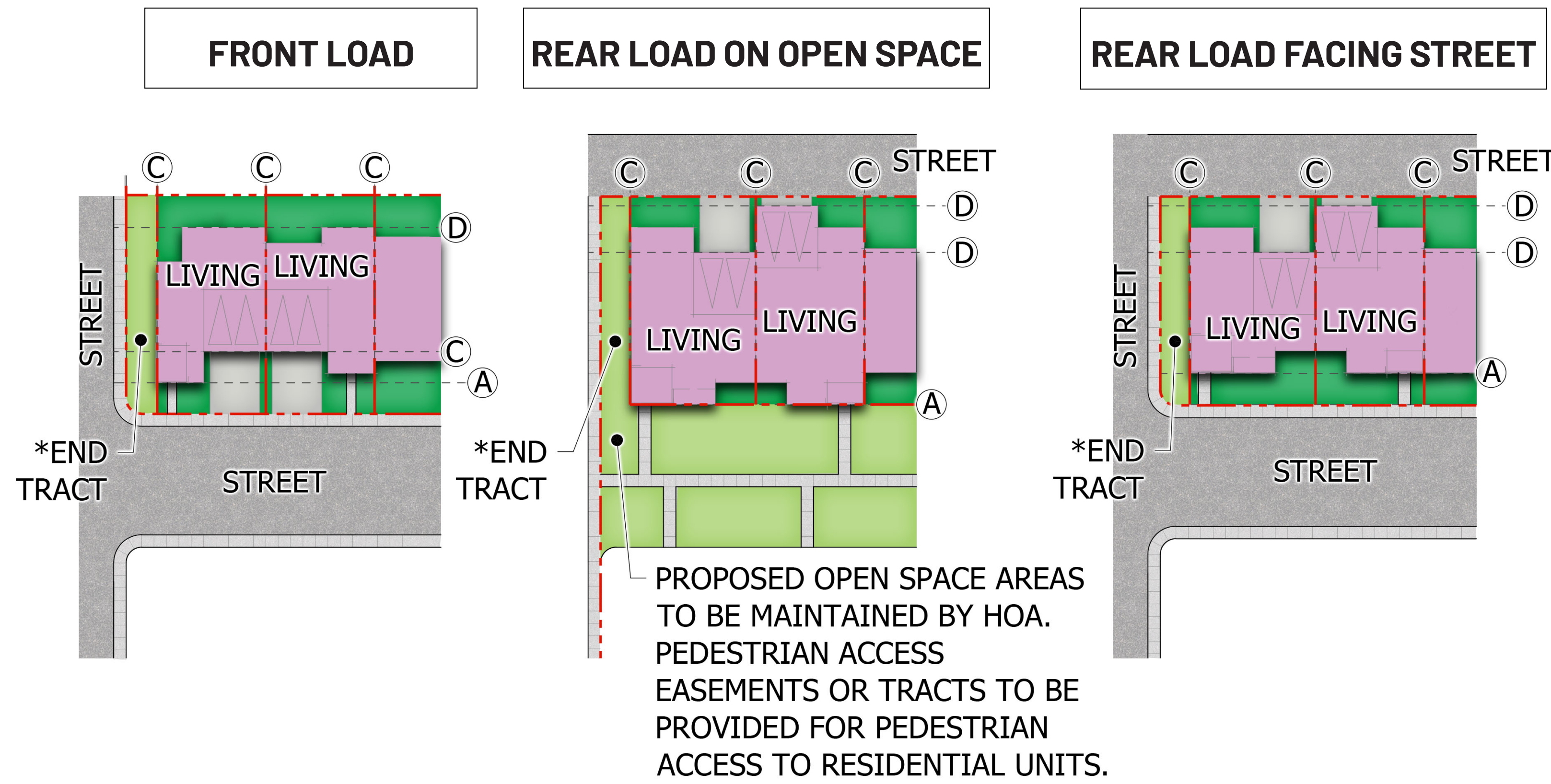
REAR LOAD

## MDR2: Examples of Single-Family Detached Hammerhead



HAMMERHEAD FRONT LOAD

## MDR2: Illustrative Product Diagrams for Single-Family Attached Front Load and Rear Load



**LEGEND**

- - - - - PROPERTY LINE
- - - - - SETBACK
- GARAGE
- COMMON OPEN SPACE
- LOT

(A) MINIMUM FRONT SETBACK  
 (B) FRONT FACING GARAGE SETBACK  
 (C) MINIMUM SIDE SETBACK  
 (D) MINIMUM REAR SETBACK

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

\*10'-0" END TRACT OR LANDSCAPE AREA

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

**MDR2: Examples of Single-Family Attached Front Load and Rear Load**



**ATTACHED FRONT LOAD**



**ATTACHED REAR LOAD FACING STREET**



**ATTACHED REAR LOAD FACING OPEN SPACE**

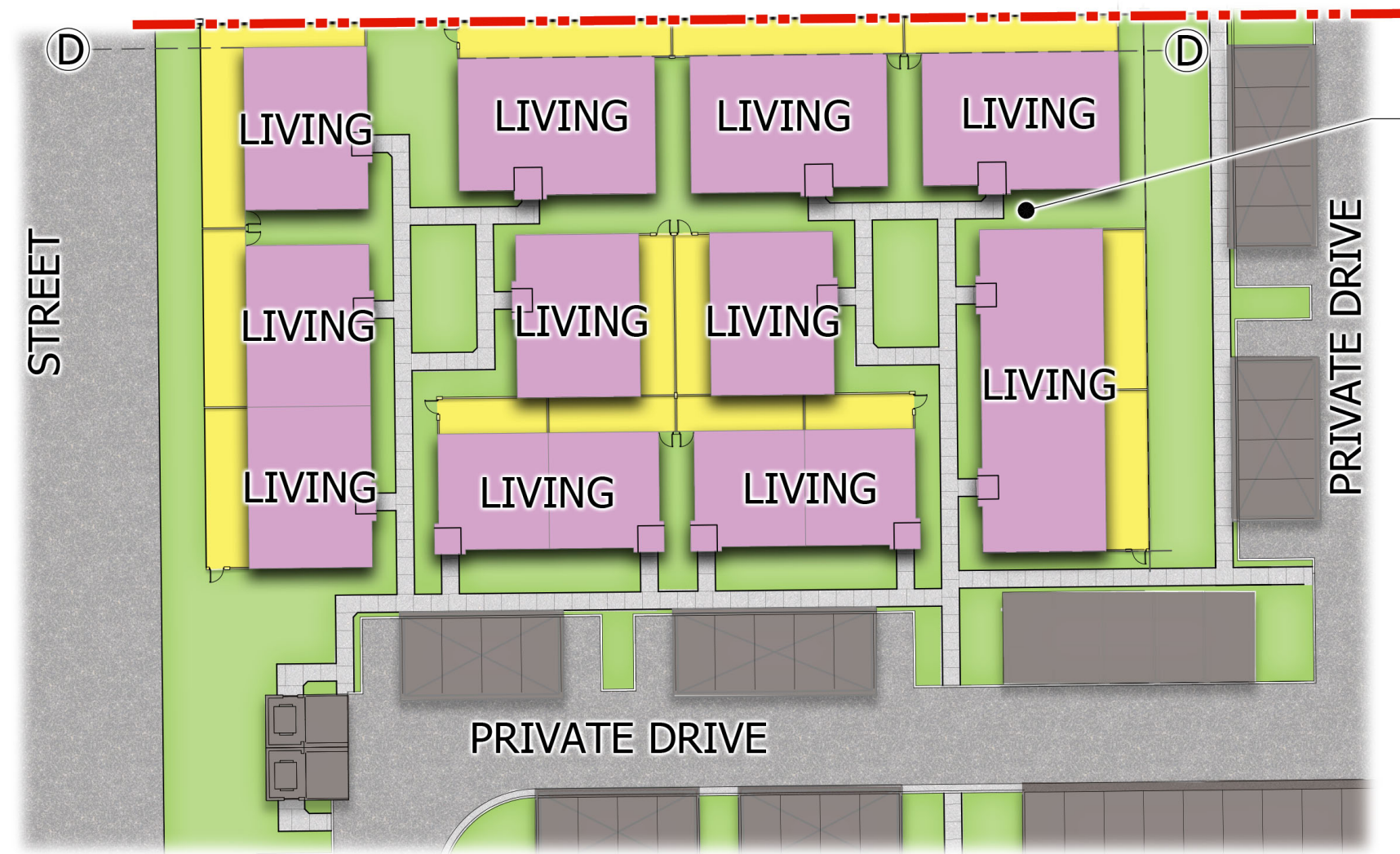


**TOWNHOME FRONT LOAD**



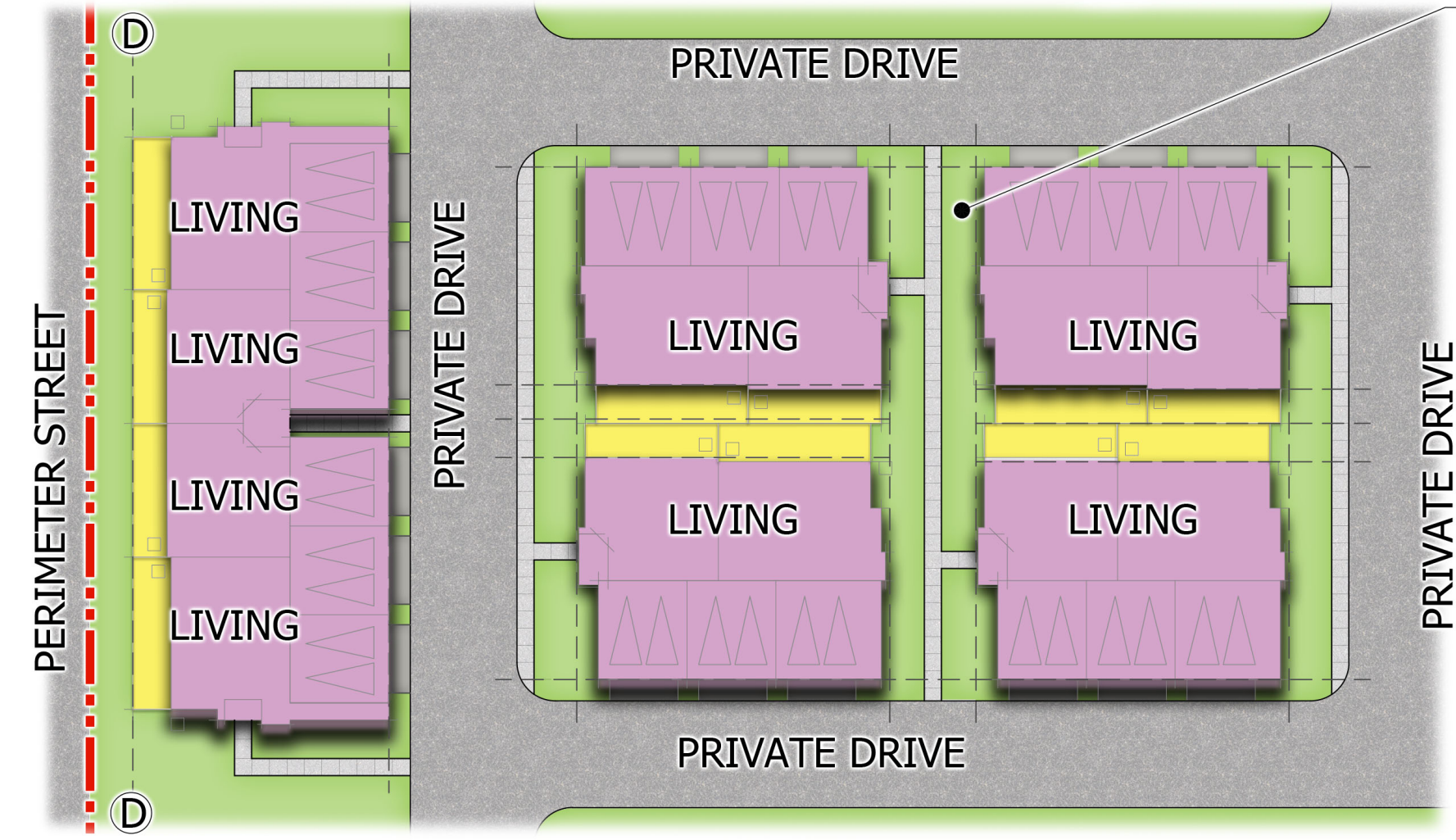
# MDR1: Illustrative Product Diagrams for Horizontal Multi-Family

**COTTAGES**



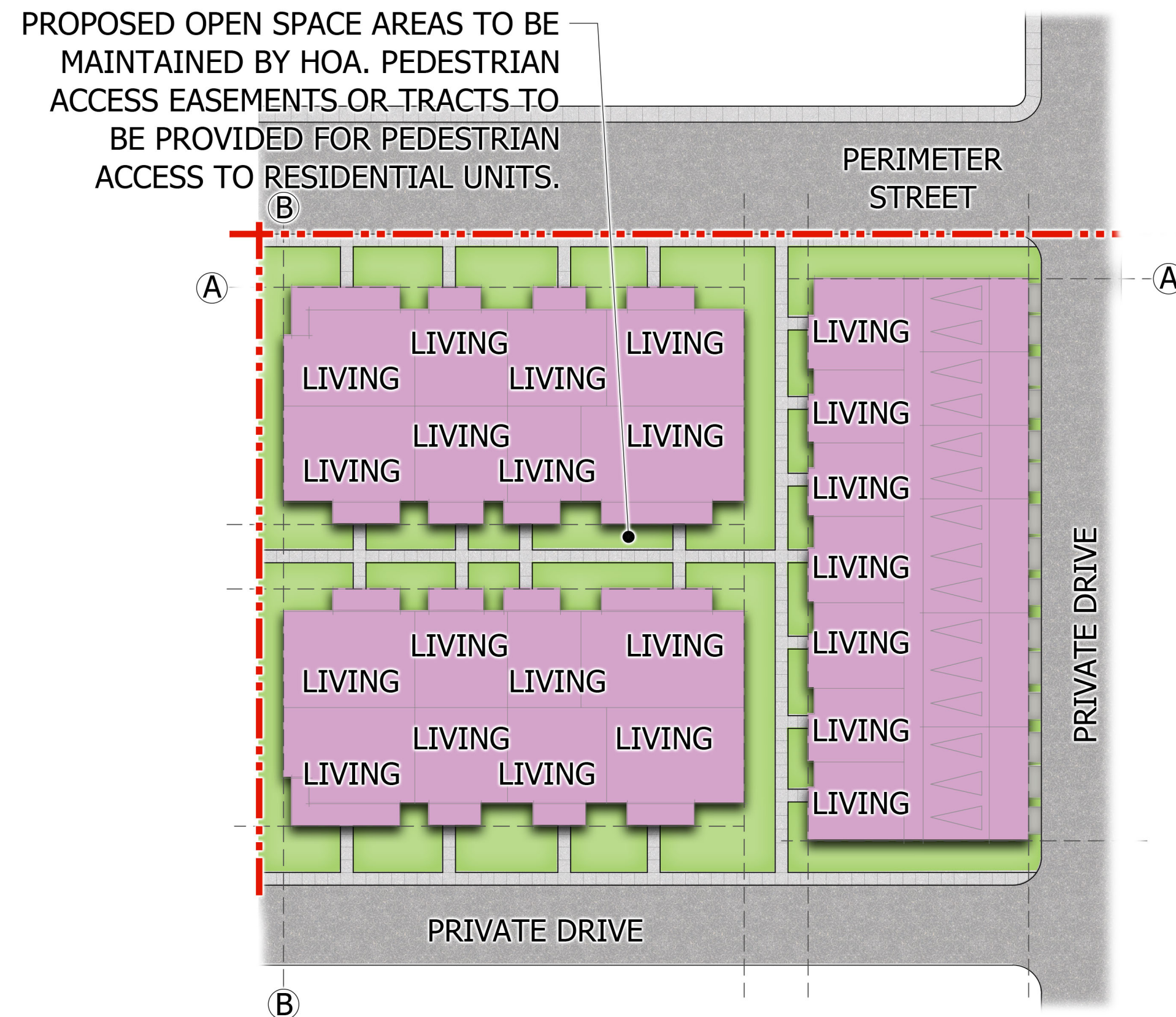
PROPOSED OPEN SPACE AREAS TO BE MAINTAINED BY HOA OR MANAGEMENT COMPANY. PEDESTRIAN ACCESS EASEMENTS OR TRACTS TO BE PROVIDED FOR PEDESTRIAN ACCESS TO RESIDENTIAL UNITS.

**TOWNHOME FRONT LOAD**



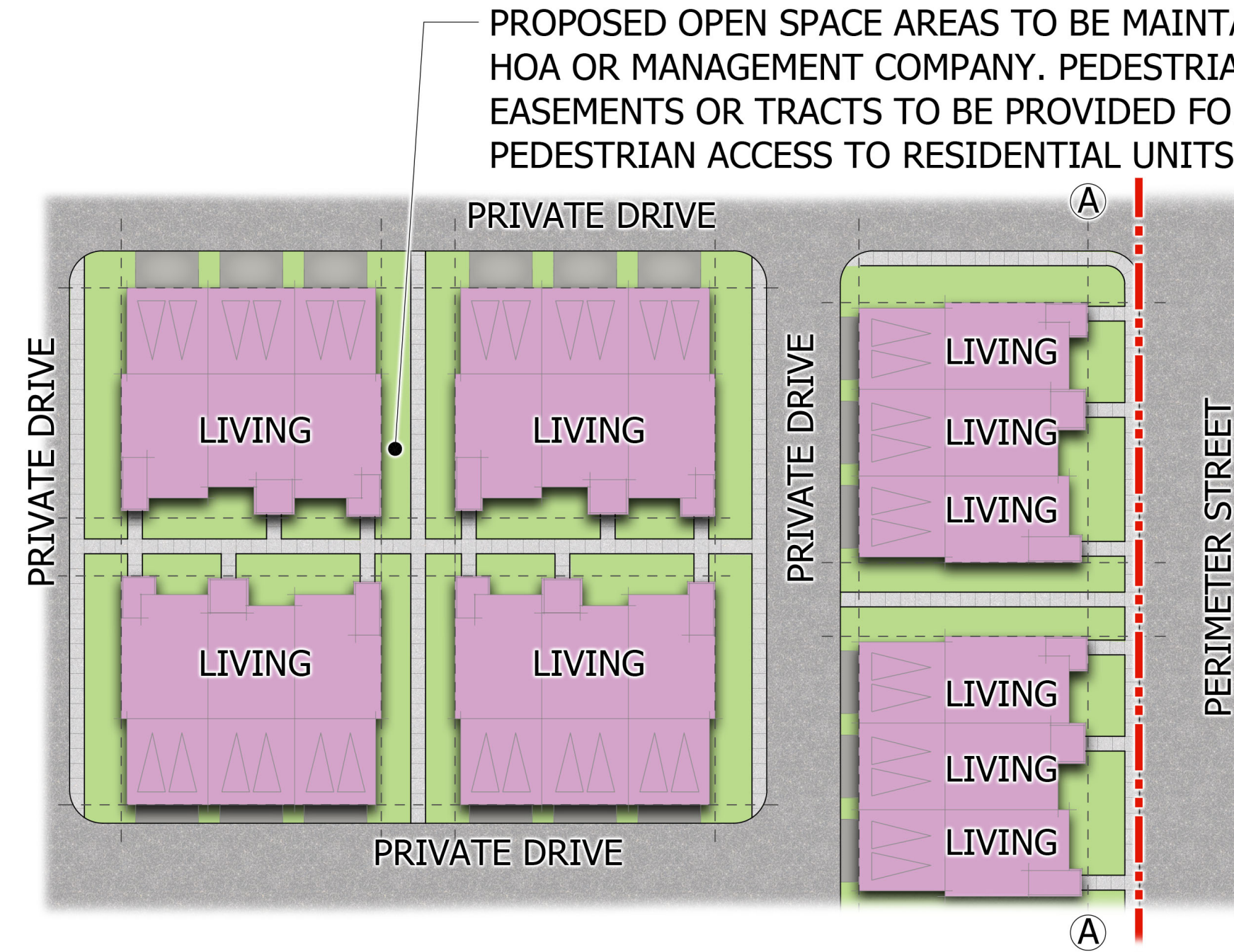
PROPOSED OPEN SPACE AREAS TO BE MAINTAINED BY HOA. PEDESTRIAN ACCESS EASEMENTS OR TRACTS TO BE PROVIDED FOR PEDESTRIAN ACCESS TO RESIDENTIAL UNITS.

**CONDO**



PROPOSED OPEN SPACE AREAS TO BE MAINTAINED BY HOA. PEDESTRIAN ACCESS EASEMENTS OR TRACTS TO BE PROVIDED FOR PEDESTRIAN ACCESS TO RESIDENTIAL UNITS.

**TOWNHOME REAR LOAD**



PROPOSED OPEN SPACE AREAS TO BE MAINTAINED BY HOA OR MANAGEMENT COMPANY. PEDESTRIAN ACCESS EASEMENTS OR TRACTS TO BE PROVIDED FOR PEDESTRIAN ACCESS TO RESIDENTIAL UNITS.

**LEGEND**

- PROPERTY LINE
- SETBACK
- GARAGE
- COMMON OPEN SPACE
- PRIVATE YARD
- (A)** MINIMUM FRONT SETBACK
- (B)** FRONT FACING GARAGE SETBACK
- (C)** MINIMUM SIDE SETBACK
- (D)** MINIMUM REAR SETBACK

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

## MDR1: Examples of Horizontal Multi-Family



**COTTAGES**



**DUPLEX**



**CONDO**



**TOWNHOME FRONT LOAD**



**TOWNHOME REAR FACING OPEN SPACE**



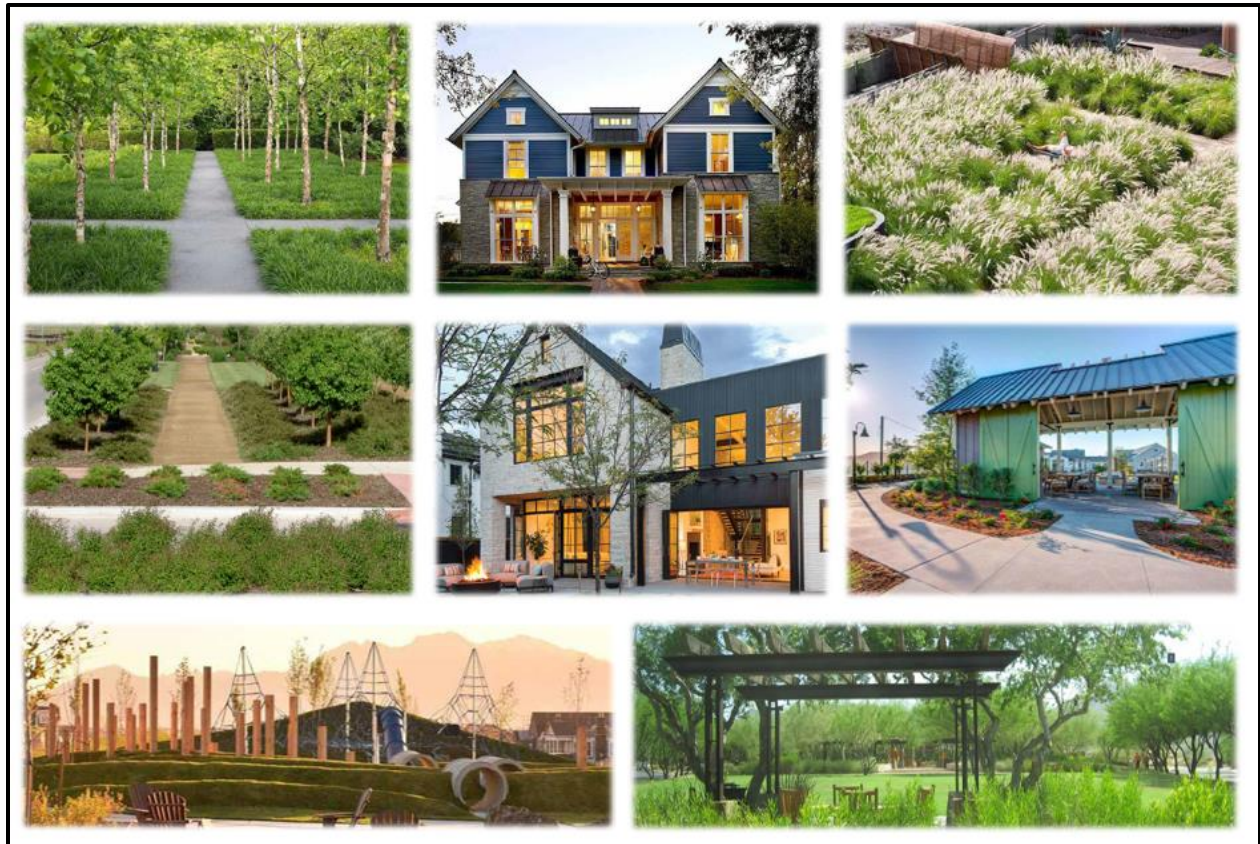
**TOWNHOME REAR LOAD FACING STREET**



# Bosma Farms

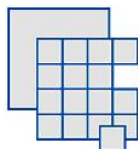
NEC Meridian Rd. & Combs Rd.

## PAD Zoning Narrative



***Submitted by:***

**Applicant: Pew & Lake, PLC**  
 Attn: Sean B. Lake/Vanessa MacDonald  
 1744 S. Val Vista Drive, Ste. 217  
 Mesa, AZ 85204  
 Ph. 480-461-4670



**Pew & Lake, P.L.C.**  
 Real Estate and Land Use Attorneys

***Planning + Landscape Architecture:***

**ABLA**  
 Attn: Andy Baron  
 310 E. Rio Salado Pkwy.  
 Tempe, AZ 85281  
 Ph. 480-530-0077



On behalf of:

**Bosma Farms**

March 19, 2024



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Introduction ..... 2

Existing Site Conditions and Relationship to Surrounding Properties..... 3

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    Landscaping and Open Space ..... 7

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    Planned Area Development (PAD) Approval Criteria ..... 11

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Public Outreach..... 13

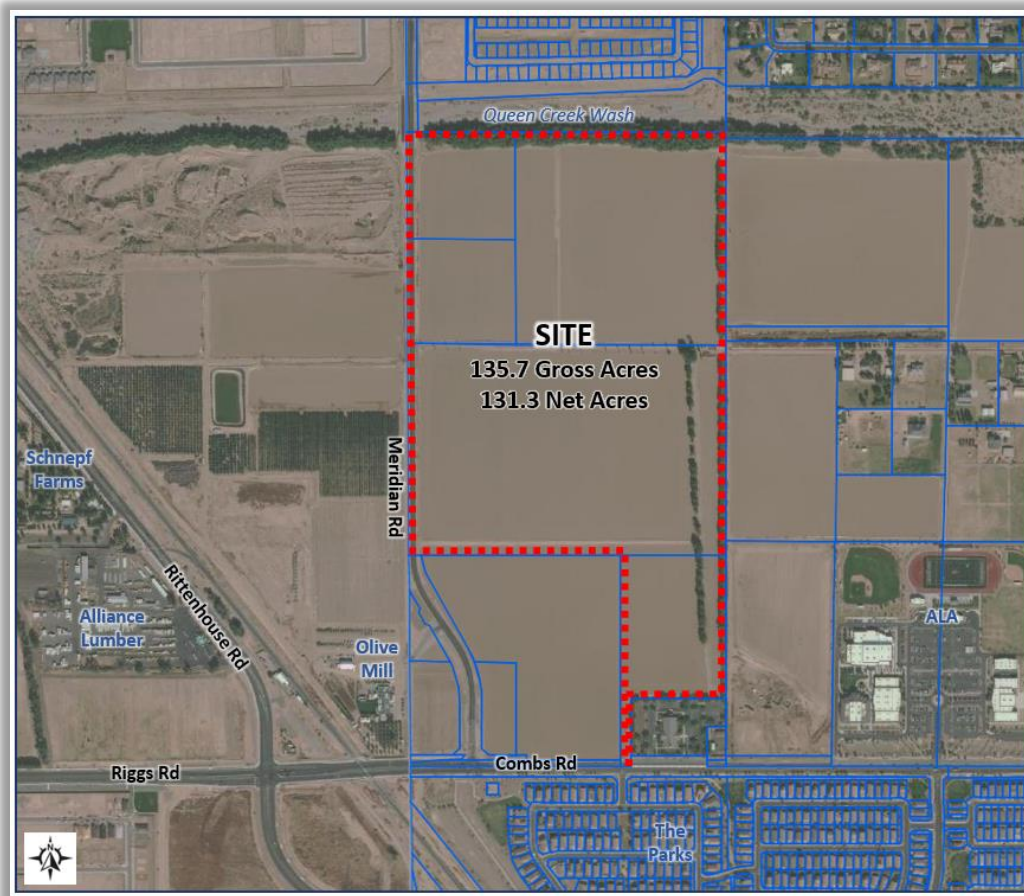
Conclusion..... 13



## Introduction

Pew & Lake, PLC, on behalf of Bosma Farms, is pleased to submit this narrative and related exhibits in support of a PAD zoning request for Bosma Farms, a planned residential community on approximately 136 acres on the east side of Meridian Road, North of Combs Road in Queen Creek (the “Property”). The Property is shown below, and is also known as Pinal County Assessor parcel numbers 104-53-043P, 104-53-042O, 104-53-041A, -041B and -041-C.

**Aerial Parcel Map**



This application includes the conceptual plans for the proposed Bosma Farms community. The community has been designed to complement the expanded Queen Creek Olive Mill, as well as Schnepf Farms, two of the Town’s signature agritainment destinations. Wrapping around existing and planned development on an arterial corner parcel, this residential community will feature a 30-acre Town Park surrounded by neighborhoods with various residential types and densities. The community will be infused with agriculturally themed landscaping and recreational amenities. Thoughtfully designed pedestrian and open space nodes and shaded pathways will create connectivity between neighborhoods and to the planned multi-use trail along the Queen Creek Wash. Bosma Farms will be an exciting, planned development at a key location in the Town with a character and theme that celebrates Queen Creek’s agrarian heritage.



### Existing Site Conditions and Relationship to Surrounding Properties

The property is at the northeast corner of the newly aligned Meridian Road and Combs Road. It is currently vacant agricultural property. Beyond Meridian, to the west, is property owned by the Queen Creek Olive Mill that is planned for the expansion of the Olive Mill’s Agritainment uses. The Queen Creek Wash is along the northern boundary, as well as an R1-5 subdivision, and to the east, in Pinal County, there are vacant properties, and two residential subdivisions. A church is immediately adjacent to the Property’s southern boundary, and across Combs Road is The Parks residential subdivision. The table below summarizes the existing and surrounding land uses and designations.

*Existing and Surrounding Land Use Context*

Direction	Jurisdiction	General Plan Land Use	Existing Zoning	Existing Use
North	Queen Creek	Neighborhood	PRC	QC Wash
East	Unincorporated Pinal County	Neighborhood	SR	Vacant, multi-family, planned SFR
South	Queen Creek	Neighborhood	R1-43 & AT	Church, vacant The Parks subdivision (across Combs Road)
West	Queen Creek	Agritainment & Neighborhood	AT, R1-43	Meridian Rd., Olive Mill
<b>Project Site</b>	<b>Queen Creek</b>	<b>Neighborhood</b>	<b>R18-PAD</b>	<b>Vacant Agricultural</b>

### Existing General Plan Designation

As shown on the next page, the Property is designated on the Queen Creek General Plan Land Use Map within the “Neighborhood” category. Prior versions of the Queen Creek General Plan designated this site as Mixed Use, indicating that the Town has always anticipated a variety of uses on this large property.

The Land Use categories in the General Plan describe the types and locations of land uses, residential densities, and commercial intensities that are planned within the Town boundaries. The “Neighborhood” Land Use category anticipates mostly residential development of single-family, patio homes, multifamily or other forms of residential uses. The *Neighborhood* category encourages adequate transitions or buffering techniques when abutting Rural or Urban areas. Finally, materials and detailing in *Neighborhood* developments should be evocative of a residential character, preferably with an emphasis on an agrarian theme.

Bosma Farms supports the vision of the Neighborhood Land Use category by offering a variety of residential densities, implementing the preferred agricultural character in the design of the community, and the development is laid out so that the highest densities are closest to the



arterial and collector roads. As such, it is in conformance with the 2018 Town of Queen Creek General Plan.

### Existing Zoning

The property is currently zoned R1-18/PAD.

### Request

To implement the Bosma Farms community development, the applicant requests approval of the following requests:

- 1) Rezone of approximately 55.45 acres of the property from R1-18 to R1-5;
- 2) Rezone of approximately 80.24 acres of the property from R1-18 to MDR/PAD.

A preliminary plat is not being requested at this time but will be processed at a later date.

### Project Description

As shown on **Exhibit A**, the **Conceptual Master Plan**, Bosma Farms is proposed as a residential subdivision with accompanying landscaping, open space, and pedestrian connectivity that is characteristic of a well-planned community. The project is comprised of seven (7) different parcels—five with different residential offerings, an amenity area that will be for the Bosma Farms community, and a potential 30-acre Town park that will ultimately be purchased, developed and maintained by the Town of Queen Creek.

The different residential parcels are planned so that the lowest density product is placed up against the Queen Creek Wash. As is typical in other parts of the Town, single family homes will “back” onto the wash, with the premium lots in the community being those immediately adjacent to the wash. The southern bank of the wash will be improved as required in this area and a new multi-use trail will ultimately provide connectivity with other parts of the wash as they are developed. The other residential parcels within the community are planned for residential products of various densities and product types.

The table on the next page summarizes the proposed residential mix as shown on **Exhibit B-Zoning Exhibit**.



*Residential Mix*

Parcel	Product	Proposed Zoning District	Net Acreage	Proposed Units	Density	% of Total
1	Town Park (50' x 100')	R1-5	30.08	135	4.48	17.20
2	Single Family (50' x 100')	R1-5	22.90	80	3.48	10.19
3	Townhomes	MDR	27.48	216	7.86	27.52
4	Alley Loaded Homes	MDR	15.27	85	5.56	10.82
5	Community Amenity	MDR	1.79	0	0	0
6	Alley Loaded Homes	MDR	19.20	119	6.19	15.16
7	Medium Density Residential	MDR	14.61	150	10.26	19.11
<b>Total</b>		<b>Various</b>	<b>131.33</b>	<b>785</b>	<b>5.97 DU/AC</b>	<b>100%</b>

The product mix shown above is flexible to the extent that any changes must comply with the assigned development standards, and maximum number of allowed units.

It is worth noting that while there are residential units assigned to the future town park, they have been assigned only for the unlikely event that the Town decides against purchasing the property intended for the park. If the Town purchases the property from the Owner, the density within the community will be 4.95 DU/AC.

Product Types

As noted previously, Bosma Farms is designed to accommodate a variety of housing types to provide options for future homebuyers in Queen Creek. The graphic on the next page shows the potential product types that may be incorporated into the community—single-family, detached homes and alley-loaded homes, and single-family, attached homes, which may also be known as townhomes or duplexes in clustered or hammerhead configurations. These home types have been selected so that future residents of Queen Creek may be able to experience a different kind of homeownership, while staying within the Town’s boundaries.

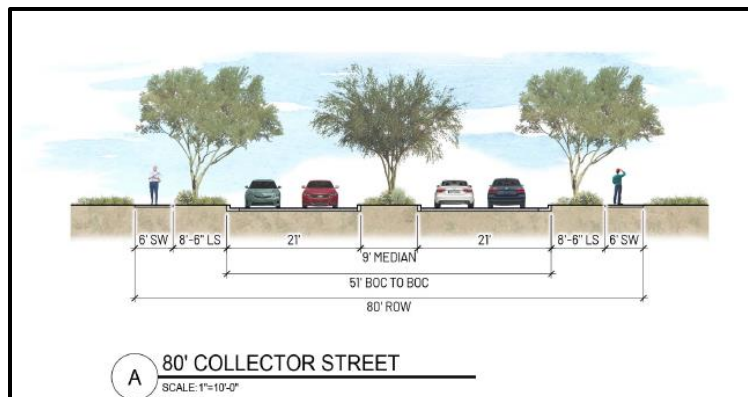




### Access and Circulation

Since the 2018 update to the Queen Creek General Plan, public improvements to transportation infrastructure surrounding the Bosma property have changed the nature of this area. These improvements have been in direct response to the increases in population in this area, and the intense activity created by Schnepf Farms and Queen Creek Olive Mill. The improvements include the widening of Riggs/Combs Road, improvement of the railroad crossing at Combs and Rittenhouse, and the realignment of Meridian Road. The Meridian Road realignment allows traffic to proceed north on Meridian to SR24, while bypassing the busy Combs/Rittenhouse intersection. These improvements accommodate a large volume of existing traffic on a daily basis and will be able to support the densities proposed in Bosma Farms, as well as the Olive Mill expansion and development of other residential communities planned for this area.

There will be access points to and from the community on Combs Road, and Meridian Road. The main roadways within the community are planned to be 80-feet and 60-feet wide, as shown below, to accommodate access from Combs Road and Meridian into the different neighborhoods within Bosma Farms. A connection to Red Fern Road will be explored during the platting process.



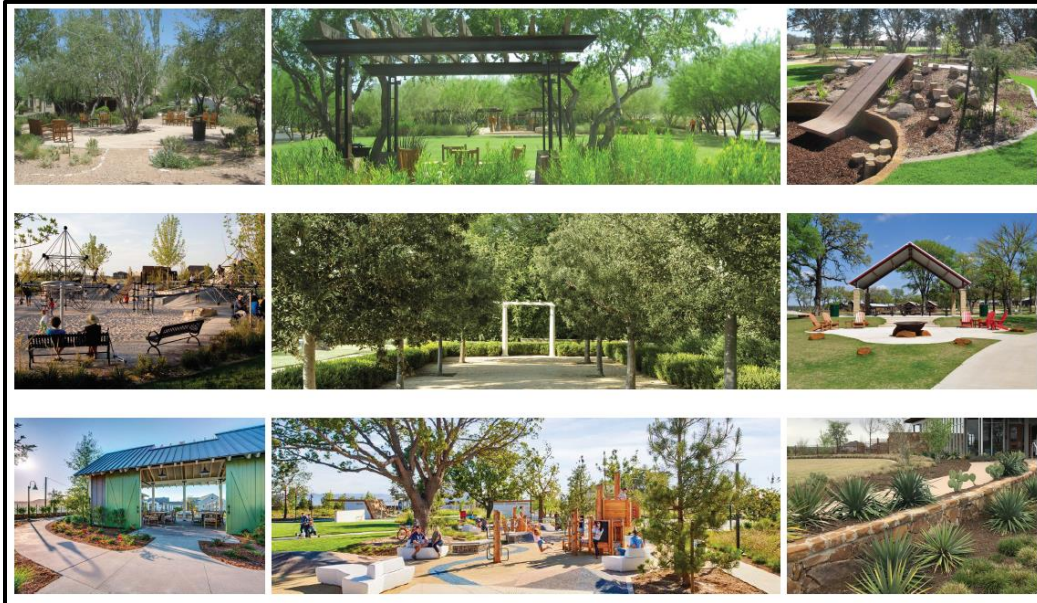


## Landscaping and Open Space

In addition to the community park, Bosma Farms will feature pedestrian and multi-use trails that will provide connectivity to the Queen Creek Olive Mill, the Queen Creek Wash, and between the residential neighborhoods in Bosma Farms to the community amenity area.

Some of the main recreational features that may be included in Bosma Farms are a community pool, sports courts, playground, barbecue facilities, pet friendly spaces, and natural and built structures for shade and outdoor seating. Each of the neighborhoods within Bosma Farms will be planned to meet the applicable requirements for active and passive open space, and the general locations and acreages of the open spaces within each neighborhood are shown on **Exhibit C- Conceptual Open Space Plan**.

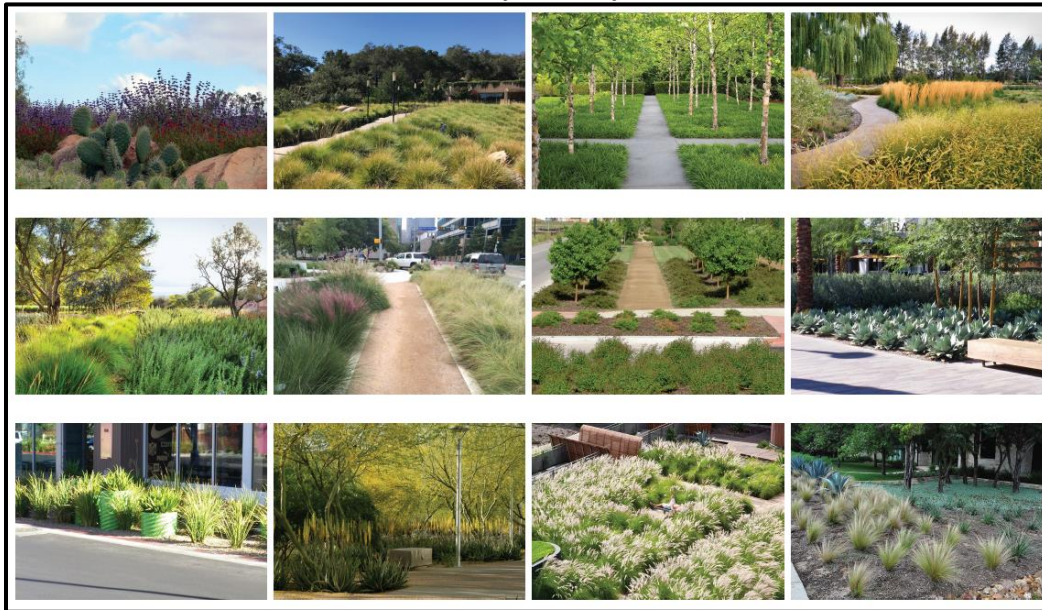
### *Amenity Concepts*



The design team’s landscape plan concept aims to preserve the agricultural heritage of the community. Tree types and placement will be consistent with the Town’s vision for the South Specific Area Plan and will contribute to Bosma Farm’s project identity and unique sense of place. The landscape design will establish natural buffers and transitions between uses and create an aesthetically pleasing natural environment.



*Landscape Concepts*



*Bicycle and Pedestrian Connectivity*

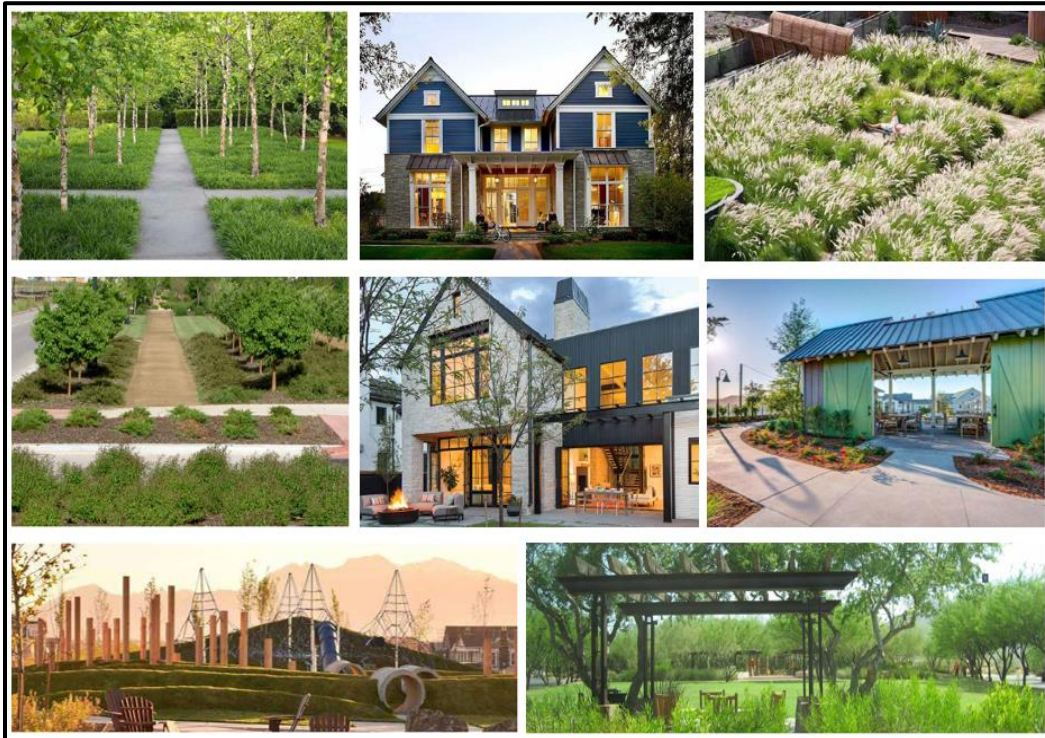
As shown on **Exhibit D- Conceptual Circulation Plan**, Bosma Farms is designed to emphasize pedestrian and bicycle connectivity between the neighborhoods and amenity areas within the community, as well as to the surrounding area. A 10-foot multi-use trail will run along Meridian Road and will connect to the planned multi-use trail along the Queen Creek Wash. Pedestrian pathways will connect to the Hawk Crossing across Meridian at the Queen Creek Olive Mill as well as to the Town Park. Pedestrian pathways of varying widths will be provided within Bosma Farms to ensure safe circulation for bicycles and pedestrians.

*Community Design Character*

The design team envisions incorporating a rich design character that will build upon Queen Creek’s agricultural past. The community will be themed holistically, with careful attention paid to project entries, monumentation, walls, streets, landscaping, amenities, and buildings. Shown on the next page are examples that are representative of the type and quality of design styles that will be found within Bosma Farms. Included in the design palette are farmhouse, craftsman, hacienda and ranch style homes. Strong design elements like patio overhangs, hip roofs, vertical and horizontal sidings will combine to provide an enhanced housing design that integrates colors and materials that advance an agrarian theme. Similarly, the theming elements like lighting, signage, walls and landscaping will be designed in such a way to complement the various home offerings.



*Representative Imagery of Preliminary Design*



## Town Park

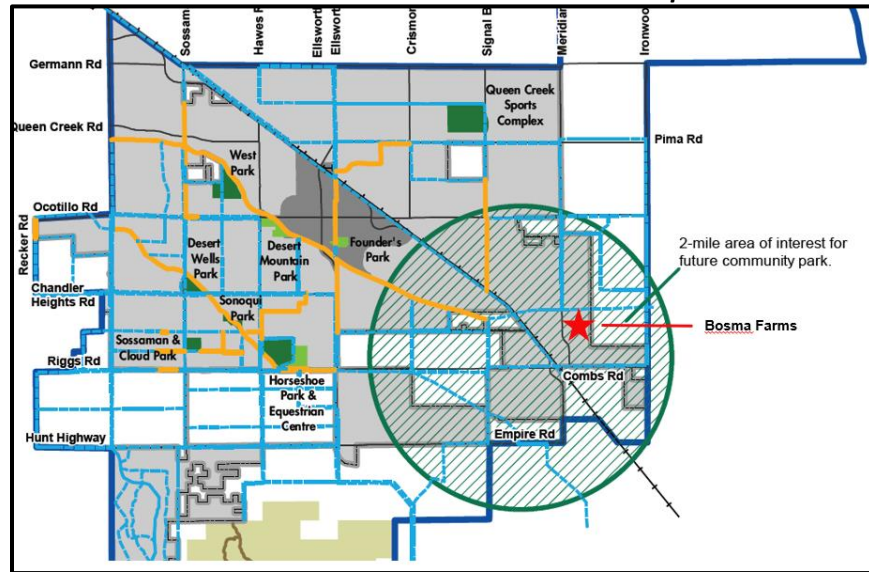
One of the signature elements of Bosma Farms is the 30-acre Town Park proposed in the northwest portion of the community, adjacent to the Queen Creek wash. This park is proposed to be developed by the Town of Queen Creek after the sale of the property from the Bosma family to the Town.

The property lies within the Town’s East Growth Area. One of the goals and strategies expressed in the General Plan is to explore opportunities for a community park in the East Growth Area (Growth Areas Element; Goal 1, Strategy 1.D).

The graphic on the next page shows the 2-mile area of interest that was identified in the General Plan as being suitable for a future community park. The 30-acre community park proposed in Bosma Farms will implement the goals of the General Plan by providing the Town of Queen Creek the opportunity to invest in a community asset in an important part of Town that was identified as lacking in open space and recreational opportunities. The park will also complement and extend the Agritainment uses proposed at the Queen Creek Olive Mill that is directly to the south. The Bosma family is grateful to be able to contribute this legacy property to the Town’s inventory of recreational open space.



2018 General Plan Parks and Trails Map



### PAD Request

As provided for in Section 4.11 of the Queen Creek Zoning Ordinance, the purpose of the Planned Area Development Overlay District (PAD) is to provide for the orderly development of land consistent with the Town of Queen Creek General Plan and Zoning Ordinance while permitting flexibility in the design, construction and processing of residential, commercial and / or industrial developments. The PAD development tool is used when a desired quality within a proposed development cannot be achieved by traditional lot by lot development under conventional zoning standards. While the conventional zoning districts and development standards set forth in the Town of Queen Creek Zoning Ordinance are reasonable, they do not anticipate many of the innovative building practices that are in use today. With the use of a PAD, unique and creative designs may be allowed upon the approval of deviations from the required development standards.

### Proposed Development Standards

As shown on **Exhibit E- Development Standards** and subsequent pages, the development standards within Bosma Farms have been designed to be product specific. In other words, the standards have been tailored to accommodate the various product types that are proposed for development in the community. The R1-5 zoning district parcels accommodate traditional single-family, detached products, and therefore are not included in the PAD request, but instead will comply with the R1-5 development standards established in the Zoning Ordinance. The multifamily, medium density parcels have been designed with modified standards and establish setbacks that are necessary to accommodate various types of multi-family development. These standards include decreased rear setbacks, especially where there are no driveways provided as



in alley-loaded and townhome products. Where garages are front facing in the multi-family parcels, 20-foot driveways are proposed, which is double the 10-foot requirement. Each of these standards have been developed thoughtfully, and to provide flexibility to future builders who will develop the neighborhoods in Bosma Farms. Examples of the multifamily residential products that may be developed in Bosma Farms, along with their related development standards are shown in **Exhibit F- Illustrative Product Diagrams**.

### Planned Area Development (PAD) Approval Criteria

The Bosma Farms PAD has been designed to advance the goals and policies of the Town of Queen Creek. As specified in Section 4.11.E.3 the Zoning Ordinance, in order for the Town to approve the requested PAD Overlay Zoning District, the following criteria must be met:

- a. The project is consistent with and implements the Town of Queen Creek General Plan and the provisions of this Ordinance;

**RESPONSE:** As previously noted, Bosma Farms PAD advances the *Neighborhood Land Use* category that anticipates mostly residential development of single-family, patio homes, multifamily or other forms of residential uses. The *Neighborhood* category also encourages adequate transitions or buffering techniques when abutting Rural or Urban areas. It also requires that materials and detailing should be evocative of a residential character, preferably with an emphasis on an agrarian theme.

The Bosma Farms community has been planned at an overall density of 4.95 DU/AC (upon the purchase of the park property by the Town of Queen Creek), which is less than 25% of the density range allowed in the General Plan. The community has been designed with the Town Park place adjacent to the Queen Creek wash to serve as a vital connection point to future trail connectivity planned along the wash.

- b. The arrangement of all uses and improvements reflects the natural capabilities and limitations of the site as well as the characteristics and limitations of the adjacent property;

**RESPONSE:** The park is placed against the wash for the reasons stated in the previous section, and the larger lots within the community are also placed against the wash for maximum marketability and to more closely match the homes across the Queen Creek wash. The parcels with the higher densities will wrap around the Queen Creek Olive Mill expansion area, and the multifamily parcel is placed appropriately adjacent to the Vlux at Queen Creek build-to-rent community.

- c. Development is compatible with the immediate environment of the site and neighborhood relative to architectural design, scale, bulk and building height; historical character and disposition and orientation of buildings on the lot;

**RESPONSE:** Similar to the response to (b) above, the community has been designed to be compatible with the surrounding area. While a homebuilder has not been selected



for the homes in Bosma Farms, any builder will be required to comply with the Architectural Guidelines found in the Town of Queen Creek Zoning and Subdivision ordinances. The bulk dimensions of the buildings will meet those standards set forth in the zoning ordinance and are not changed by this request.

d. Buildings, transportation improvements and open space areas are:

- 1) Arranged on the site so that activities are compatible with the neighborhood and consistent with adopted ordinances and generally accepted planning principles;

**RESPONSE:** The park is located to provide an amenity area not only to the Bosma Farms community, but the Town of Queen Creek as well. The smaller, Bosma Farms community area is placed within the community to provide a more convenient alternative to the park for residents of the community.

- 2) Designed and arranged to produce an efficient, functionally organized and cohesive development;

**RESPONSE:** The community has been designed by ABLA using modern land planning principles, and to provide an efficient and organized layout. Much thought has been given to the placement of the various housing products within the community, and to promote safe access to the community without significant impact to the larger transportation network.

- 3) In favorable relationship to the existing natural topography, natural water bodies, and water courses, exposure to sunlight and wind and long views. Planned building sites are located and designed to minimize their impact on long views; and,

**RESPONSE:** The topography of the site is flat and unremarkable. It is bound on the north by the Queen Creek Wash. As previously noted, the Town Park is planned to be placed adjacent to the wash to provide a linkage to planned trails along the wash. There are no long views that must be maintained, and the building heights will be in accordance with the residential development standards in each zoning district.

- 4) Designed and arranged to maximize quality of life of the project and surrounding areas.

**RESPONSE:** Bosma Farms has been designed as a cohesive community that celebrates Queen Creek's agrarian history, while providing an enhanced quality of life for its future residents. There will be a variety of housing options available for homebuyers of various means. The community has also been designed to provide synergy with the existing and planned Queen Creek Olive Mill facilities and to create a destination to the residents of Queen Creek with the addition of a town park in an area currently lacking in open space recreation opportunities.



- e. Adequate facilities shall include water, sewer, storm water, and streets, all of which shall be constructed to the levels of service established in these regulations, the Town of Queen Creek General Plan or other Town ordinance and planning policy documents.

**RESPONSE: Bosma Farms will be serviced by the Town of Queen Creek for those services listed above. Roadways in this part of the Town have been improved and completed, and there are water and sewer connections adjacent to the property. Where applicable, infrastructure improvements required for development will be developed according to Town standards.**

### Public Services and Utilities

Utilities and services will be provided to Bosma Farms as shown below:

Service	Provider
Electricity	Salt River Project
Gas	Southwest Gas
Water	Town of Queen Creek
Wastewater	Town of Queen Creek
Refuse Removal	Private Provider
Telephone	Century Link or Others
Internet	Cox Communications
Police	Town of Queen Creek Patrol Beat 654
Fire	Town of Queen Creek Fire Station Zone 5

### Public Outreach

The Applicant and Property Owner will comply with the zoning procedures set forth in Section 3.1.C.1 of the Town’s Zoning Ordinance relating to neighborhood meetings, property posting and notification requirements in order to provide the surrounding neighbors with the opportunity to discuss the PAD application and review related documentation.

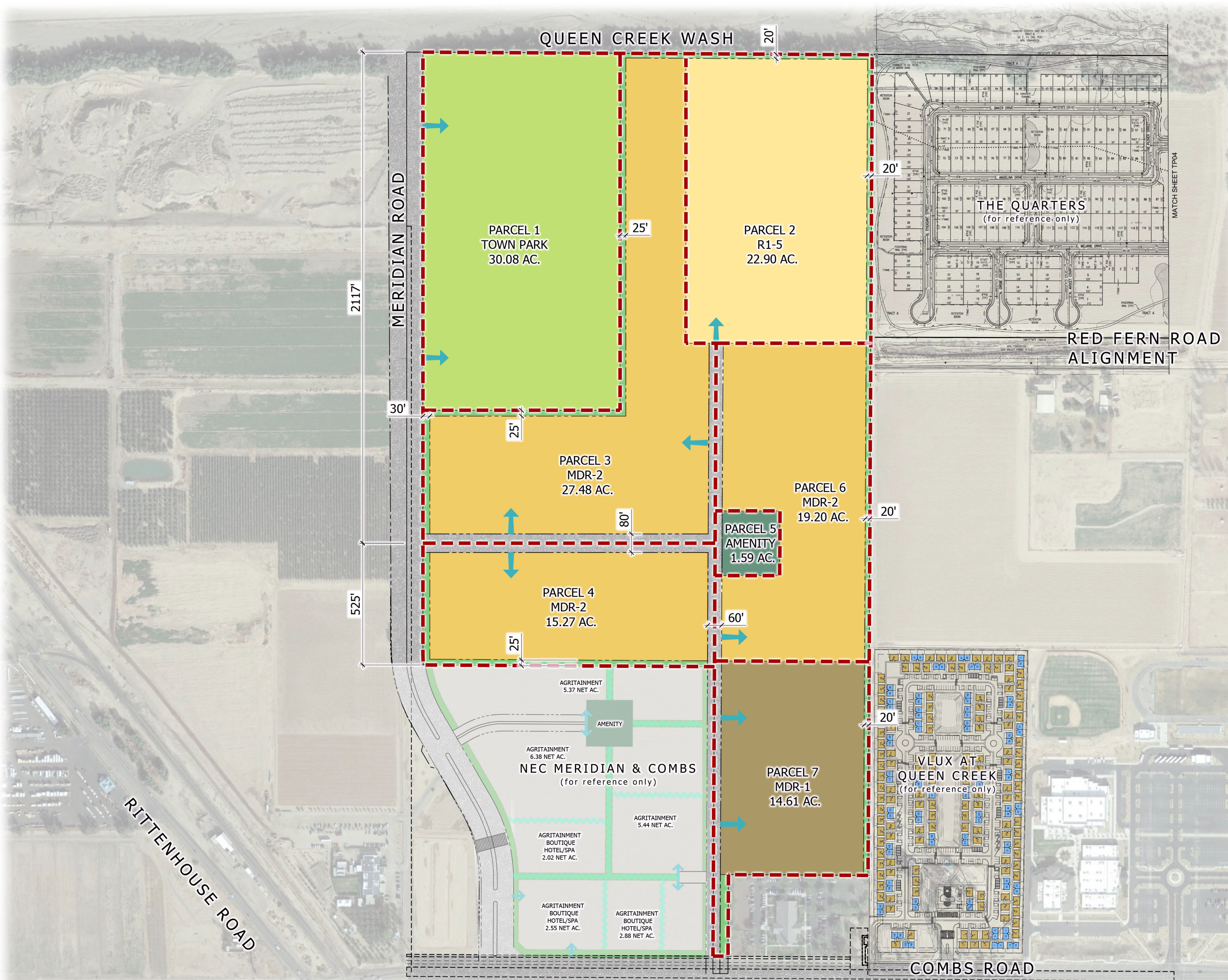
### Conclusion

Bosma Farms will integrate all the elements of an agritainment style neighborhood, that will complement the existing and proposed uses at this key location in Queen Creek. The main amenity area and other open space amenities will bring the community together. Pedestrian paths will promote connectivity between Bosma Farms and the surrounding area. The Town of Queen Creek will benefit from the introduction of new housing options, and the enhanced design character will maintain or increase property values. As the plans for this proposed community evolve, they will exemplify a distinctive neighborhood design, active open spaces, lush greenbelts, and inviting architecture that will create a vibrant community and create a strong





sense of place. The applicant and the Bosma family look forward to working with the Town of Queen Creek to turn their vision for this property into a thriving new community in Queen Creek.



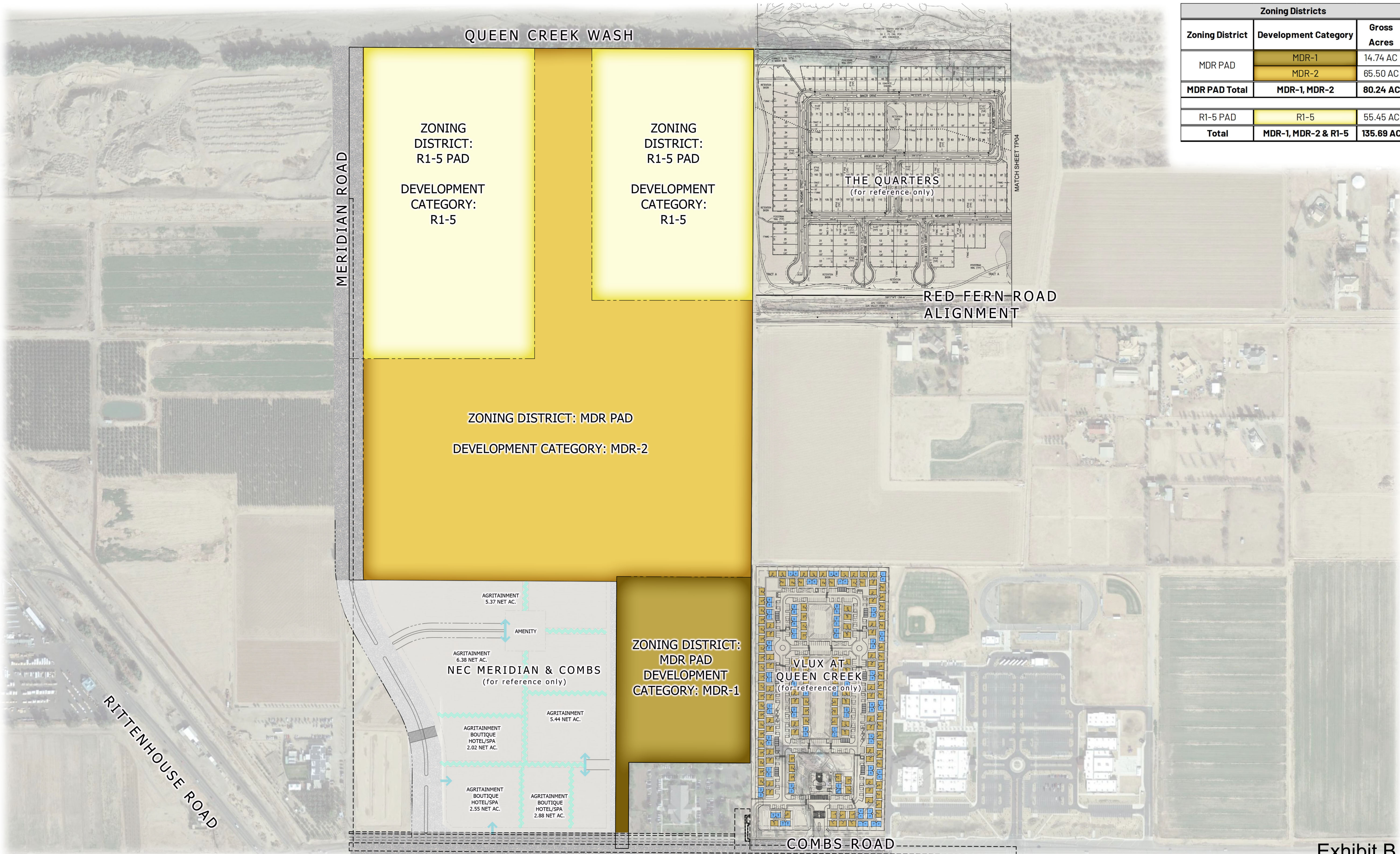
SITE DATA				
GROSS ACREAGE	135.69 AC			
NET ACREAGE	131.33 AC	5.98 DU/AC		
TOWN PARK	30.08 AC			
AMENITY	1.59 AC			
TRAIL OPEN SPACE	5.13 AC			
TOTAL OPEN SPACE	36.80 AC			
DESCRIPTION	NET ACREAGE	DEVELOPMENT CATEGORY	UNITS	MIX
PARCEL 1 <sup>1</sup>	30.08 AC	R1-5	135 DU	17.20%
PARCEL 2	22.90 AC	R1-5	80 DU	10.19%
PARCEL 3	27.48 AC	MDR-2	216 DU	27.52%
PARCEL 4	15.27 AC	MDR-2	85 DU	10.83%
PARCEL 5	1.59 AC	AMENITY		
PARCEL 6	19.20 AC	MDR-2	119 DU	15.16%
PARCEL 7	14.61 AC	MDR-1	150 DU	19.11%
AMENITY	1.59 AC	AMENITY		
MDR-1	14.61 AC	MDR-1	150 DU	19.11%
MDR-2	61.95 AC	MDR-2	420 DU	53.50%
R1-5	52.98 AC	R1-5	215 DU	27.39%
<b>TOTAL</b>	<b>131.33 AC</b>		<b>785 DU</b>	

1. IF THE TOWN PARK DOES NOT DEVELOP, THE LAND MAY BE DEVELOPED AS RESIDENTIAL LOTS

**LEGEND**

- ROADWAY CONNECTION
- PARCEL BOUNDARY

Exhibit A



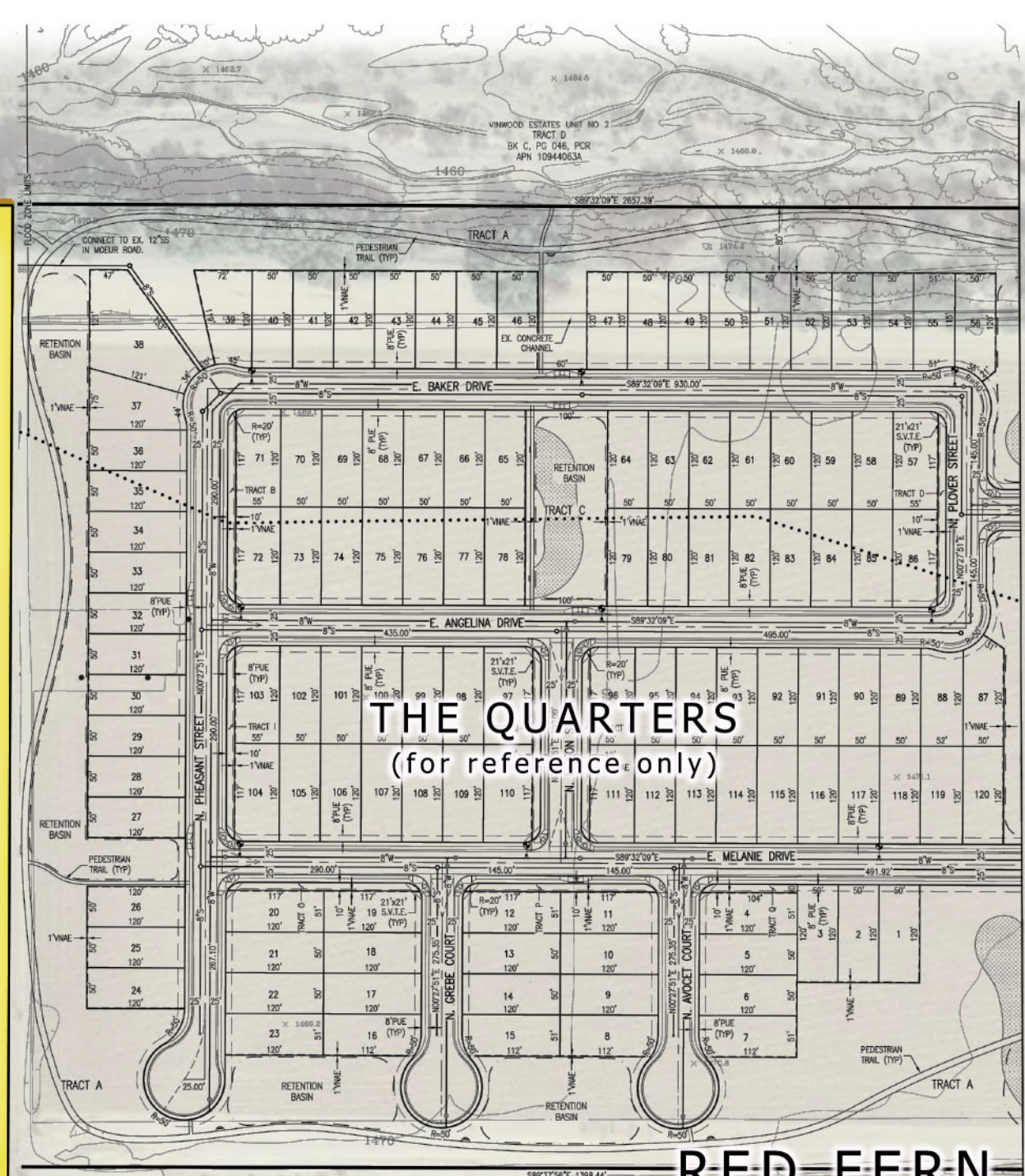
Zoning Districts		
Zoning District	Development Category	Gross Acres
MDR PAD	MDR-1	14.74 AC
	MDR-2	65.50 AC
<b>MDR PAD Total</b>	<b>MDR-1, MDR-2</b>	<b>80.24 AC</b>
R1-5 PAD	R1-5	55.45 AC
<b>Total</b>	<b>MDR-1, MDR-2 &amp; R1-5</b>	<b>135.69 AC</b>

MERIDIAN ROAD

QUEEN CREEK WASH

ZONING DISTRICT:  
R1-5 PAD  
  
DEVELOPMENT CATEGORY:  
R1-5

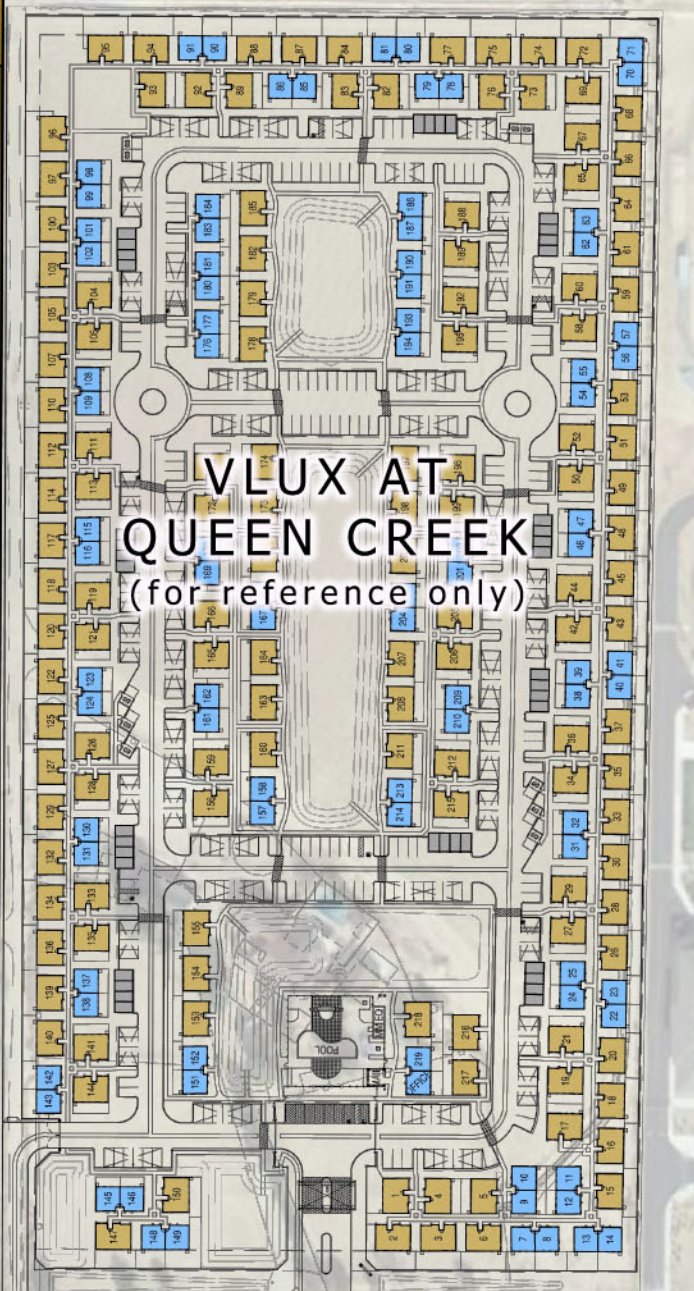
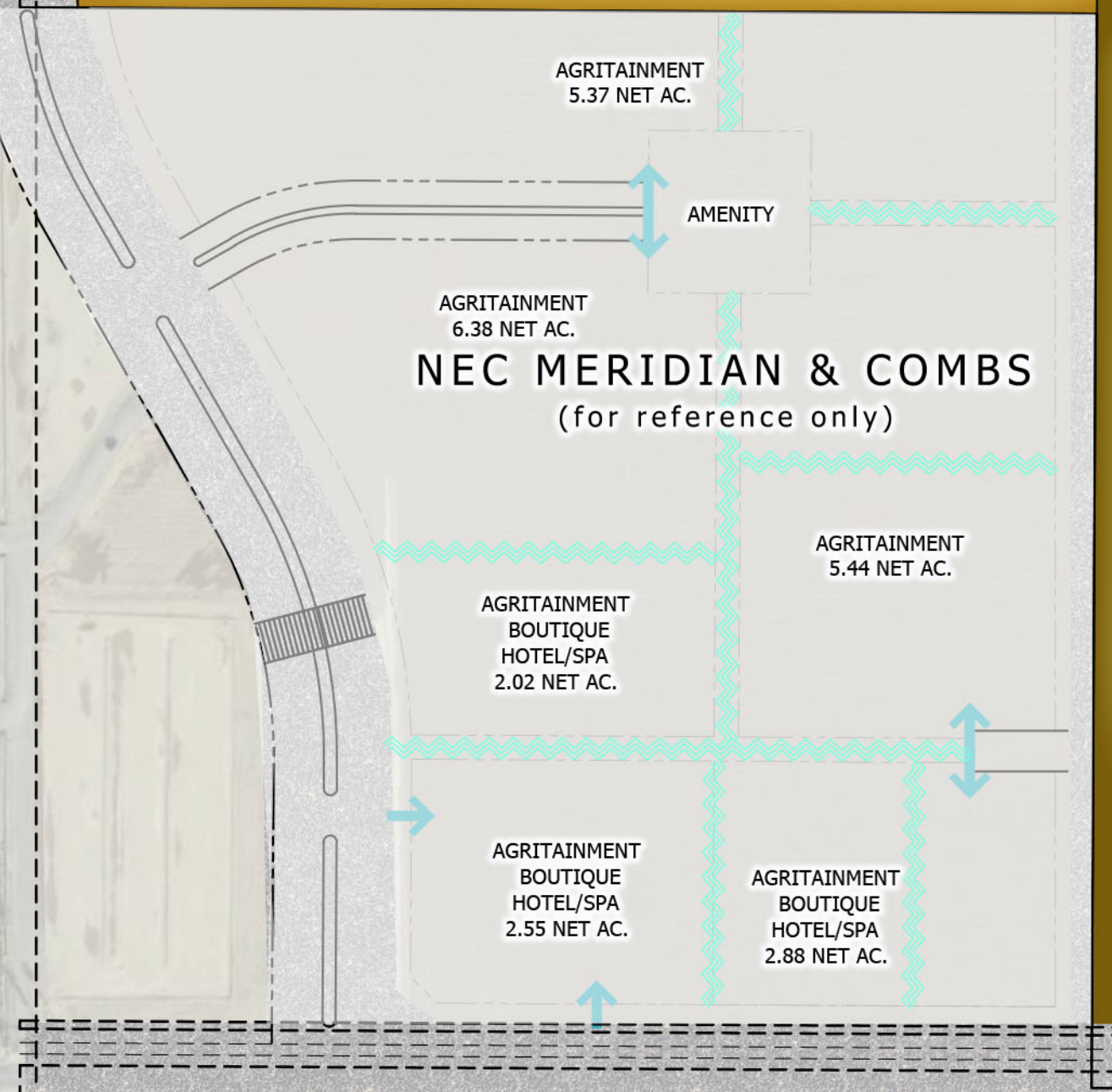
ZONING DISTRICT:  
R1-5 PAD  
  
DEVELOPMENT CATEGORY:  
R1-5



RED FERN ROAD ALIGNMENT

ZONING DISTRICT: MDR PAD  
DEVELOPMENT CATEGORY: MDR-2

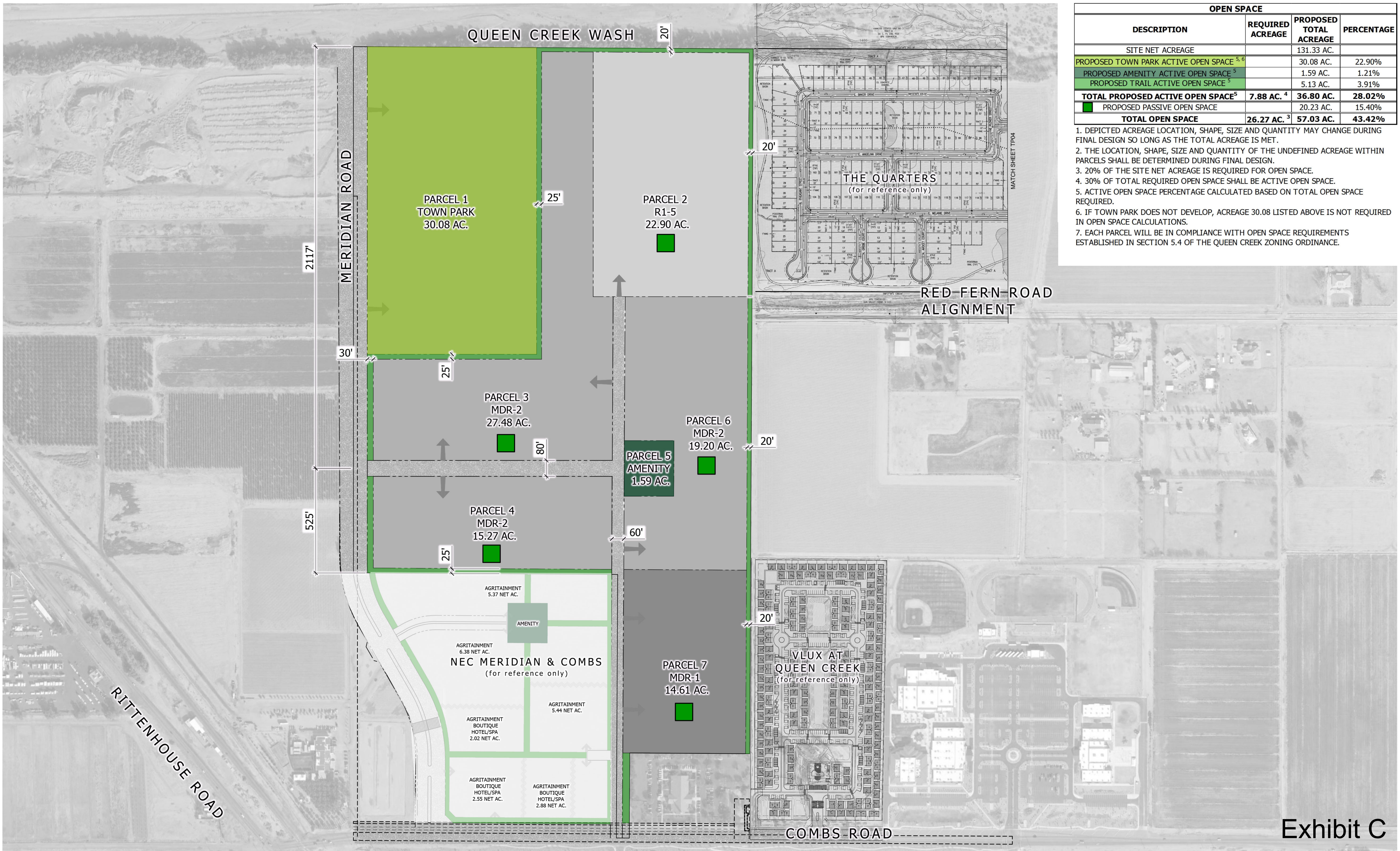
ZONING DISTRICT:  
MDR PAD  
DEVELOPMENT CATEGORY: MDR-1



RITTENHOUSE ROAD

COMBS ROAD

Exhibit B



OPEN SPACE			
DESCRIPTION	REQUIRED ACREAGE	PROPOSED TOTAL ACREAGE	PERCENTAGE
SITE NET ACREAGE		131.33 AC.	
PROPOSED TOWN PARK ACTIVE OPEN SPACE <sup>5,6</sup>		30.08 AC.	22.90%
PROPOSED AMENITY ACTIVE OPEN SPACE <sup>5</sup>		1.59 AC.	1.21%
PROPOSED TRAIL ACTIVE OPEN SPACE <sup>5</sup>		5.13 AC.	3.91%
<b>TOTAL PROPOSED ACTIVE OPEN SPACE<sup>5</sup></b>	<b>7.88 AC.<sup>4</sup></b>	<b>36.80 AC.</b>	<b>28.02%</b>
PROPOSED PASSIVE OPEN SPACE		20.23 AC.	15.40%
<b>TOTAL OPEN SPACE</b>	<b>26.27 AC.<sup>3</sup></b>	<b>57.03 AC.</b>	<b>43.42%</b>

1. DEPICTED ACREAGE LOCATION, SHAPE, SIZE AND QUANTITY MAY CHANGE DURING FINAL DESIGN SO LONG AS THE TOTAL ACREAGE IS MET.
2. THE LOCATION, SHAPE, SIZE AND QUANTITY OF THE UNDEFINED ACREAGE WITHIN PARCELS SHALL BE DETERMINED DURING FINAL DESIGN.
3. 20% OF THE SITE NET ACREAGE IS REQUIRED FOR OPEN SPACE.
4. 30% OF TOTAL REQUIRED OPEN SPACE SHALL BE ACTIVE OPEN SPACE.
5. ACTIVE OPEN SPACE PERCENTAGE CALCULATED BASED ON TOTAL OPEN SPACE REQUIRED.
6. IF TOWN PARK DOES NOT DEVELOP, ACREAGE 30.08 LISTED ABOVE IS NOT REQUIRED IN OPEN SPACE CALCULATIONS.
7. EACH PARCEL WILL BE IN COMPLIANCE WITH OPEN SPACE REQUIREMENTS ESTABLISHED IN SECTION 5.4 OF THE QUEEN CREEK ZONING ORDINANCE.

Exhibit C

**CIRCULATION LEGEND**

SYMBOL	DESCRIPTION
	6'-0" DETACHED SIDEWALK
	5'-0" DETACHED SIDEWALK
	5'-0" CONCRETE PATH
	10'-0" MULTI-USE TRAIL

GRAPHIC IS CONCEPTUAL AND IS SUBJECT TO CHANGE. INTERNAL TRAILS WILL BE INCLUDED IN FINAL SITE PLAN DESIGN.

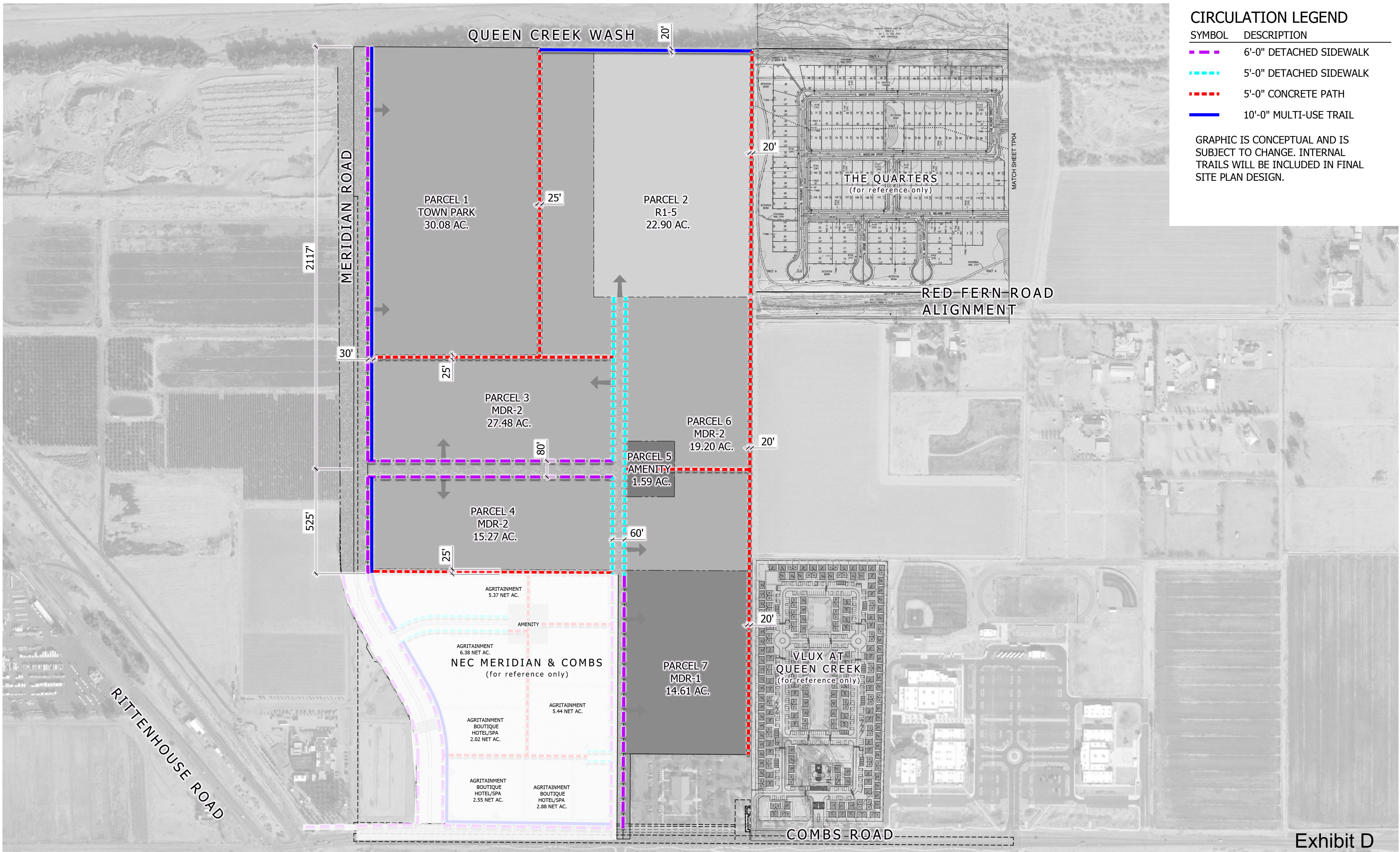


Exhibit D

Development Standards							
Zoning District	R1-5 Town Standard	Proposed R1-5	MDR Town Standard	Proposed MDR PAD			
Development Category		R1-5		MDR 1 <sup>2</sup>	MDR 2		
Parcels		Parcels 1 and 2		Parcel 7	Parcels 3,4, and 6		
Permitted Products		SFD2		Horizontal Multi-Family	SFA	SFD1	SFD2
Maximum Permitted Percentage of Units	None	100%	None	100%	60%	60%	100%
Minimum Lot Area	5,000 SF	5,000 SF	None	43,560 SF	1,600 SF	3,200 SF	5,000 SF
Minimum Lot Width	50'	50'	None	None	20'	30'	50'
Maximum Building Height	30'	30'	36'	36'	36'	36'	36'
Lot Coverage	55% Single-Story 50% All Others	55% Single- Story 50% All Others	60%	60%	90%	60%	55% Single- Story 50% All Others
<b>A. Minimum Front Setback<sup>4</sup></b>							
Livable & Porch	10'	10'	10'	10'	10'	10'	10'
Side Entry Garage				10'	10'	10'	10'
B. Front Facing Garage	20'	20'		20'	20'	20'	20'
<b>C. Minimum Side Setback<sup>4</sup></b>							
Side <sup>1</sup>	5'	5'	5'	5'	5'	5'	5'
<b>D. Minimum Rear Setback<sup>4</sup></b>							
First Story Livable, Patio or Balcony (Front Load)	15'	15'	10'	10'	10'	10'	15'
First Story Livable, Patio or Balcony (Rear Load)		NA		10'	3'	3'	NA
Second Story Livable (Front Load)	20'	20'		10'	10'	10'	20'
Second Story Livable (Rear Load)		NA		10'	3'	3'	NA
Garage Face Without Driveway Parking (Rear Load)	NA	NA	NA	3'	3'	3'	NA
Garage Face With Driveway Parking (Rear Load)	NA	NA	NA	20'	20'	20'	NA
Product Type <sup>3</sup>		Single-Family Detached Front Load		Horizontal Multi- Family such as Townhome, Condo, and Cottages. No vertical Multi-Family is permitted.	Single-Family Attached in Front Load or Rear Load configurations such as but not limited to Duplex, Triplex, Cluster, Hammerhead, and Townhome developed on individual lots	Single-Family Detached in Front Load or Rear Load configurations such as but not limited to Traditional Small Lot, Alley, Cluster, and Hammerhead	Single-Family Detached Front Load

1. 0' setback permitted when attached.

2. MDR 1 may alternatively use the Single-Family Attached or Single-Family Detached Development Standards for any of the permitted product types under MDR 2, subject to the maximum number of units permitted in MDR 1.

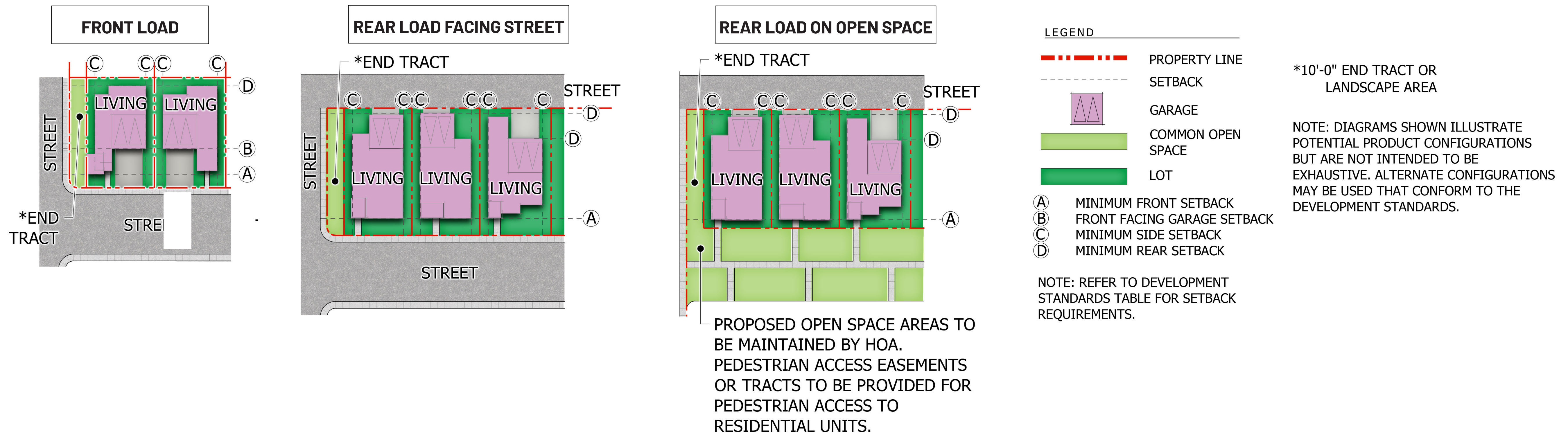
3. Refer to Illustrative Product Diagrams Exhibit for examples of potential product configurations. The diagrams are not intended to be exhaustive and alternate configurations and product types may be used that conform to the Single-Family Development Standards.

4. All setbacks are measured from property line.

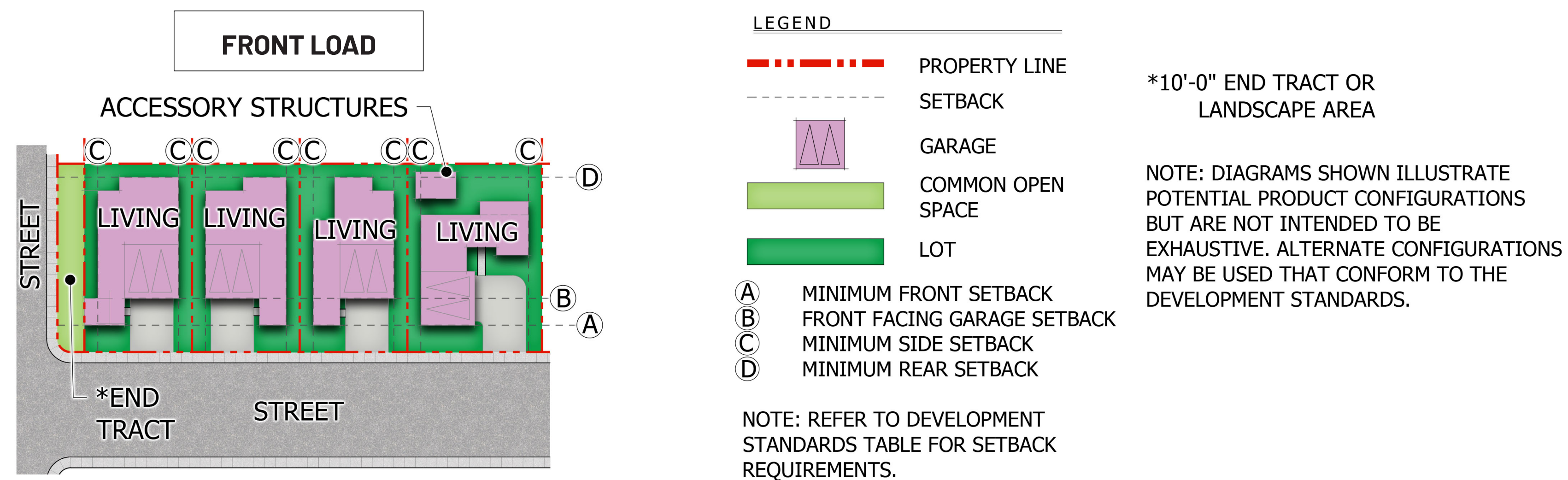
Reduction from City standards shown in red.

Increase from City standards shown in purple.

## MDR2: Illustrative Product Diagrams for Single-Family Detached Front Load and Rear Load



## R1-5: Illustrative Product Diagrams for Single-Family Detached Front Load



**MDR2: Examples of Single-Family Detached Front Load and Rear Load**



**DETACHED FRONT LOAD**



**DETACHED REAR LOAD FACING STREET**



**DETACHED REAR LOAD FACING OPEN SPACE**

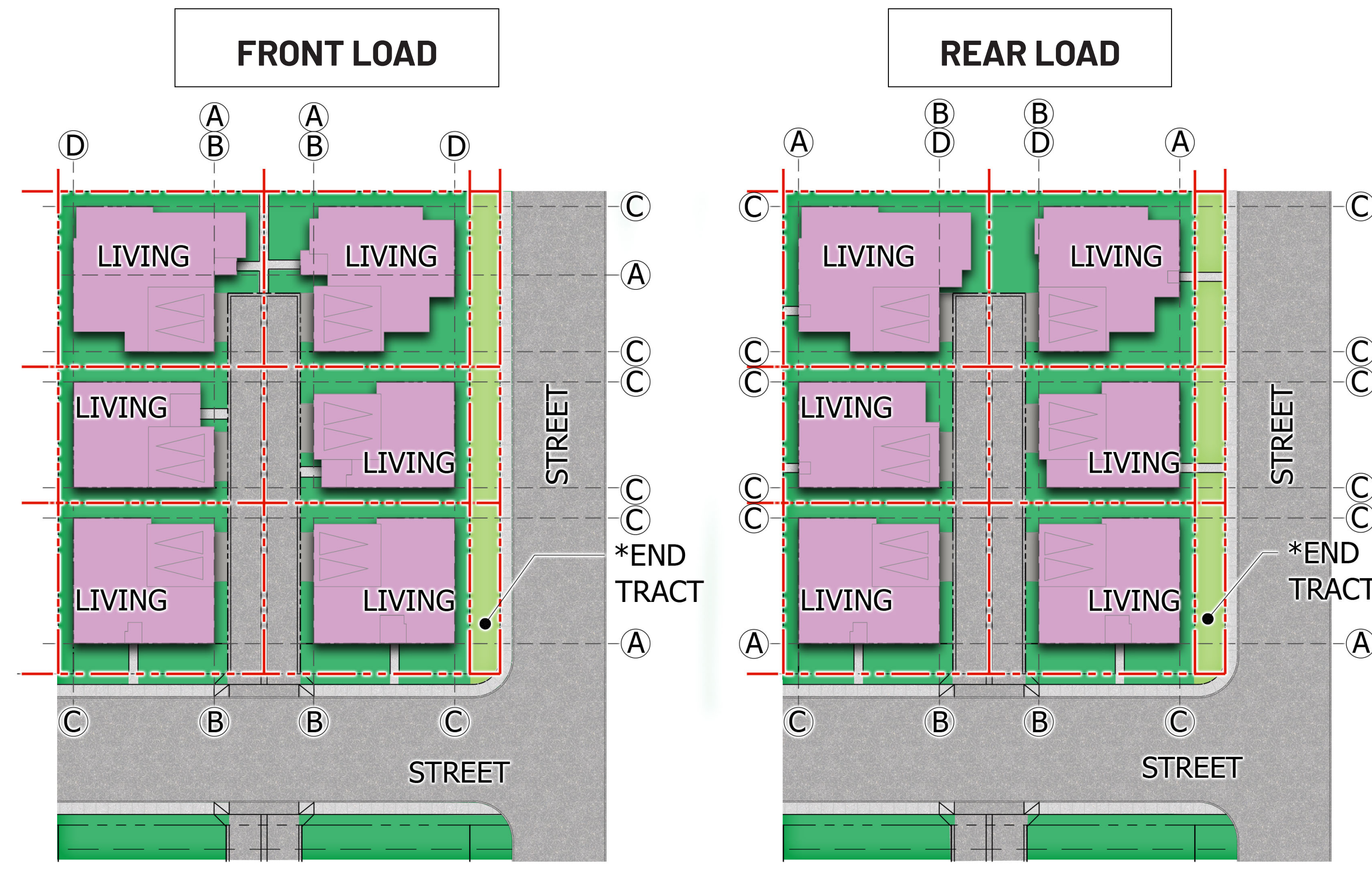
**R1-5: Example of Single-Family Detached Front Load**



**DETACHED FRONT LOAD**



## MDR2: Illustrative Product Diagrams for Single-Family Detached Cluster



**LEGEND**

- - - - - PROPERTY LINE
- - - - - SETBACK
- GARAGE
- COMMON OPEN SPACE
- LOT

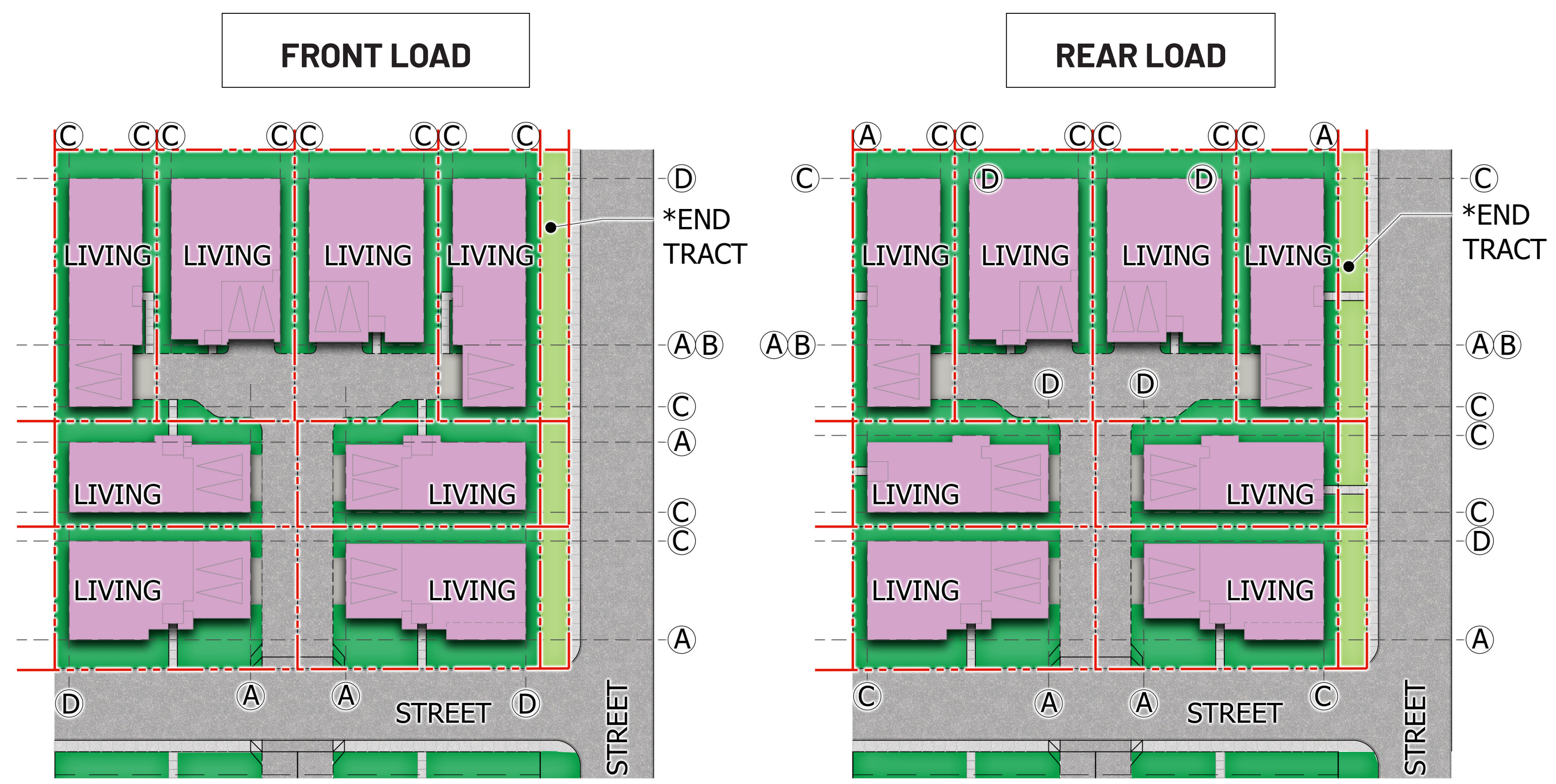
(A) MINIMUM FRONT SETBACK  
 (B) FRONT FACING GARAGE SETBACK  
 (C) MINIMUM SIDE SETBACK  
 (D) MINIMUM REAR SETBACK

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

\*10'-0" END TRACT OR LANDSCAPE AREA

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

## MDR2: Illustrative Product Diagrams for Single-Family Detached Hammerhead



**LEGEND**

- - - - - PROPERTY LINE
- - - - - SETBACK
- GARAGE
- COMMON OPEN SPACE
- LOT

(A) MINIMUM FRONT SETBACK  
 (B) FRONT FACING GARAGE SETBACK  
 (C) MINIMUM SIDE SETBACK  
 (D) MINIMUM REAR SETBACK

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

\*10'-0" END TRACT OR LANDSCAPE AREA

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

**MDR2: Examples of Single-Family Detached Cluster**



**FRONT LOAD**



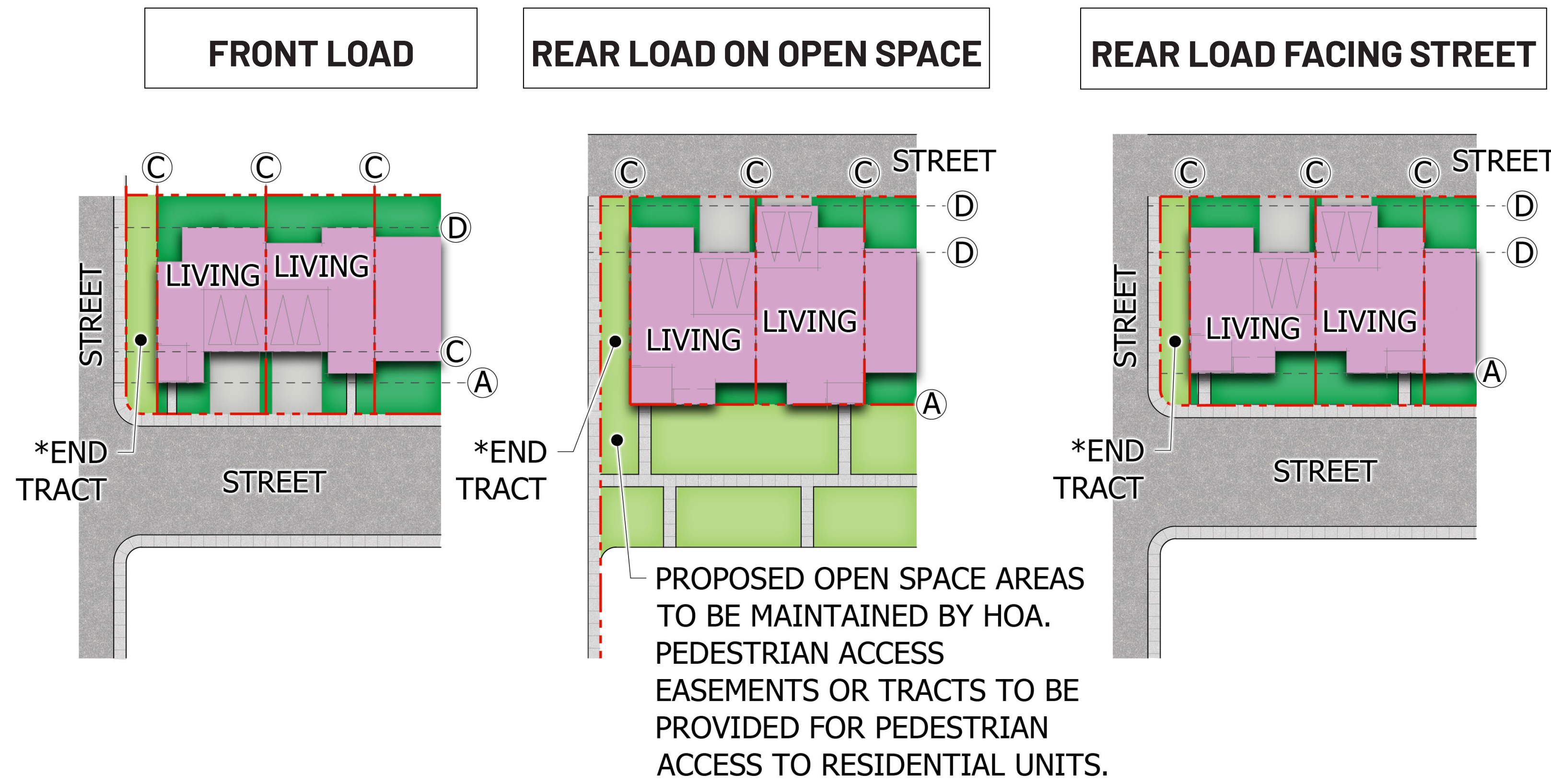
**REAR LOAD**

**MDR2: Examples of Single-Family Detached Hammerhead**



**HAMMERHEAD FRONT LOAD**

## MDR2: Illustrative Product Diagrams for Single-Family Attached Front Load and Rear Load



**LEGEND**

- - - - - PROPERTY LINE
- - - - - SETBACK
- GARAGE
- COMMON OPEN SPACE
- LOT

(A) MINIMUM FRONT SETBACK  
 (B) FRONT FACING GARAGE SETBACK  
 (C) MINIMUM SIDE SETBACK  
 (D) MINIMUM REAR SETBACK

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

\*10'-0" END TRACT OR LANDSCAPE AREA

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

**MDR2: Examples of Single-Family Attached Front Load and Rear Load**



**ATTACHED FRONT LOAD**



**ATTACHED REAR LOAD FACING STREET**



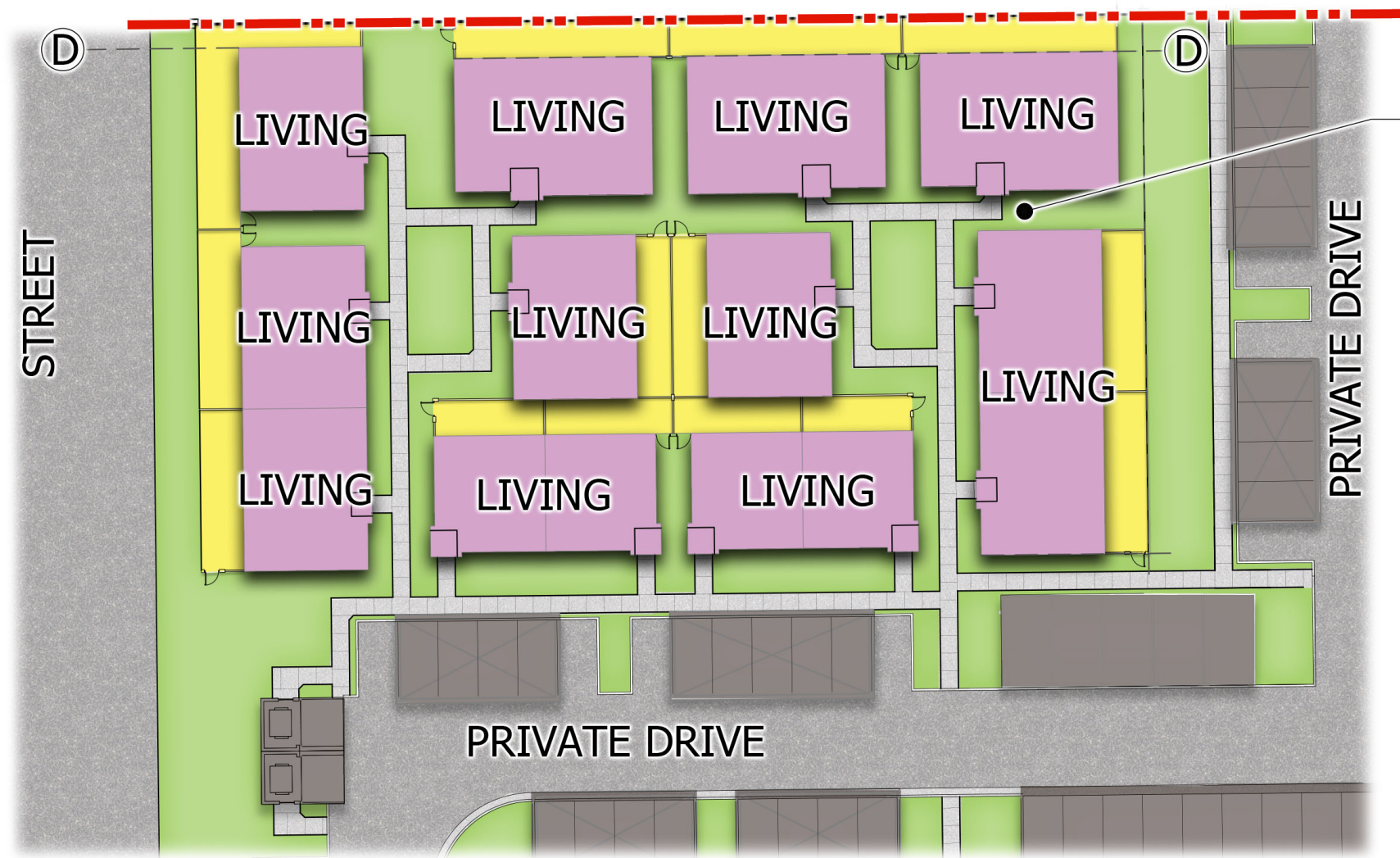
**ATTACHED REAR LOAD FACING OPEN SPACE**



**TOWNHOME FRONT LOAD**

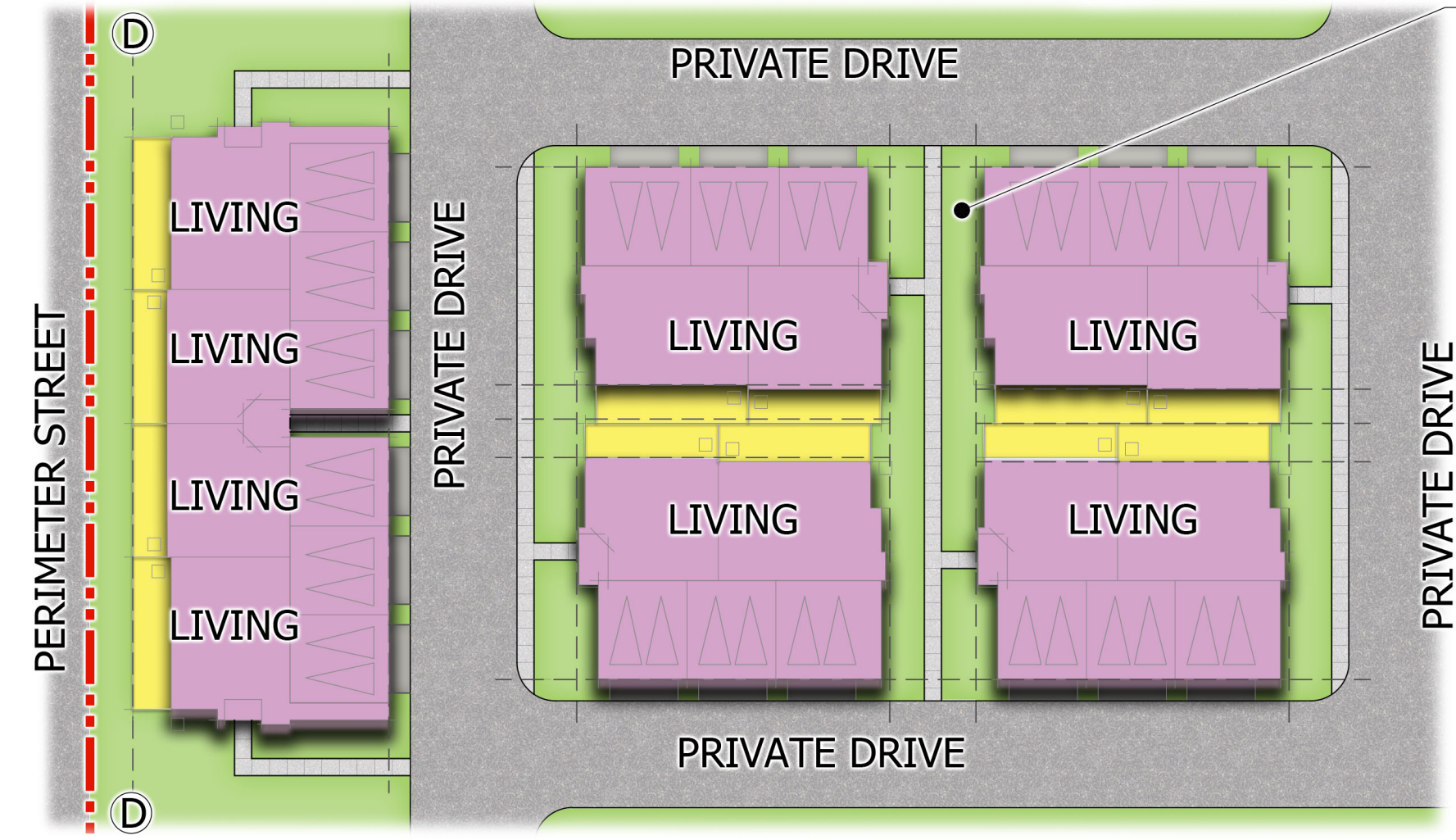
# MDR1: Illustrative Product Diagrams for Horizontal Multi-Family

**COTTAGES**



PROPOSED OPEN SPACE AREAS TO BE MAINTAINED BY HOA OR MANAGEMENT COMPANY. PEDESTRIAN ACCESS EASEMENTS OR TRACTS TO BE PROVIDED FOR PEDESTRIAN ACCESS TO RESIDENTIAL UNITS.

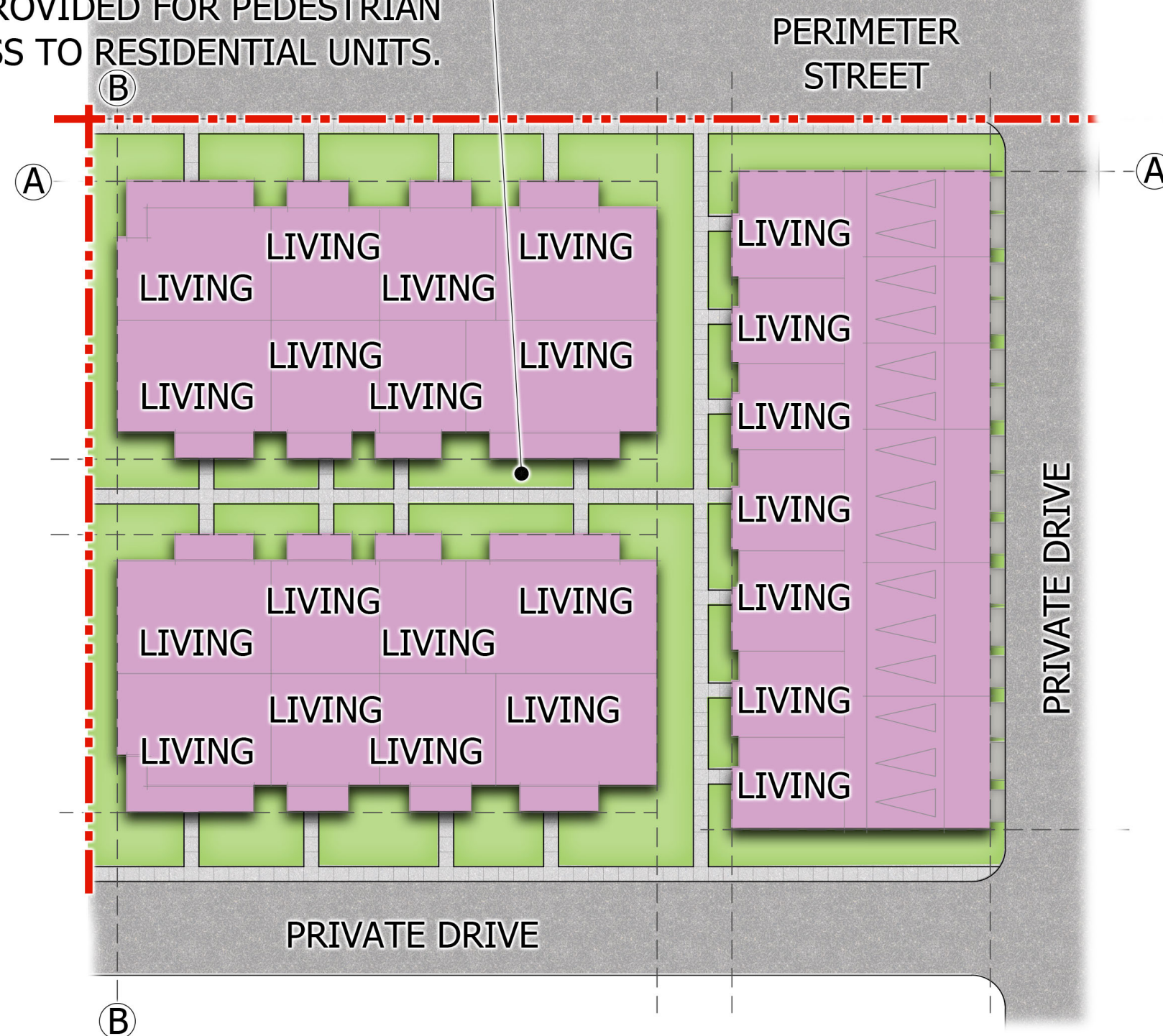
**TOWNHOME FRONT LOAD**



PROPOSED OPEN SPACE AREAS TO BE MAINTAINED BY HOA. PEDESTRIAN ACCESS EASEMENTS OR TRACTS TO BE PROVIDED FOR PEDESTRIAN ACCESS TO RESIDENTIAL UNITS.

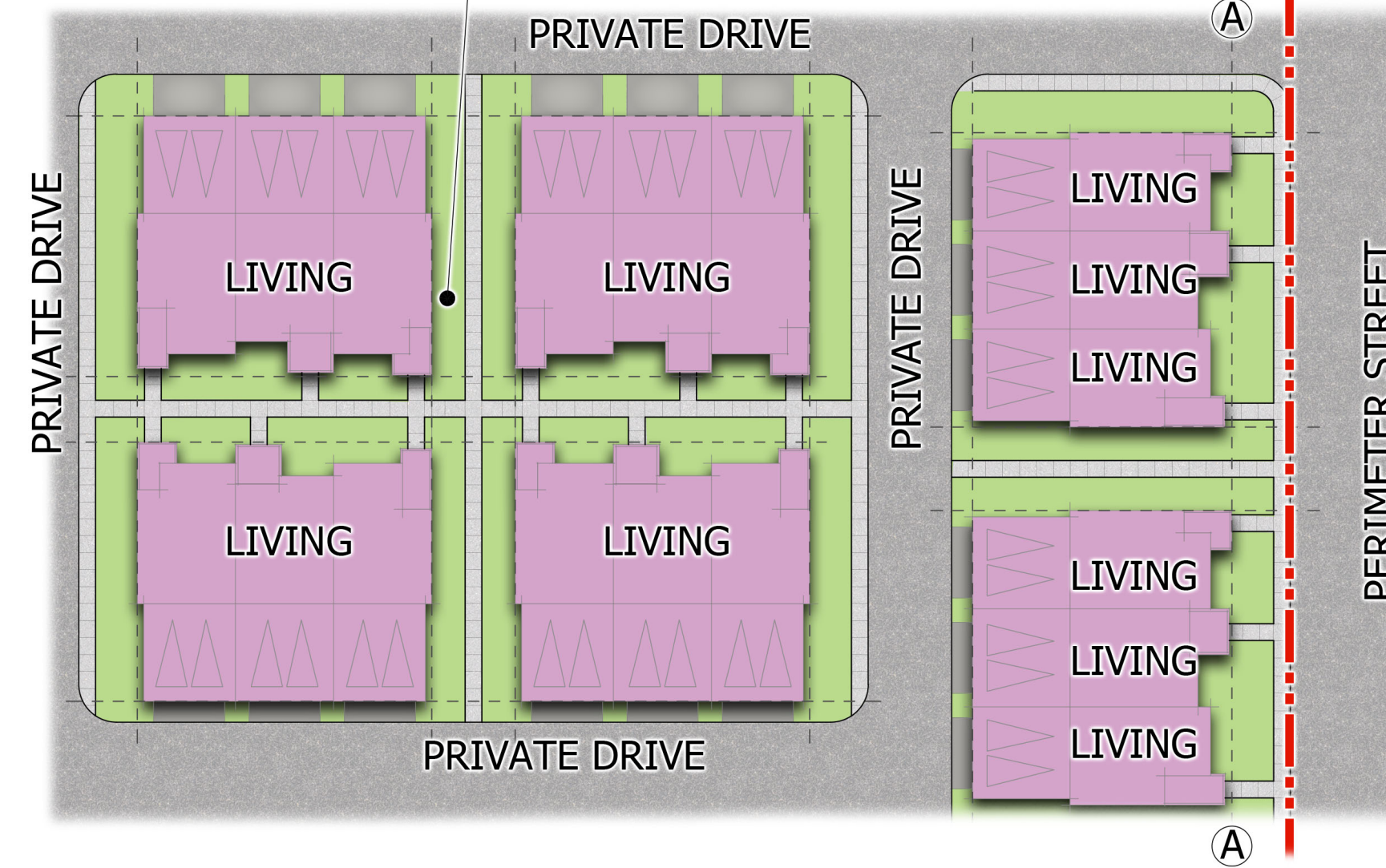
**CONDO**

PROPOSED OPEN SPACE AREAS TO BE MAINTAINED BY HOA. PEDESTRIAN ACCESS EASEMENTS OR TRACTS TO BE PROVIDED FOR PEDESTRIAN ACCESS TO RESIDENTIAL UNITS.



**TOWNHOME REAR LOAD**

PROPOSED OPEN SPACE AREAS TO BE MAINTAINED BY HOA OR MANAGEMENT COMPANY. PEDESTRIAN ACCESS EASEMENTS OR TRACTS TO BE PROVIDED FOR PEDESTRIAN ACCESS TO RESIDENTIAL UNITS.



**LEGEND**

- PROPERTY LINE
- SETBACK
- GARAGE
- COMMON OPEN SPACE
- PRIVATE YARD
- (A)** MINIMUM FRONT SETBACK
- (B)** FRONT FACING GARAGE SETBACK
- (C)** MINIMUM SIDE SETBACK
- (D)** MINIMUM REAR SETBACK

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

**MDR1: Examples of Horizontal Multi-Family**



**COTTAGES**



**DUPLEX**



**CONDO**



**TOWNHOME FRONT LOAD**



**TOWNHOME REAR FACING OPEN SPACE**



**TOWNHOME REAR LOAD FACING STREET**

**ORDINANCE NO. 838-24**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENTS TITLED “BOSMA FARMS REZONE”, IN ADDITION TO THE DOCUMENT TITLED “LEGAL DESCRIPTION” AND ATTACHED HERETO AS EXHIBIT A, AND ADOPTING EXHIBIT A, IN ADDITION TO THE DOCUMENT TITLED “CONDITIONS OF APPROVAL” AND ATTACHED HERETO AS EXHIBIT B, AND ADOPTING EXHIBIT B, THEREBY AMENDING THE OFFICIAL ZONING DISTRICT MAP FOR THE TOWN OF QUEEN CREEK, ARIZONA, PURSUANT TO ARTICLE 3, SECTION 3.4 OF THE ZONING ORDINANCE FOR THE TOWN OF QUEEN CREEK BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM R1-18/PAD (SUBURBAN RESIDENTIAL) TO R1-5 (URBAN DEVELOPMENT) AND MDR/PAD (MEDIUM DENSITY RESIDENTIAL) ON APPROXIMATELY 136 ACRES. THIS PROPERTY IS LOCATED NORTH AND EAST OF THE NORTHEAST CORNER OF COMBS AND MERIDIAN ROADS. THE ASSOCIATED ZONING CASE FOR THE PROPERTY IS P23-0168.**

**WHEREAS**, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

**WHEREAS**, Article 3, ZONING PROCEDURES, Section 3.4 AMENDMENT AND REZONING, establishes the authority and procedures for amending the Zoning Ordinance; and

**WHEREAS**, Article 4, ZONING, Section 4.2 ESTABLISHMENT OF ZONING DISTRICTS, establishes the Zoning District Maps and states that the Zoning District Maps, along with all the notations, references, and other information shown thereon, are a part of this Ordinance and have the same force and effect as if said maps and all the notations, references, and other information shown thereon were all fully set forth or described in the Zoning Ordinance text; and

**WHEREAS**, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on April 10, 2024; and

**WHEREAS**, the Planning and Zoning Commission voted 7-0 in favor of this zone change for the real property described in Exhibit A (the “Property”); and

**WHEREAS**, a Public Hearing on this ordinance was heard before the Town of Queen Creek Town Council on May 15, 2024.

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

**Section 1:** The documents attached hereto as Exhibit A, titled “Legal Description”, and Exhibit B, titled “Conditions of Approval” are hereby declared to be public records.

**Section 2:** Exhibits A and B attached hereto are adopted as amending the Official Zoning District Map for the Town of Queen Creek, Arizona, by changing the zoning district classification for the Property from R1-18/PAD to R1-5 and MDR/PAD and imposing the Conditions of Approval upon the Property.

**Section 3:** If any section, subsection, clause, phrase or portion of this Ordinance or any part of these amendments to the Queen Creek Zoning Map is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**Section 4:** At least one paper copy and one electronic copy of this Ordinance and Exhibit(s) are to be filed with the Town Clerk.

**PASSED AND ADOPTED** by the Common Council of the Town of Queen Creek, Arizona, this 15th day of May, 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



**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

A PORTION OF LAND LYING WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID SECTION 30, FROM WHICH THE WEST QUARTER CORNER THEREOF BEARS, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 2642.82 FEET;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1322.79 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1320.02 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER, NORTH 00 DEGREES 00 MINUTES 16 SECONDS WEST, 1321.69 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89 DEGREES 39 MINUTES 47 SECONDS EAST, 2007.25 FEET;

THENCE SOUTH 00 DEGREES 16 MINUTES 37 SECONDS WEST, 1321.61 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, FROM WHICH THE WEST QUARTER CORNER THEREOF BEARS, NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, 2000.76 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 17 MINUTES 49 SECONDS WEST, 2216.10 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, 602.00 FEET;

THENCE SOUTH 00 DEGREES 17 MINUTES 49 SECONDS WEST, 426.89 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, FROM WHICH THE SOUTHWEST QUARTER THEREOF BEARS, NORTH 89 DEGREES 39 MINUTES 21 SECONDS WEST, 1385.06 FEET;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 39 MINUTES 21 SECONDS WEST, 65.00 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 17 MINUTES 49 SECONDS EAST, 1322.98 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, 1326.92 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THE BENEFICIAL EASEMENT(S) APPURTENANT TO PARCELS NO. 1 CONTAINED IN THAT CERTAIN RECIPROCAL IRRIGATION EASEMENT AGREEMENT RECORDED MAY 24, 1990 AS DOCKET 1678, PAGE 165, RECORDS OF PINAL COUNTY, ARIZONA.

**EXHIBIT B**  
**CONDITIONS OF APPROVAL**

1. This project shall be developed in accordance with the plans attached to this case and all the provisions of the Zoning Ordinance applicable to this case.
2. Future Preliminary Plat and Site Plan applications will be required for review and approval. Each application will demonstrate compliance with its corresponding standards per the Town's Zoning Ordinance and Design Standards and PAD deviations outlined in the Development Standards Table of the Bosma Farms narrative.
3. The Town requires all poles less than 69kV to be relocated underground. SRP may require easements outside of Public Right-of-Way. The applicant shall contact SRP for specific requirements that they may have in addition to the Town requirements.
4. Full ½ street improvements including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, landscaped medians, drainage facilities, and power pole relocation shall be designed and constructed adjacent to the proposed development at the time or approved phasing plan.
5. Provide bank stabilization for the Queen Creek Wash within the limits of the project. Bank stabilization shall be designed as part of the drainage report.
6. For offsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), or a bond to cover the costs for construction assurance. The IRLOC and bond are required to be approved by the Town Attorney. The assurance amount shall be determined by an engineer's estimate during the construction document review phase. Construction assurance shall be deposited with the Town prior to any permits being issued.
7. For onsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), a bond to cover the costs for construction assurance, or signed Certificate of Occupancy Hold Agreement. The IRLOC and bond are required to be approved by the Town Attorney. The assurance amount shall be determined by an engineer's estimate during the construction document review phase. Construction assurance shall be deposited with the Town prior to any permits being issued.
8. The design of all pedestrian and multiuse trail crossings shall be incorporated into the design of the Preliminary and Final Plats to ensure adequate safety.
9. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, shall be screened and

**ORDINANCE NO. 838-24**

Page 4 of 7

painted to match the main color of the building or to blend in with adjacent landscaping.

10. The developer is responsible for installing and maintaining all landscaping within the public right-of-way including all median landscaping within the arterial, collector, and local roads.
11. The developer shall submit an Engineers Cost Estimate for all onsite public improvements and offsite public improvements. All Engineers Cost Estimates are required to be submitted to the Town during the Final Plat review phase of the project.
12. All construction documents submitted to the Town for review during the final plat review phase shall be in accordance with Town Ordinances, Town checklists, Town design standards & guidelines, and requirements, except as superseded by these conditions of approval.
13. All utility and irrigation conflicts shall be resolved prior to recordation of the Final Plat including any relocations, removals, or easement abandonment.
14. If warranted, the developer will be responsible for their proportional share of a traffic signal at Meridian Road. Traffic signal warrant shall be determined via a TIA at the time of subsequent Preliminary Plat submittals.
15. The landscaping in all open-spaces and rights-of-way shall be maintained by the adjacent property owner or property owners' association.
16. The same elevation shall not be built side-by-side or directly across the street from one another.
17. Prior to the time of making any lot reservations or subsequent sales agreements, the homebuilder/lot developer shall provide a written disclosure statement, for the signature of each buyer, acknowledging that the subdivision is located adjacent to or nearby existing ranchette and animal privilege properties that may cause adverse noise, odors and other externalities. The "Public Subdivision Report", "Purchase Contracts", CC&R's, and the individual lot property deeds shall include a disclosure statement outlining that the site is adjacent to agricultural properties that have horse and animal privileges and shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the homebuilder/lot developer, and shall not be construed as an absolute guarantee by the Town of Queen Creek for receiving such notice.

18. The applicant shall ensure the proposed multi-family residential development will actively participate in the Crime Free Housing program, including Crime Prevention through Management.
19. Properties located within Phoenix Mesa Gateway Airport Overflight Area 3 shall implement the following:
  - a. Final plats shall note the potential for objectionable aircraft noise. Specifically, the plat shall note the following:
    - i. This property, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft.”
  - b. Sales offices for new single family residential projects shall provide notice to prospective buyers that the project is located within an Overflight Area. Such notice shall consist of a sign at least two foot by three foot (2’ x 3’) installed at the entrance to the sales office or leasing office at each residential project. The sign shall be installed prior to commencement of sales and shall not be removed until the sales office is permanently closed. The sign shall state the following in letters of at least one inch (1”) in height:
    - i. “This subdivision, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft. For additional information contact the Arizona Department of Real Estate at: (602) 468-1414 or Phoenix-Mesa Gateway Airport Public Relations Office at: (480) 988-7600.”
  - c. Leasing offices for new multi-family residential projects shall provide notice to prospective lessees that the project is located within an Overflight Area. Such notice shall consist of a sign at least two foot by three foot (2’ x 3’) installed at the entrance to the sales office or leasing office at each residential project. The sign shall be installed prior to commencement of leases and shall not be removed until the leasing office no longer leases units in the new project. The sign shall state the following in letters of at least one inch (1”) in height:
    - i. “This subdivision, due to its proximity to Phoenix-Mesa Gateway Airport, is likely to experience aircraft overflights, which could generate noise levels which may be of concern to some individuals. The mix of aircraft consists of cargo, commercial, charter, corporate, general aviation and military aircraft. For additional information contact the Arizona Department of Real Estate at:

**ORDINANCE NO. 838-24**

(602) 468-1414 or Phoenix-Mesa Gateway Airport Public Relations Office at:  
(480) 988-7600.”

- d. Public reports filed with the Arizona Department of Real Estate shall disclose the location of the Airport and potential aircraft overflights. The following statement shall +be included in the public report:
  - i. The construction, alteration, moving, and substantial repair of any human occupied building or structure in the new project shall achieve an exterior to interior Noise Level Reduction (NLR) of 25 decibels (dB) or an exterior to interior NLR that results in an interior noise level of 45 DNL or less. The developer shall submit a signed and sealed letter from a registered architect or engineer certifying that construction materials, methods, and design were employed to achieve the required noise reduction. A copy of the certification shall be submitted with the application for a building permit.
- e. The owners of the new project, including mortgagees, other lien holders and easement holders, shall execute an avigation easement prior to or concurrently with the recordation of any final plat or approval of a final site plan for the new project. The easement shall be in a form approved by the Director of Planning.



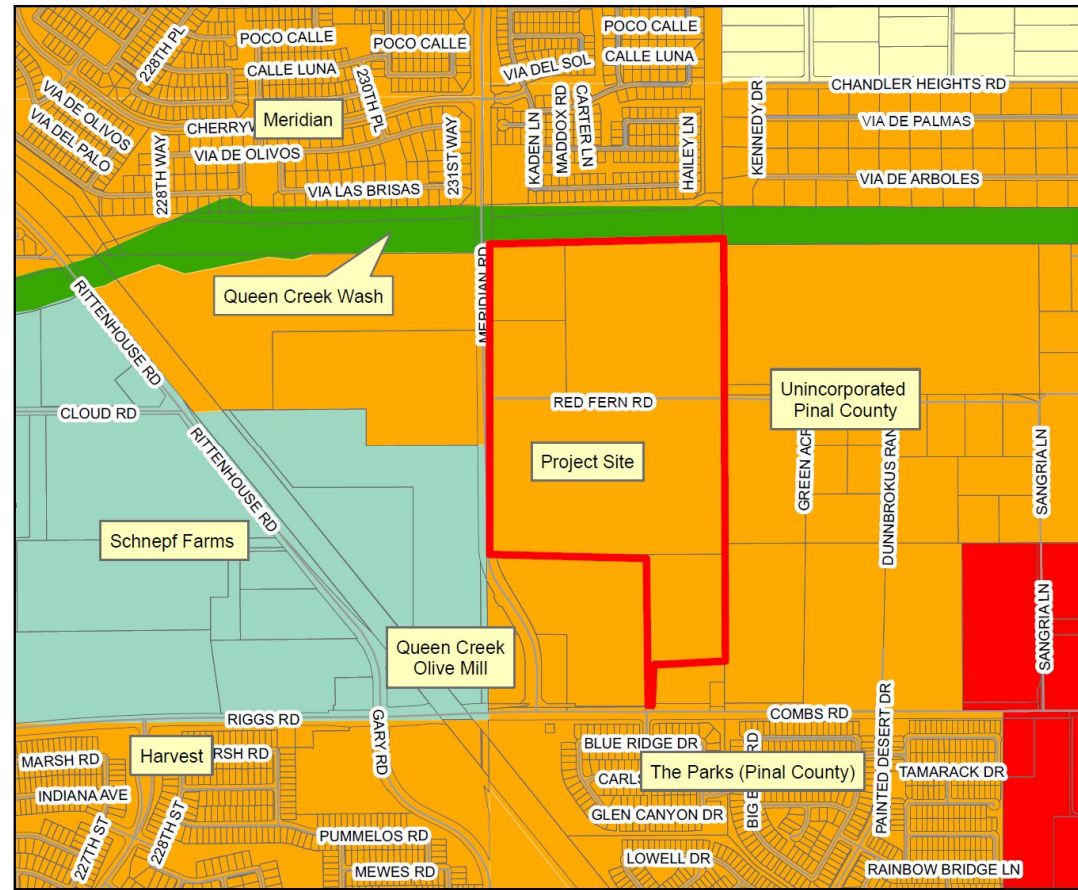
# Bosma Farms Rezone Case P23-0168

Town Council  
May 15, 2024



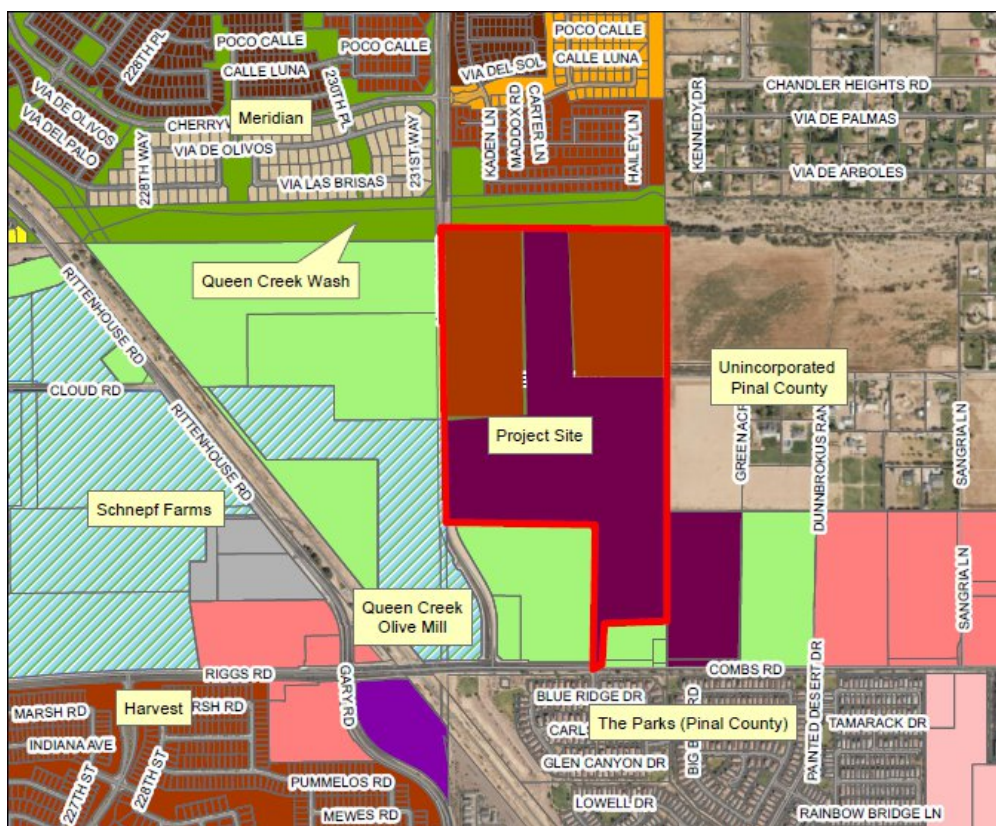
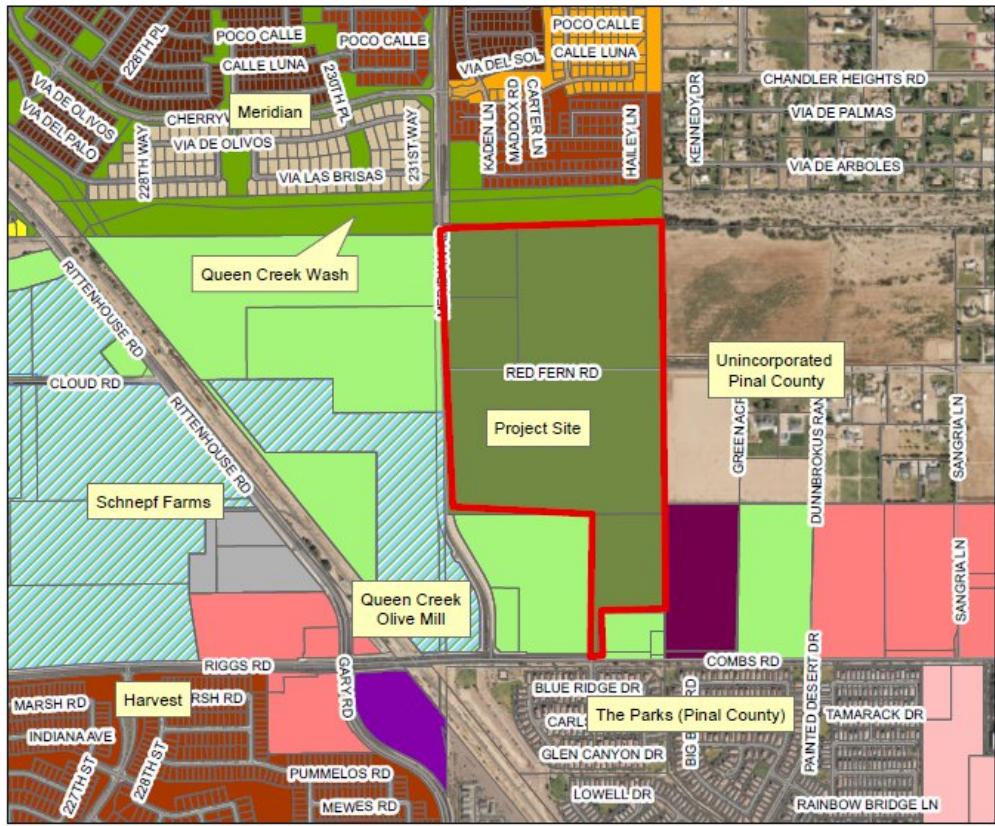
Aerial: 136 acres

General Plan: Neighborhood



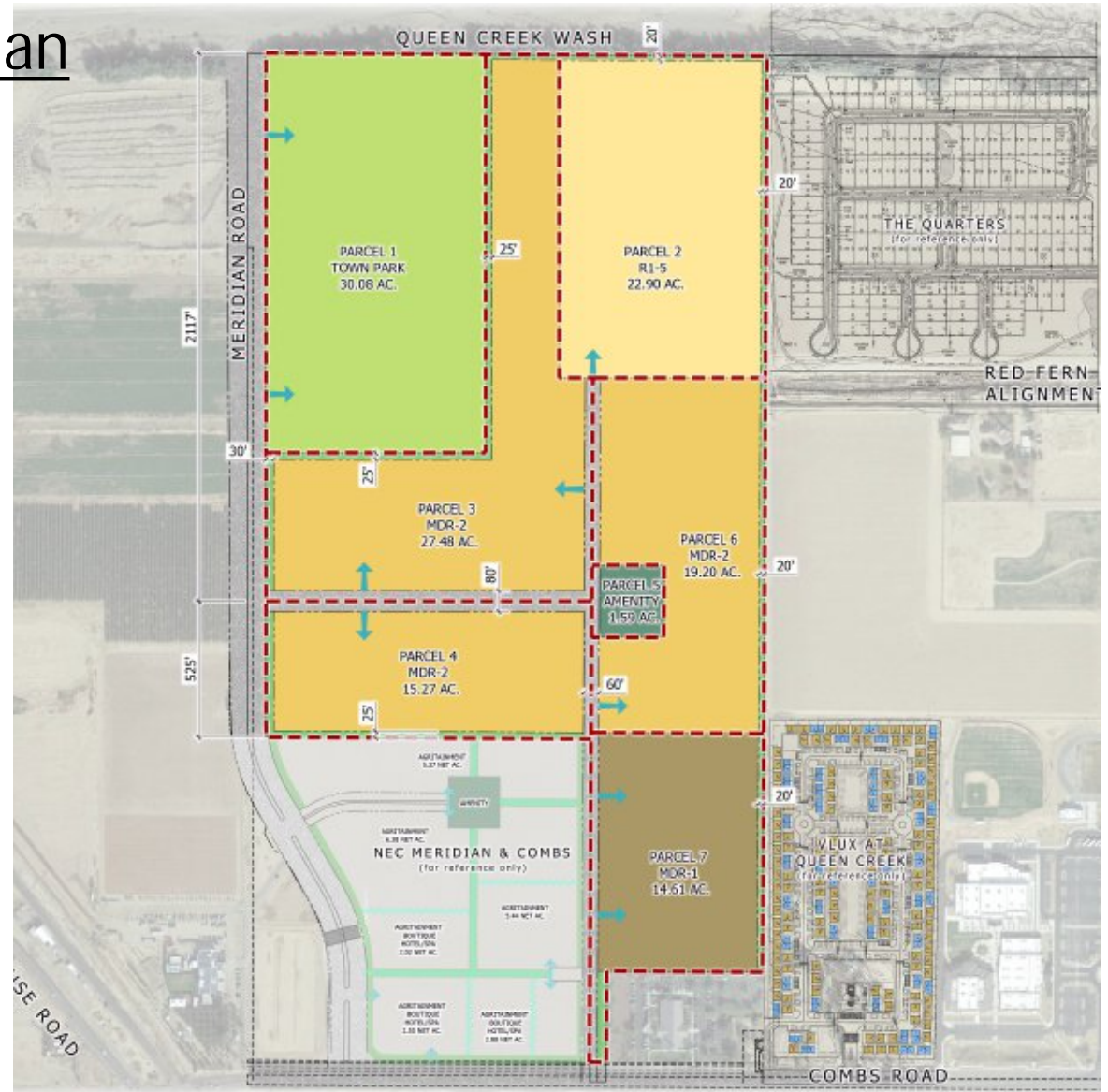
# Existing Zoning: R1-18

# Proposed Zoning: R1-5/MDR

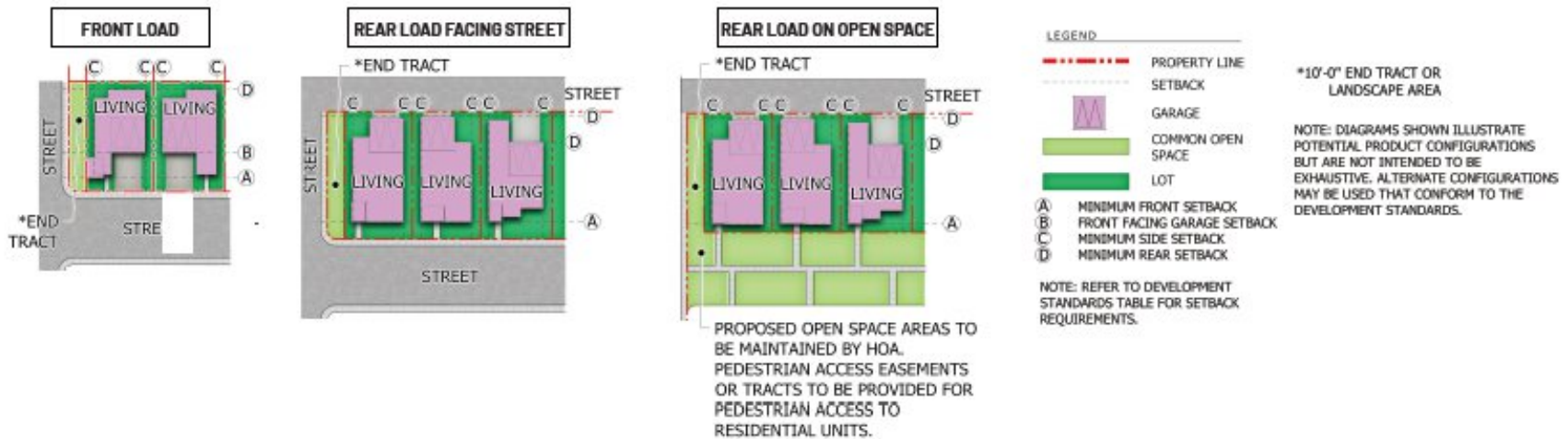




# Proposed Development Plan



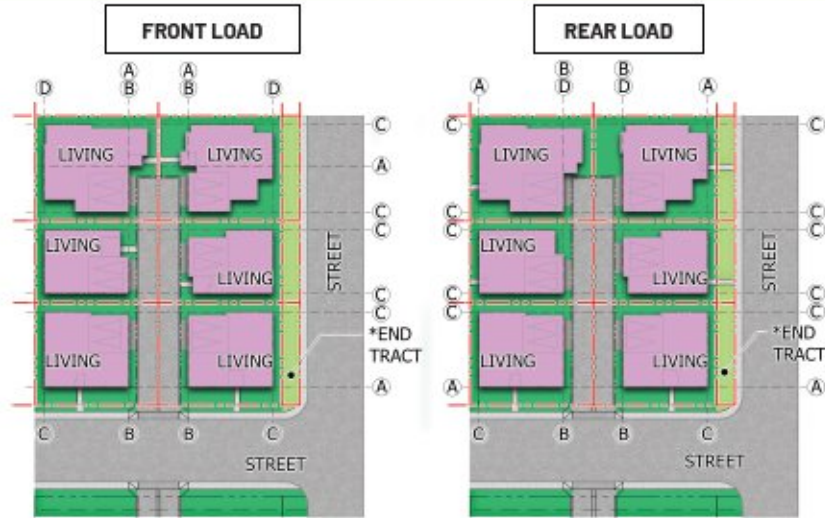
## MDR2: Illustrative Product Diagrams for Single-Family Detached Front Load and Rear Load



## R1-5: Illustrative Product Diagrams for Single-Family Detached Front Load



### MDR2: Illustrative Product Diagrams for Single-Family Detached Cluster



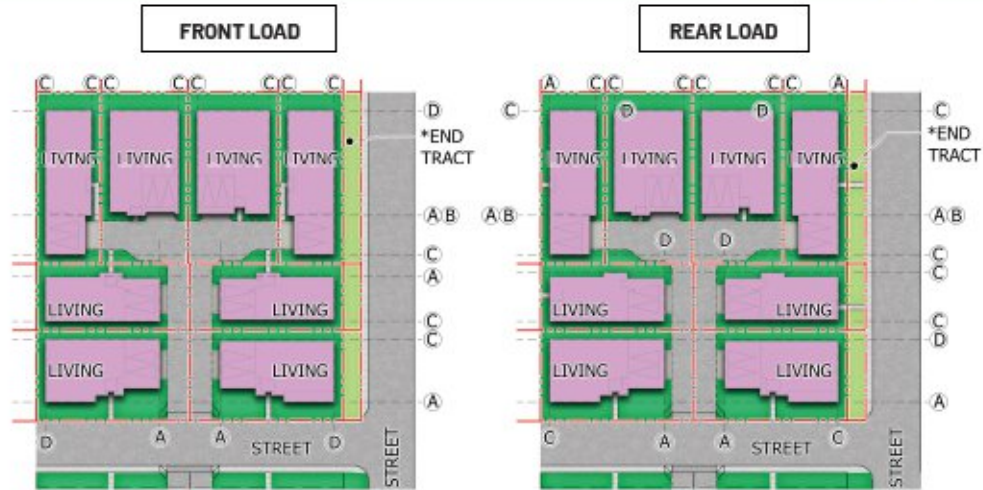
- LEGEND**
- - - - - PROPERTY LINE
  - - - - - SETBACK
  - GARAGE
  - COMMON OPEN SPACE
  - LOT
- (A) MINIMUM FRONT SETBACK  
 (B) FRONT FACING GARAGE SETBACK  
 (C) MINIMUM SIDE SETBACK  
 (D) MINIMUM REAR SETBACK

\*10'-0" END TRACT OR LANDSCAPE AREA

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.

### MDR2: Illustrative Product Diagrams for Single-Family Detached Hammerhead



- LEGEND**
- - - - - PROPERTY LINE
  - - - - - SETBACK
  - GARAGE
  - COMMON OPEN SPACE
  - LOT
- (A) MINIMUM FRONT SETBACK  
 (B) FRONT FACING GARAGE SETBACK  
 (C) MINIMUM SIDE SETBACK  
 (D) MINIMUM REAR SETBACK

\*10'-0" END TRACT OR LANDSCAPE AREA

NOTE: DIAGRAMS SHOWN ILLUSTRATE POTENTIAL PRODUCT CONFIGURATIONS BUT ARE NOT INTENDED TO BE EXHAUSTIVE. ALTERNATE CONFIGURATIONS MAY BE USED THAT CONFORM TO THE DEVELOPMENT STANDARDS.

NOTE: REFER TO DEVELOPMENT STANDARDS TABLE FOR SETBACK REQUIREMENTS.



## Neighborhood Meeting

March 7, 2024: Appx: 4 neighbors

Concerns regarding the following:

- Didn't want to see development
- Wildlife preservation
- Home Sizes
- Connection to Redfern Drive

Planning Commission Vote:

7-0



Questions?  
Thank you.



TOWN OF  
**QUEEN CREEK**  
ARIZONA

12.C

**TO:** TOWN COUNCIL REGULAR SESSION

**THROUGH:** BRUCE GARDNER, TOWN MANAGER

**FROM:** BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, ERIK SWANSON, PLANNING ADMINISTRATOR

**RE:** PUBLIC HEARING AND POSSIBLE ACTION ON ORDINANCE NO. 834-24, CASE P23-0185 QUEEN CREEK INDUSTRIAL CAMPUS A REQUEST TO REZONE THE SUBJECT SITE FROM EMP-B (GENERAL INDUSTRIAL DISTRICT) TO EMP-B WITH A PAD OVERLAY TO ALLOW ADDITIONAL BUILDING HEIGHTS UP TO 120';. THE APPROXIMATE 240-ACRE SITE IS LOCATED AT THE SOUTHEAST CORNER OF CRISMON AND GERMANN ROADS.

**DATE:** May 15, 2024

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**Suggested Action:**

Move to approve Ordinance No. 834-24, P23-0185 Queen Creek Industrial Campus PAD Rezone, as recommended by the Planning Commission at their April 10, 2024 hearing, subject to the Conditions of Approval outlined in this report.

**Introduction / Summary:**

The request is to Rezone the subject site from EMP-B (General Industrial District) to EMP-B with a PAD Overlay to allow additional building heights ranging from 48' up to 90' and accessory structures up to 120' within an proposed tiered plan.

**Planning Commission Recommendation:**

The Planning and Zoning Commission recommended approval of case P23-0185 Queen Creek Industrial Campus PAD Rezone at their April 10, 2024 meeting, with a vote of 7-0.

**History:**

September 16, 2015: Town Council approves the North Specific Area Plan (NSAP)  
December 12, 2015: Town Council approves GPA15-040, the NSAP Major General Plan Amendment and Rezoning Case R15-039, formally amending the General Plan and Rezoning the entire approximate three-square mile area that encompassed the NSAP.

**Project Information:**

Project Name: Queen Creek Industrial Campus PAD Rezone

Site Location: Southeast corner of Crismon and Germann roads

General Plan Designation: Industrial

Existing Zoning: EMP-B

Proposed Zoning: EMP-B/PAD

Surrounding Zoning:

- North: Germann Road; City of Mesa north of Germann Road
- West: Crismon Road; EMP-A west of Crismon Road
- South: Ryan Road; Siete Solar Field (EMP-B)
- East: EMP-A and HDR

Gross/Net Acreage: 240 acres/

Building Height: 48-feet

Building Height Proposed: Tier 1 - 48-feet, Tier 2 - 65-feet, Tier 3 - 90-feet (accessory structure in Tier 3 - 120-feet)

**Discussion:**

The request is to Rezone the approximate 240-acre site from EMP-B to EMP-B with a PAD Overlay to allow for additional building heights ranging from 48' up to 90' and accessory structures up to 120' within an proposed tiered plan. The subject was part of a General Plan Amendment in 2015 in coordination with the 3-square mile area that represents the North Specific Area Plan (NSAP). At the time of establishing the NSAP the effort was to establish land uses in concert with the various property owners. The creating of the NSAP was to plan for the rapid growth of the Town and prepare for the increased interest in the area directly south of the Phoenix Mesa Gateway Airport. A subsequent Rezoning of the same 3-square mile area following the General Plan Amendment and establishment of the NSAP, established the current zoning of the site. The 240-acre subject site is bounded by Germann Road on the north, Crismon Road along the west, future Ryan Road along the southern boundary, and existing vacant land zoned EMP-A and HDR (High Density Residential) along the eastern boundary of the site. Southeast of the subject site, south of the future Ryan Road is the Town's Frontier Family Park.

The purpose of the request is to establish an overlay allowing for additional building heights within established boundaries of the subject site utilizing a tiered approach. Along both arterial frontages, the established building height consistent with the Zoning Ordinance of a max building height of 48' will be maintained for a depth of 300-feet. Moving internal to the site, from 300-feet to 600-feet from the arterials, creates the second tier where heights will be increased to 65-feet for a depth of another 300-feet. The third tier extends the remaining portion of the site allowing for an additional building height of 90-feet. Within the third tier, an additional height increase is requested for up to 120-feet to allow for accessory structure associated with users to allow for mechanical equipment, silos, and related equipment. Any heights greater than 90-feet will be designed so as to be as screened as much as possible with a focus on centrally locating any mechanical equipment behind building walls. With the exception of accessory structures as previously discussed, all rooftop mechanical equipment will be screened by parapets. According to the applicant, the requested additional tiered heights is to allow the development to remain competitive within surrounding properties and that the current restrictions limit the types of users and development that can occur on the site. As significant interest has led to the development of many industrial properties within the City of Mesa (north of Germann) the proposed rezoning will assist in providing a competitive advantage. Furthermore, with greater flexibility, this allows the development team to seek a broader range of users that may be more attractive to the Town's long-range goals of securing various employment industries.

**Site Layout**

It is important to note that there are no users or proposed site plans associated with this project. A number of conceptual site plans are provided for conceptual purposes in an effort to show how the site may develop. The conceptual plans provide a number of optional building layouts to show various types of users that may be interested in the site. It is important to note that within each of the conceptual plans a 1.2 million square foot building is provided. Per the development team, this is to reflect the potential development of the site in the event a similar sized user to LGES could develop the site. Within each conceptual plan the proposed development tiers are provided. To address potential building massing with the proposed tiers, the applicant is proposing to increase the landscaping buffer along Crismon and Germann roads, however it is worth noting that given the siting of the SRP power poles along Crismon Road, an easement of 80-feet will be required. As provided on the conceptual plans, outside of the 80-foot easement, parking areas and foundation landscaping are provided adjacent to any buildings in which additional vertical landscaping can be accommodated.

**Public Participation:**

A neighborhood meeting was conducted on Thursday, December 21, 2023. No neighbors attended the meeting. Prior to the PZ meeting, Staff received comments from the adjacent property owner to the east expressing concerns with the buffering between properties. To address the concern, the applicant proposed condition no. 13, creating a height limitation along the eastern boundary. The applicant and property owner are in agreement to the condition. Following the Planning Commission hearing staff received one email in opposition to the request from a nearby resident stating that they did not want to see anymore industrial development in the area.

**Planning Commission Hearing:**

No residents or property owners spoke at the hearing regarding the request. Prior to the Planning Commission hearing the adjacent property owner to the east expressed a concern regarding sufficient transitions and buffering from the subject site. The applicant met and discussed with the adjacent property owner resulting in an additional condition of approval being recommended. Condition no. 13 was added and reads:

“No building shall exceed 65 feet in height within 80 feet of the east property line.”

The Planning Commission voted to recommend approval of the request with the additional condition with a vote of 7-0

**Analysis:**

**General Plan Review:**

The current General Plan designation for this property is Industrial, and designated in the General Plan as a Growth Node with the NSAP serving as the guiding document for future growth. Per the General Plan, the Growth Area Overlay "provides guidance for areas where new development is needed to accommodate future population" included within this statement is the importance of providing sufficient employment opportunities for the Town's long-term growth strategy. The Growth Area Element provides the specific goal to "Plan for and prepare to guide development within growth areas." The request is consistent with the General Plan.

**Zoning Review:**

The current zoning designation of the property is EMP-B. The applicant is requesting EMP-B with a PAD Overlay. The PAD Overlay is to allow for additional building heights. No deviations are proposed.

**Adequate Public Facilities:**

In accordance with Article 5.1 (Adequate Public Facilities) provision of the Zoning Ordinance, the applicant has provided information regarding the project's potential impact on public facilities. Staff's review of those reports indicates that adequate public facilities will be provided by the project.

**Engineering, Utilities and Transportation Review:**

The project has been reviewed by the Engineering, Utilities and Transportation departments. It is important to note that within the Development Booklet (p.7) the applicant states that additional right-of-way dedications will not be necessary for Ryan Road (along the site's southern boundary). Staff has been in discussion with the development team regarding this request and has determined that additional right-of-way will be required, and that the dedication of the additional right-of-way will be required as part of this rezoning application. Furthermore, the applicant has stated that improvements will only be required if needed. Staff is discussing the timing of the improvements with the development team and will provide a definitive timeline by the time the item goes to Town Council. Conditions of Approval have been added accordingly for any applicable items.

**Conditions of Approval:**

1. This project shall be developed in accordance with the plans attached to this case and all the provisions of the Zoning Ordinance applicable to this case.
2. The Town requires all poles less than 69kV to be relocated underground. SRP may require easements outside of Public Right-of-Way. The applicant shall contact SRP for specific requirements that they may have in addition to the Town requirements.

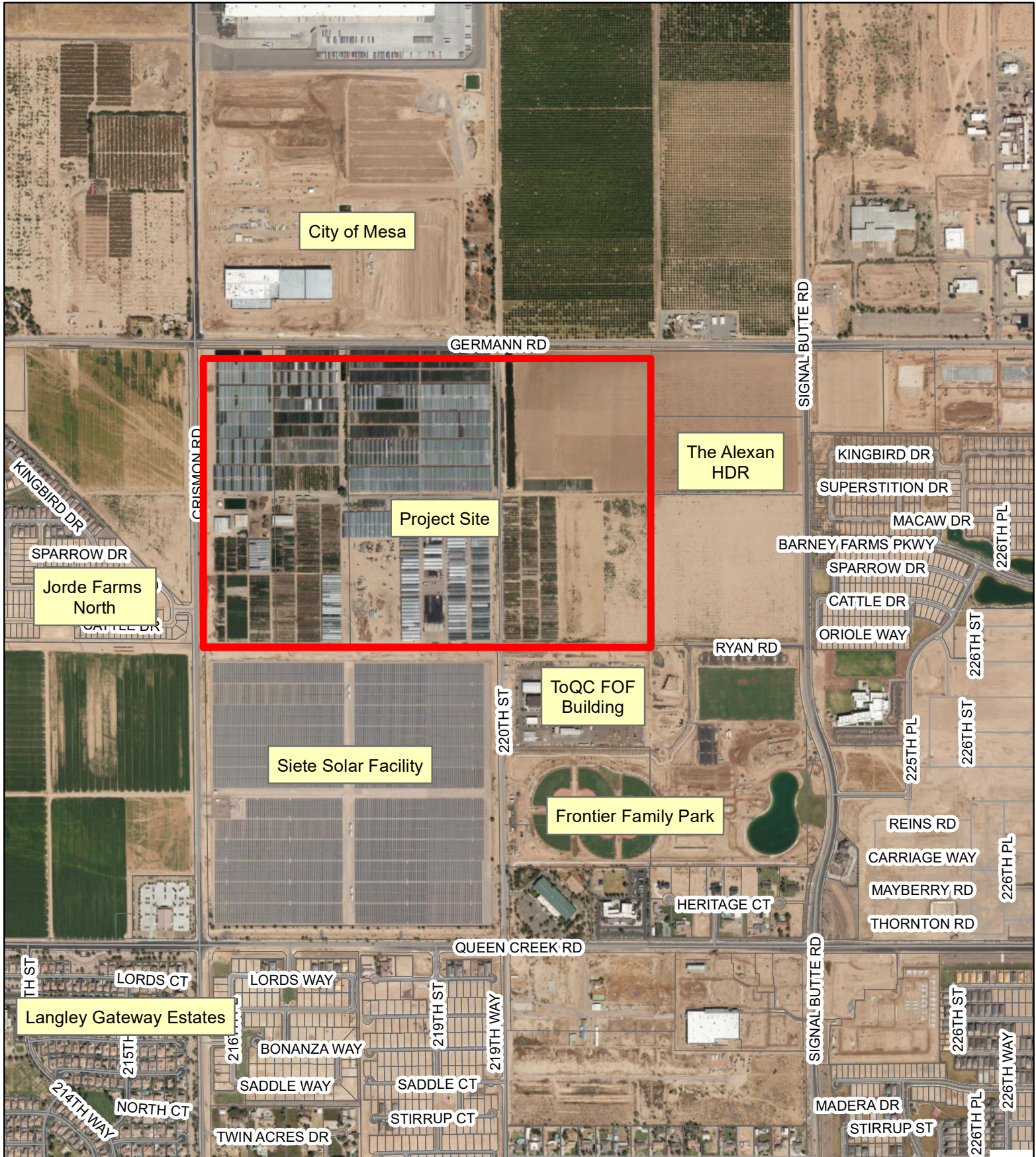


3. Full ½ street improvements including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, landscaped medians, drainage facilities, and power pole relocation shall be designed and constructed, as required or needed at the time of development.
4. For offsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), or a bond to cover the costs for construction assurance. The IRLOC and bond are required to be approved by the Town Attorney. The assurance amount shall be determined by an engineer's estimate during the construction document review phase. Construction assurance shall be deposited with the Town prior to any permits being issued.
5. For onsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), a bond to cover the costs for construction assurance, or signed Certificate of Occupancy Hold Agreement. The IRLOC and bond are required to be approved by the Town Attorney. The assurance amount shall be determined by an engineer's estimate during the construction document review phase. Construction assurance shall be deposited with the Town prior to any permits being issued.
6. The design of all pedestrian and multiuse trail crossings shall be incorporated into the design of the Preliminary and Final Plats to ensure adequate safety.
7. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, shall be screened and painted to match the main color of the building or to blend in with adjacent landscaping.
8. The developer is responsible for installing and maintaining all landscaping within the public right-of-way including all median landscaping within the arterial, collector, and local roads.
9. The developer shall submit an Engineers Cost Estimate for all onsite public improvements and offsite public improvements. All Engineers Cost Estimates are required to be submitted to the Town during the Final Plat review phase of the project.
10. All utility and irrigation conflicts shall be resolved prior to recordation of the Final Plat including any relocations, removals, or easement abandonment.
11. If warranted, the developer will be responsible for their proportional share of traffic signals adjacent to the subject property. Traffic signal warrant shall be determined via a TIA at the time of subsequent Preliminary Plat submittals.
12. The landscaping in all open-spaces and rights-of-way shall be maintained by the adjacent property owner or property owners' association.
13. No building shall exceed 65 feet in height within 80 feet of the east property line.

**Attachment(s):**





























1. [Aerial Exhibit.pdf](#)
2. [Existing Zoning.pdf](#)
3. [Proposed Zoning.pdf](#)
4. [QCIC - Site Plan Height Exhibit v2 \(1\).pdf](#)
5. [General Plan.pdf](#)
6. [QCIC - Site Section \(1\).pdf](#)
7. [QCIC - Proposed Access Locations v2 \(1\).pdf](#)
8. [QCIC - PAD Narrative v2 \(1\).pdf](#)
9. [Ord 834-24.pdf](#)
10. [QCIC Staff Presentation.ppt](#)

**Project Name: Queen Creek Industrial Campus Rezone Aerial Exhibit**  
**Case Number: P23-0185**  
**Hearing Date: April 10, 2024 (Planning Commission)**





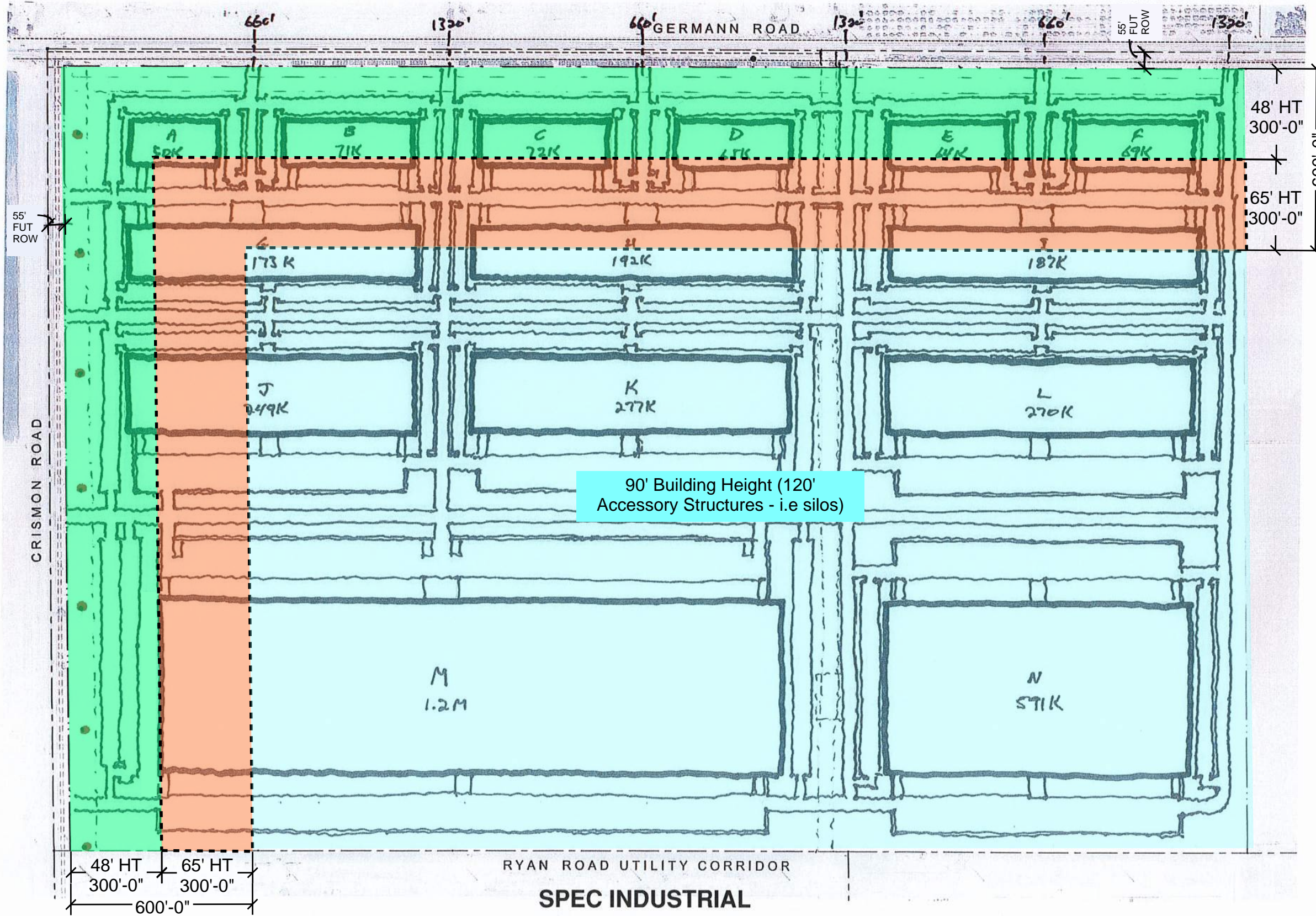
## Zoning Districts

 C-1 - Commercial	 PQP - Public/Quasi Public	 R1-15 - Residential	 R1-4 - Residential
 C-2 - Commercial	 PRC - Parks	 R1-12 - Residential	 HDR - High Density Residential
 C-3 - Commercial	 R1-190 - Residential	 R1-9 - Residential	 MDR - Medium Density Residential
 DC - Downtown Core	 R1-54 - Residential	 R1-8 - Residential	 MU - Mixed Use
 RC - Residential Commercial	 R1-43 - Residential	 R1-7 - Residential	 AT - Agritainment
 EMP A - Office/Industrial Park	 R1-35 - Residential	 R1-6 - Residential	 PCD - Planned Community District
 EMP B - General Industrial	 R1-18 - Residential	 R1-5 - Residential	 SP - Specific Plan



## Zoning Districts

C-1 - Commercial	PQP - Public/Quasi Public	R1-15 - Residential	R1-4 - Residential
C-2 - Commercial	PRC - Parks	R1-12 - Residential	HDR - High Density Residential
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EMP A - Office/Industrial Park	R1-35 - Residential	R1-6 - Residential	PCD - Planned Community District
EMP B - General Industrial	R1-18 - Residential	R1-5 - Residential	SP - Specific Plan



0 80' 160' 320'

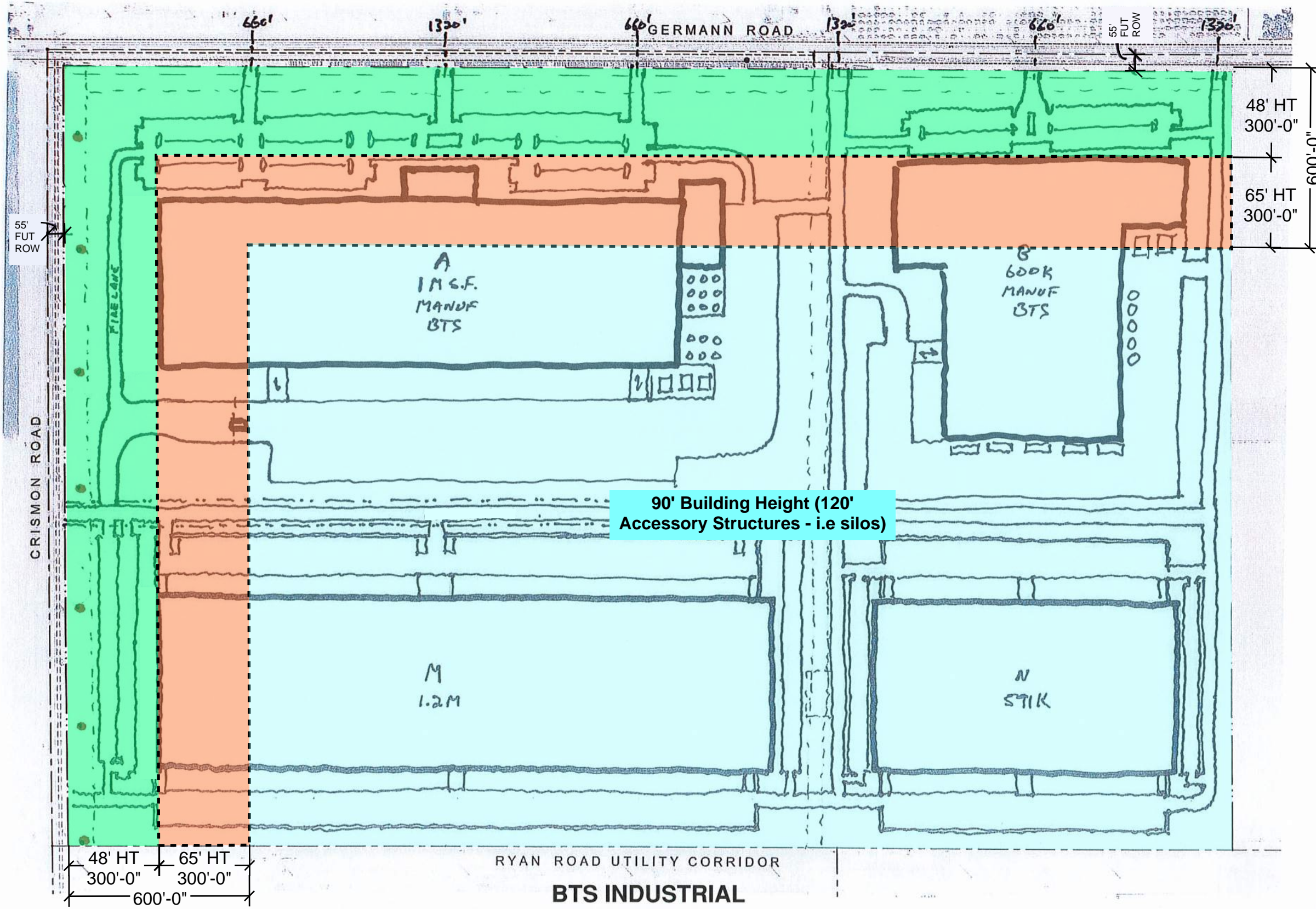
SCALE: 1" = 160'

3,562,900 S.F.  
TOTAL  
BLDG AREA



**QUEEN CREEK Industrial Campus**  
SEC Germann Road & Crimson Road  
Queen Creek, Arizona





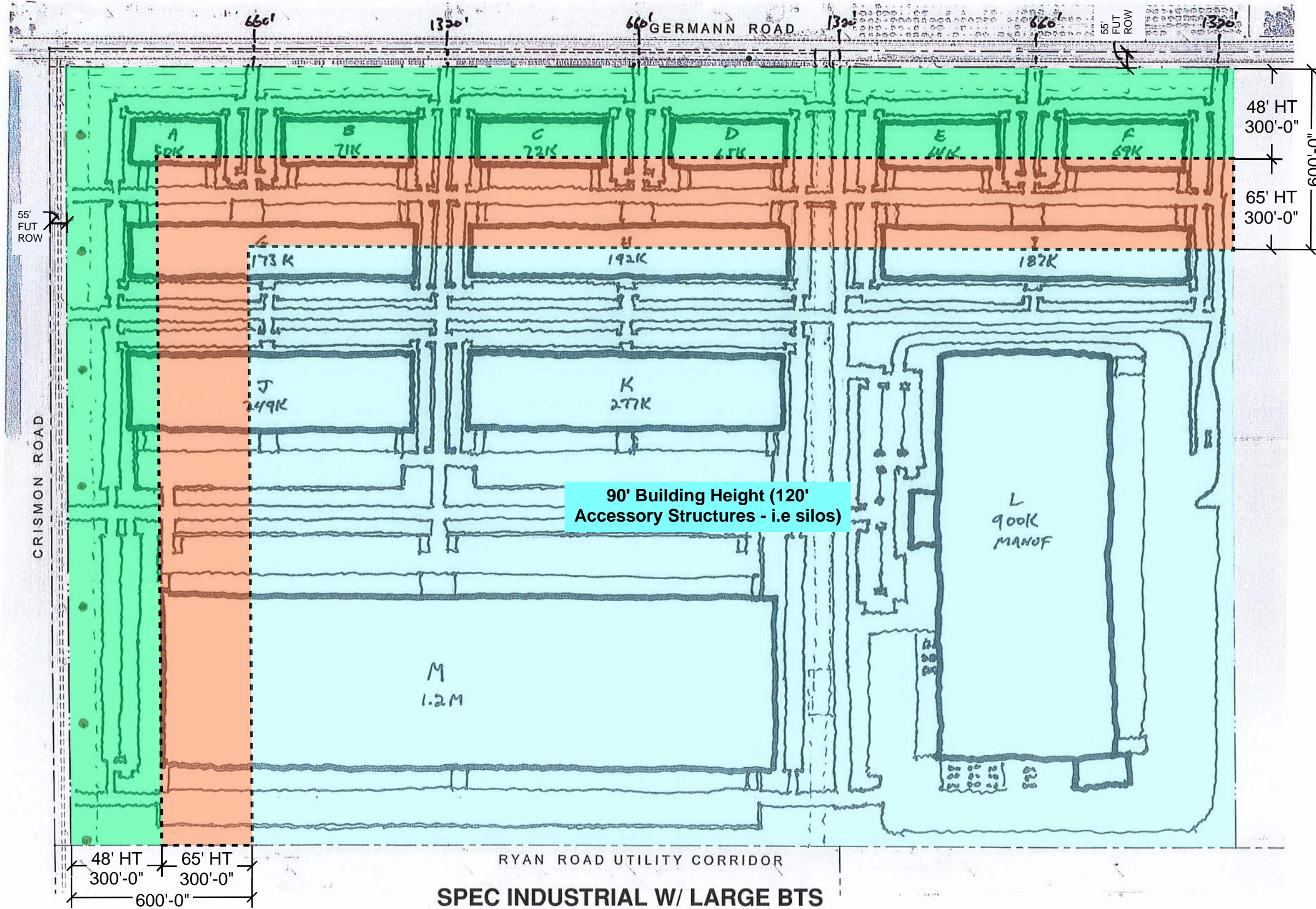
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SCALE: 1" = 160'  
3,391,000 S.F.  
TOTAL  
BLDG AREA



**QUEEN CREEK Industrial Campus**  
SEC Germann Road & Crimson Road  
Queen Creek, Arizona



09.21.23  
23082 ST02



0 80 160 320  
 SCALE: 1" = 160'  
 3,601,900 S.F.  
 TOTAL  
 BLDG AREA

90' Building Height (120'  
 Accessory Structures - i.e silos)

RYAN ROAD UTILITY CORRIDOR

SPEC INDUSTRIAL W/ LARGE BTS

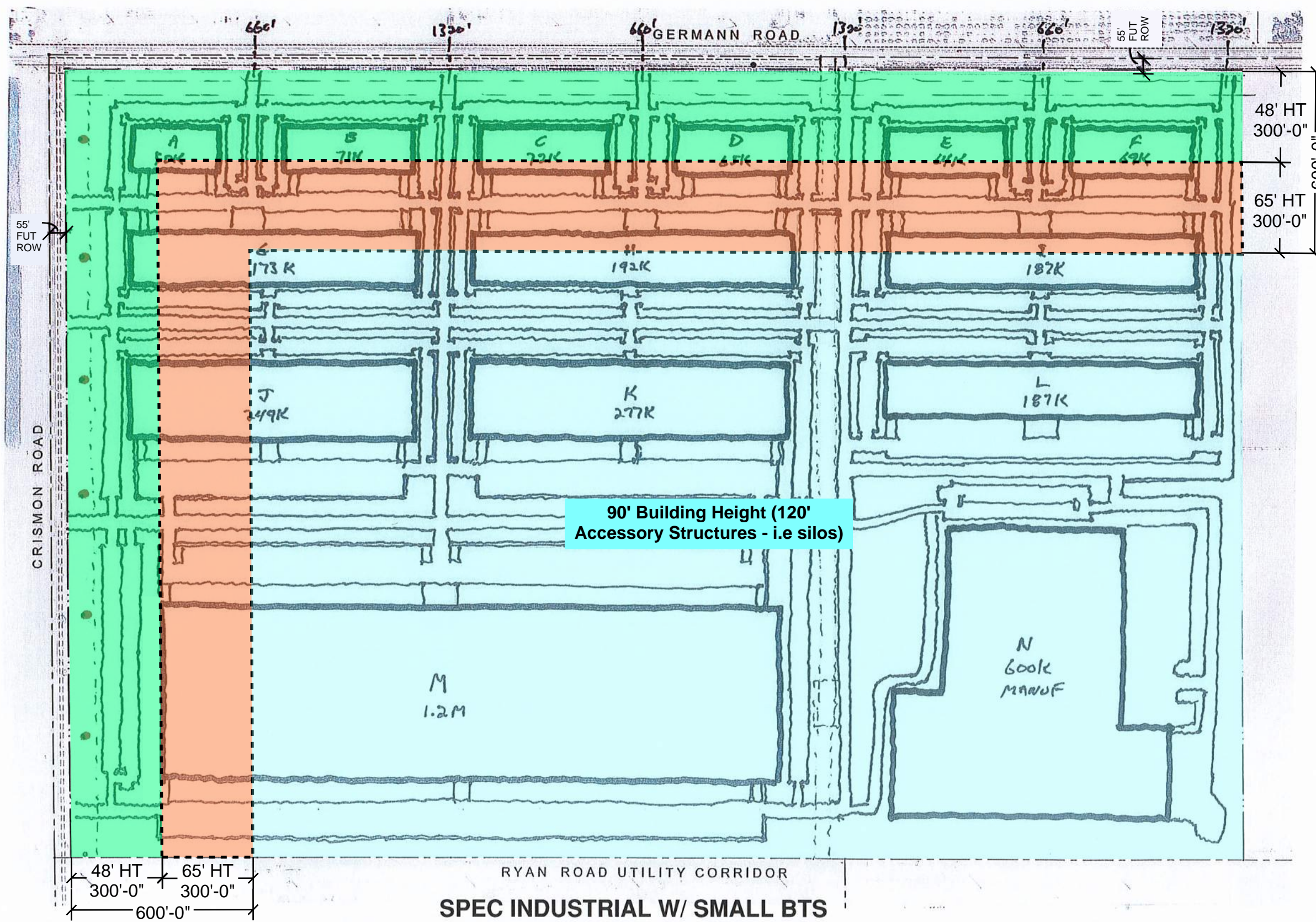
# QUEEN CREEK Industrial Campus

SEC Germann Road & Crimmon Road  
 Queen Creek, Arizona



09.21.23  
 23082 ST02  

 Butler Design Group, Inc  
 architects & planners



SCALE: 1" = 160'
   
 3488900 S.F.
   
 TOTAL
   
 BLDG AREA

90' Building Height (120'
   
 Accessory Structures - i.e silos)

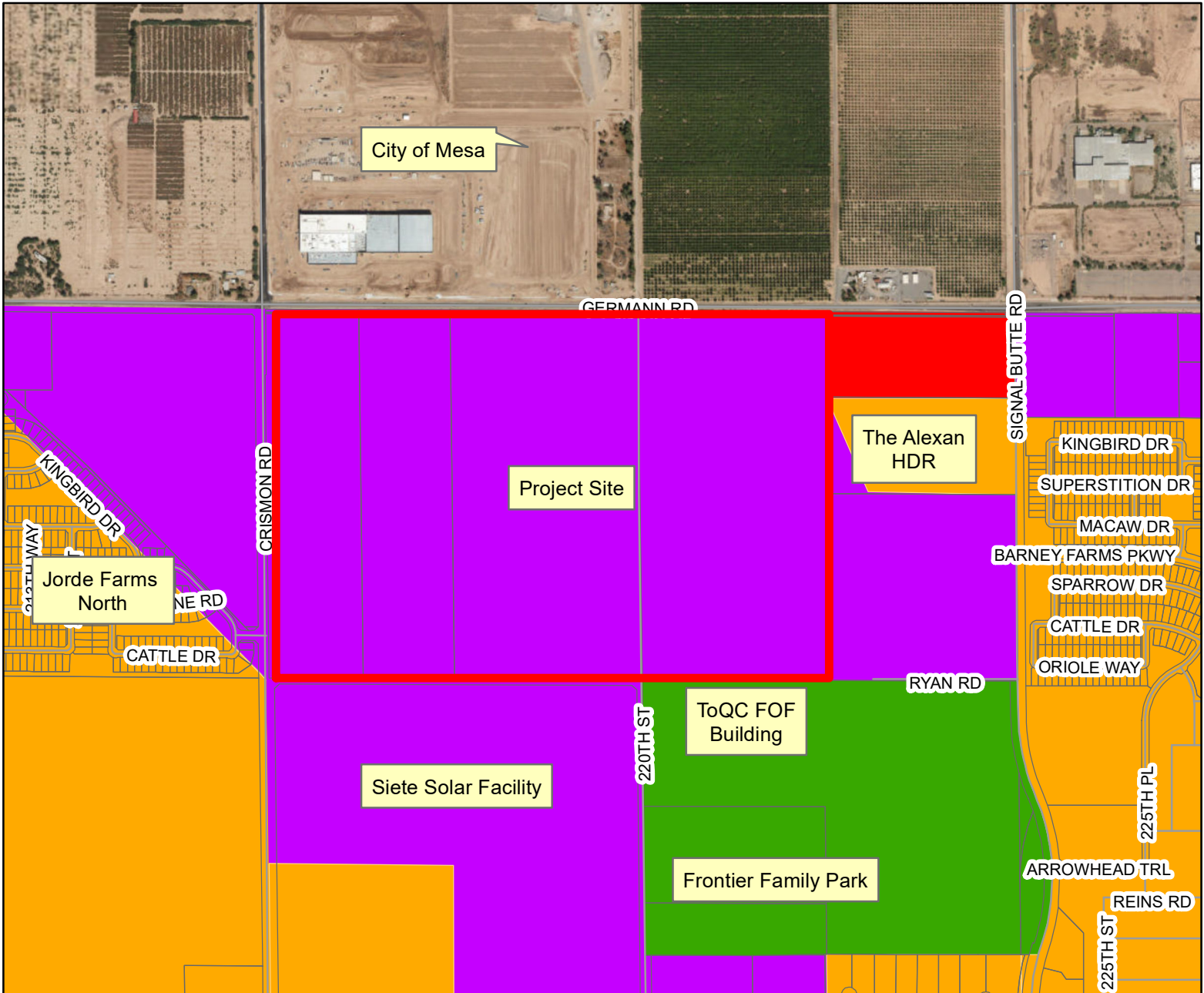
RYAN ROAD UTILITY CORRIDOR
   
 SPEC INDUSTRIAL W/ SMALL BTS

# QUEEN CREEK Industrial Campus

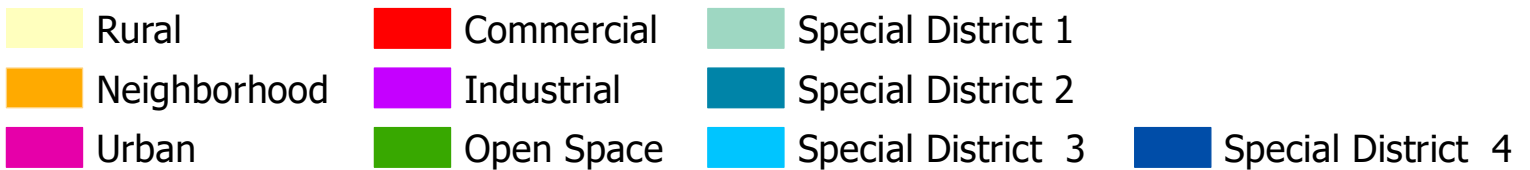
SEC Germann Road & Crimson Road
   
 Queen Creek, Arizona

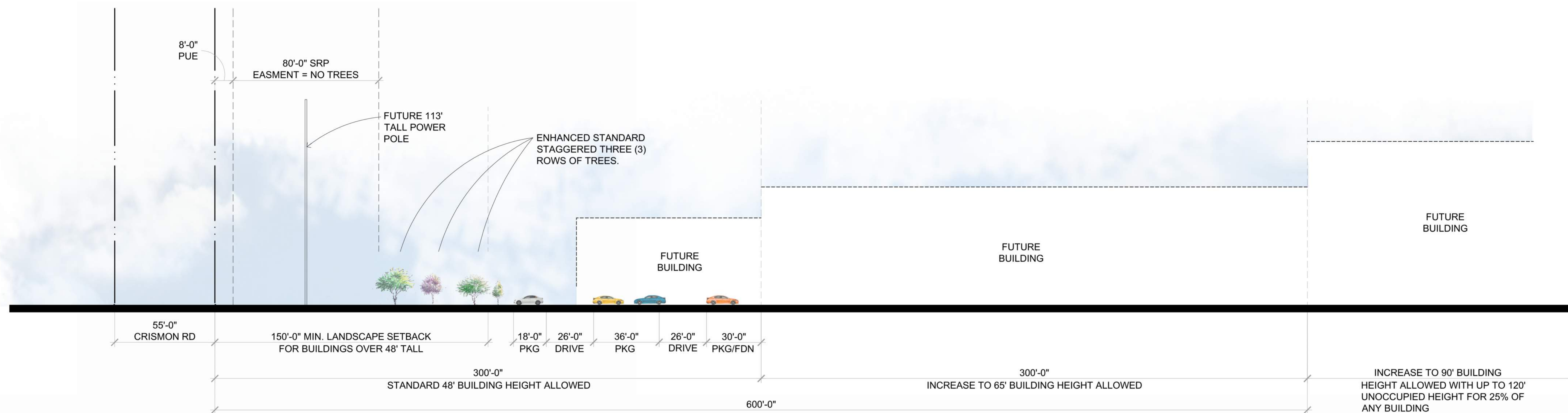




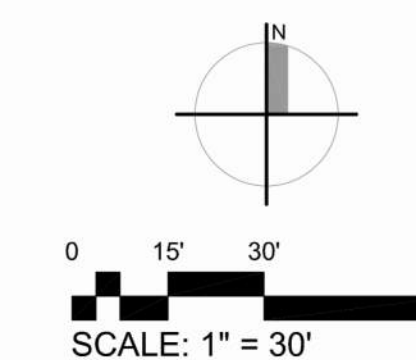


### General Plan Land Use

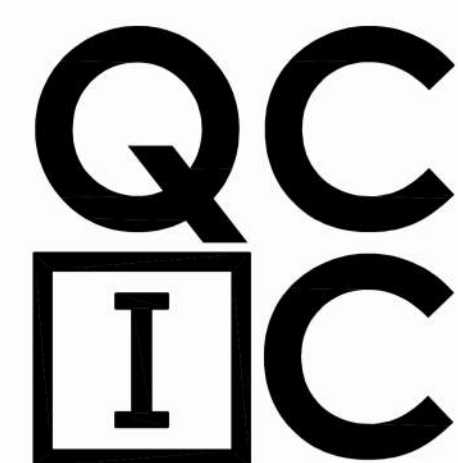




SITE SECTION



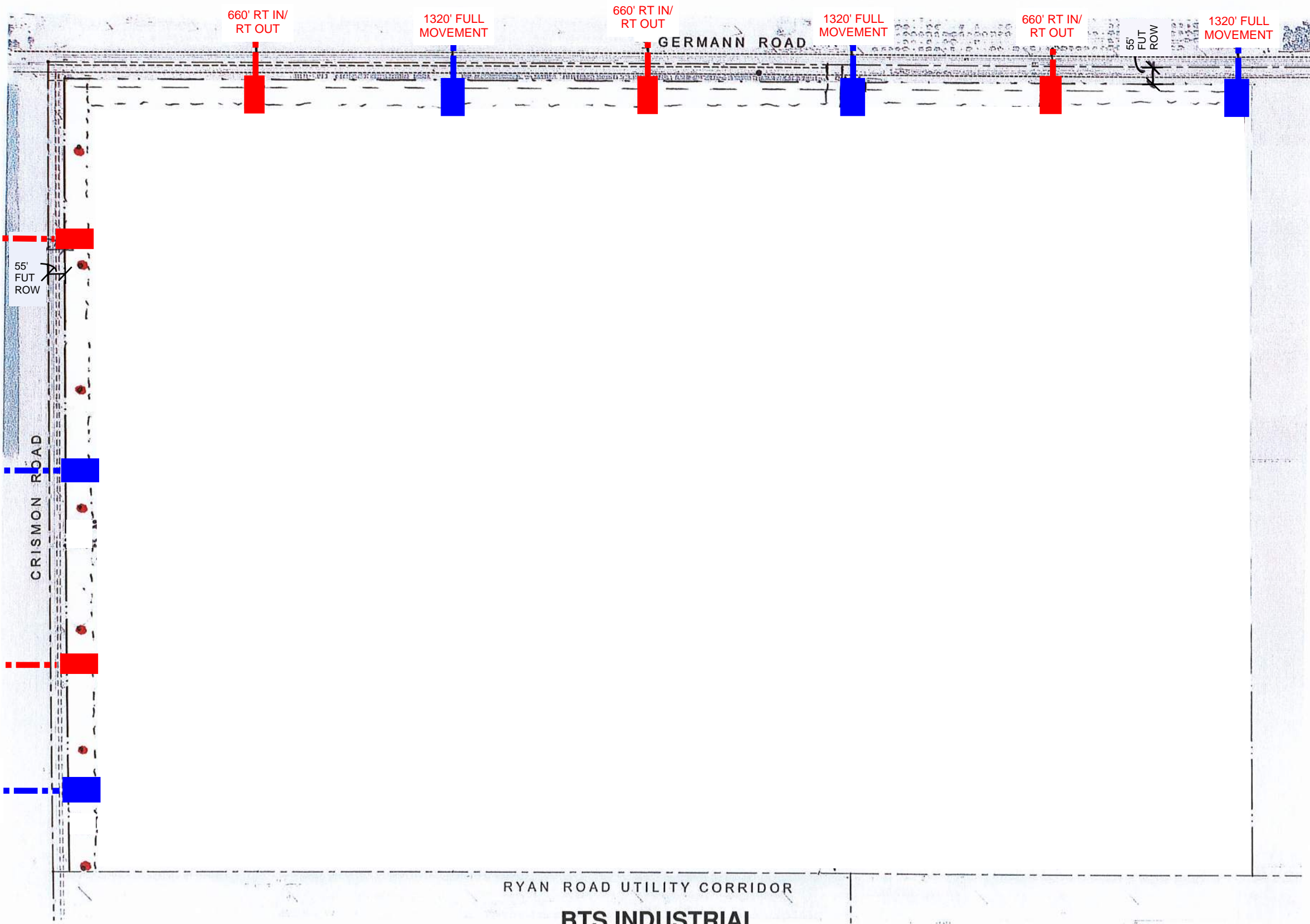
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23082



# QUEEN CREEK Industrial Campus

Crimson Road ENHANCED STANDARD (If buildings are to be taller than 48')  
Queen Creek, Arizona





RYAN ROAD UTILITY CORRIDOR  
 BTS INDUSTRIAL

**QUEEN CREEK Industrial Campus**  
 SEC Germann Road & Crimson Road  
 Queen Creek, Arizona

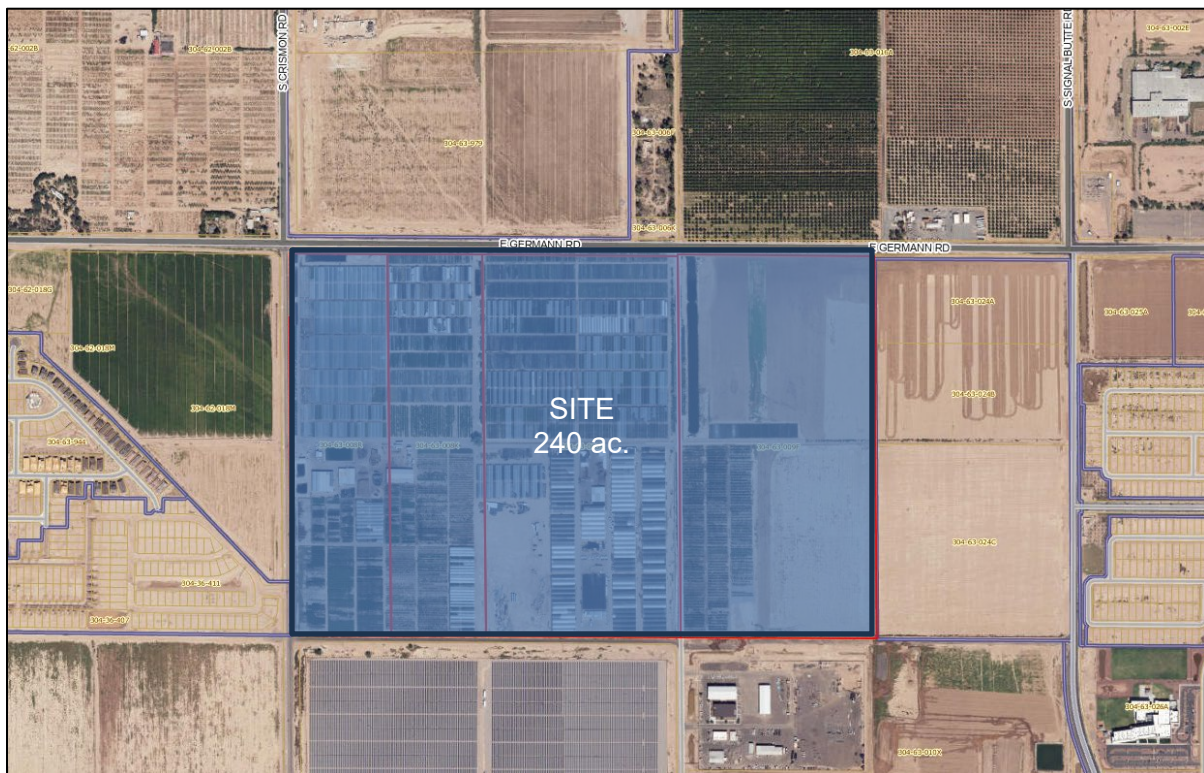


# Queen Creek Industrial Campus



## SEC Crismon Rd and Germann Rd

Project Narrative  
Rezone – PAD



1<sup>st</sup> Submittal: December 22, 2023  
2<sup>nd</sup> Submittal: February 23, 2024



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## Introduction

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On behalf of Vlachos Enterprises, LLC, we are pleased to submit this Planned Area Development (PAD) Overlay application on approximately 239.95 gross acres located at the southeast corner of Crismon Road and Germann Road, and otherwise commonly known as Maricopa County Assessor’s Parcel Numbers (APNs) 304-63-008H, 304-63-008K, 304-63-008L, 304-63-008Q, 304-63-008J, 304-63-008M, 304-63-008N, 304-63-008P, 304-63-008R, 304-63-009D, and 304-63-009F (the Vlachos Property, hereinafter referred to as the “Queen Creek Industrial Campus”). See Aerial Map, **Tab 1**.

## Project Overview

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The Queen Creek Industrial Campus (QCIC) is currently operated as V&P nurseries, one of the largest wholesale plant growers local to Arizona. The industrial zoning on this property has long been considered a key asset for the Town of Queen Creek that will be instrumental in capturing some of the growing demand from industrial and manufacturing users targeting the Southeast Valley.

The land south of the Mesa Gateway Airport and the Germann Road corridor have attracted substantial investment in recent years, including new developments from JX Nippon Mining & Metals, CRG, Lowe’s, Trammel Crowe, and TRW Automotive. To date, much of that investment has occurred north of Germann Road in the City of Mesa.

Understanding the Town’s desire to capture significant employer growth, combined with the fact that as recently as 2015, 95% of all Queen Creek working residents commuted outside the Town for work, the Town created the North Specific Area Plan.

The NSAP established a vision for North Queen Creek and identified the QCIC for industrial uses. The NSAP included additional goals and policies to create a “differentiated competitive advantage” for NSAP industrial property. To that end, the property was rezoned industrial in 2015 to begin attracting the type of industry long desired by the Town.

With the saturation of industrial opportunities north of Germann Road (in Mesa), the applicant desires to enhance the property entitlements for this site and create a competitive advantage for the Town. By establishing minimum expectations to differentiate the site, we can be better responsive to market inquiries and attract the type of modern industrial uses the Town desires. Hence, the purpose of this PAD application is to establish allowed building heights, performance standards, expected infrastructure and off-site commitments.

## Current General Plan, Area Plan, and Zoning

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The Property is currently zoned General Industrial (EMP B). See Zoning Map, **Tab 2**. The Town of Queen Creek General Plan Land Use Map designates the property as Industrial. See General Plan Map, **Tab 3**. The Property is also within the North Specific Area Plan (NSAP), **Tab 4**.

## Adjacent Land Uses

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- **North:** General Industrial (GI) (City of Mesa)
- **East:** Industrial (EMP A) and High Density Residential (HDR)
- **South:** Industrial (EMP A) Solar Farm and Town of Queen Creek (PRC)
- **West:** Industrial (EMP A) and Urban Development (R1-5)

## Request

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The Applicant is requesting a PAD overlay to establish allowed building heights, performance standards, expected infrastructure and off-site commitments.

## PAD Overlay

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QCIC is requesting a PAD overlay to best position the Property for success in a competitive marketplace. As detailed below, the PAD overlay will establish allowed building heights, performance standards, expected infrastructure and off-site commitments. These standards are aligned with the goals and policies outlined in the NSAP that were intended to provide market differentiation for QCIC.

With a property the scale of QCIC, a lack of clarity around the costs for property improvement can be the greatest perceived risk for potential buyers. Memorializing the NSAP policies in a PAD ordinance will create certainty for potential large employment users/site selectors and incentivize investment in the Property and the Town of Creek.

The PAD overlay will also provide for tiered building heights, appropriately buffered from the right of way, to better accommodate and attract a modern large industrial user.

### i. Permitted Uses

The permitted uses for QCIC shall be all those uses permitted by the underlying zoning district, EMP B.

### ii. Development Standards

This PAD proposes standards consistent with the EMP-B zoning district, except as modified by the table below.

	<u>EMP-B Zoning District</u>	<u>Proposed PAD Standards</u>
<b>Min. Area</b>	--	--
<b>Min. Width</b>	100'	100'
<b>Min. Depth</b>	150'	150'

<b>Max. Lot Coverage</b>	80%	80%
<b>Max. Height</b>	48'	48' – 90' per height exhibit (120' for accessory structures and building appurtenances)
<b>Min. Front Yard Setback</b>	--	--
<b>Min. Side Yard Setback</b>	0'	0'
<b>Min. Rear Yard Setback</b>	25'	25'

**iii. PAD Deviation Justification - Building Heights**

This PAD requests a deviation to building heights necessary to attract strategic employers and industries. The QCIC wants to attract and accommodate the most desirable and discernable of users, such as national advanced manufacturers, high tech industries, and national distributors. While the EMP B District allows those types of potential users, strategic building height will aid this location in attracting top site selectors the same way LG chose the North Queen Creek site based on its land area and extra height allowance.

Accordingly, the Applicant is requesting a PAD overlay to allow building heights of varying tiers to better attract users while maintaining compatibility with surrounding uses. The building heights range from 48' 65', to 90' for primary structures (and 120' for accessory structures, such as silos). The proposed additional height would step up and away from the public right of way frontage utilizing a tiered approach as depicted below and in **Tab 5**. All QCIC building heights and accessory structures/elements will comply with all FAA rules and restrictions.

QCIC is contemplated such that the first 300' from the street is fully compliant with the current standards for building height, landscape setbacks, and rooftop screening (by parapet). Furthermore, the existing utility easements, though restricted in plantings, create additional buffering to the first parking spaces. QCIC will feature a second 300' transitional zone where the height is only increased by 17' while still screening rooftop equipment with the parapet. This approach places any height increases at a minimum of 300' setback and stair stepping the increases back and away from the public right of way. The third tier permits an additional 25' in height to accommodate users that incorporate higher (taller) operational activities and elements such as Automatic Retrieval Systems (ARS) and/or silos and outdoor large mechanical/cooling equipment related to manufacturing or climate controlled/advance technology storage operations. This increase to 90' is at a 600' setback from the public right of way. The highest zone also incorporates an allowance of 120' in height for any user proposing to exceed the typical parapet screening with the aforementioned accessory structures/elements. This should help Queen Creek solicit desired users with the flexibility to address their operational needs while creating buffers to the public right of way through the use of creative site planning and integrated design concepts.

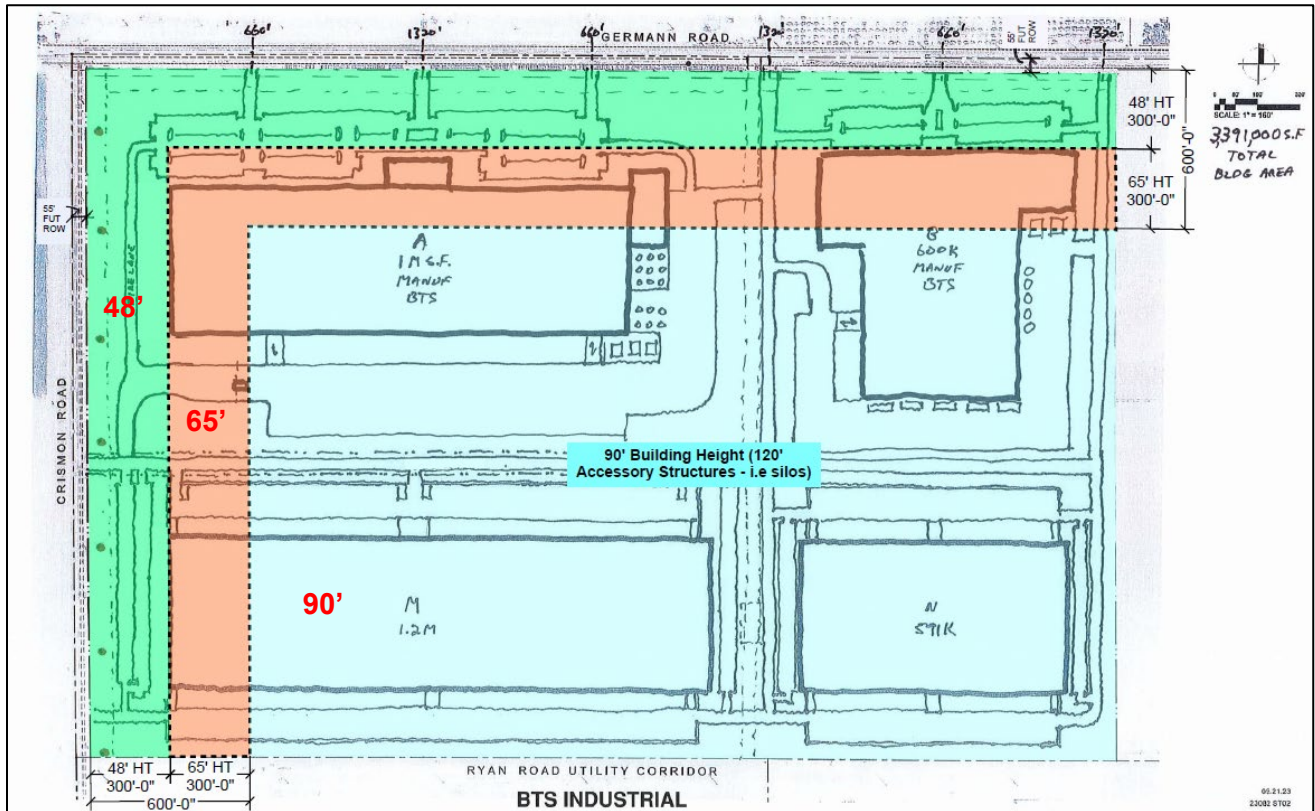
This tiered height approach will allow for an appropriate and compatible scale at the street level. It is also consistent with recent entitlements and permitted building heights (up to 148' for occupied structures, 185' for unoccupied) for portions of the ASLD land in North Queen Creek, which ultimately attracted Queen Creek's largest employer, LG Energy Solutions.



**iv. Performance Standard**

If enhanced building heights as described above are utilized within QCIC, a 150' landscape buffer shall be provided along the full length of the Crismon Road frontage to provide an appropriate relationship to the single-family residential district on the west of Crismon Road and to improve the visual massing perspective. See Site Section, **Tab 6**. Additional planting density with staggered trees spaced 30' on center shall be provided within the landscape buffer in the areas outside the 8' public utility easement (PUE) and 80' SRP powerline easement along Crismon Road.

**Building Height Map**



**Water Supply**

The applicant has planned the water resources that will likely be used to support future uses within the QCIC property. This information is included herein as guidance for the benefit of QCIC users and the Town as project plans develop.

Pursuant to the NSAP and the subsequent “Letter of Record regarding Vlachos Properties,” the Town of Queen Creek has authorized industrial properties located within the NSAP to retain any existing water rights appurtenant to the Property in conjunction with being served domestic water by the Town. QCIC will retain and use its landowner water rights appurtenant to the Property in conjunction with Town domestic potable water service. Per Ordinance No. 809-23, each lot within the QCIC is eligible for a Tier I Water Use Allocation from the Town.

Due to the industrial nature of the QCIC uses and the advantages to both QCIC user and the Town, the Town will not require the extinguishment or abandonment of landowner water rights in order to provide domestic water or other services to QCIC.

## Access and Circulation

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### i. Public Access & Internal Circulation

Germann Road access points to the property is expected to occur with full movements every 1,320' and right-in/right-out movements every 660'. Crimson Road access points will generally follow the same spacing pattern, except as may be modified by the placement of the SRP pole locations. See access drive exhibit at **Tab 7**. Other roadway alignments (218<sup>th</sup> Ave, 220<sup>th</sup> Ave, and 222<sup>nd</sup> Ave) will be private internal streets expected to serve only this project.

### ii. Road Improvements

The south half of Germann Road and the east half of Crismon Road will be dedicated with 55' right of way and constructed along the QCIC frontage as a major arterial road per Town of Queen Creek Standard Detail R-102. Together with the existing improvements, these roadways will provide multiple points of ingress and egress. It is anticipated that the existing arterial roadways along with proposed arterial roadway improvements will be adequate to provide connectivity and access to QCIC.

### iii. Road Alignments

QCIC is the industrial centerpiece of the NSAP, the goal for which has always been a cohesive employment campus. In support of that vision, the Transportation element of the NSAP includes the following goals:

Goal 2: Emphasize the Ryan Road alignment as a utility corridor.

Goal 4: Facilitate the use of Ryan Road as a utility corridor and plan infrastructure accordingly.

Goal 5: Plan road systems that reduce congestion and provide appropriate access to industrial sites. Advance road systems to support a large, contiguous, dedicated commercial/industrial center that can support large users or multiple users.

Goal 6: Whenever possible, plan to direct industrial traffic to arterial roadways, and separate industrial traffic from residential traffic. Avoid directing industrial traffic to collector roadways.

To create certainty regarding the ultimate condition of the roadways impacting QCIC, this PAD overlay confirms the following:

- The Ryan Road alignment between Crismon Road and Signal Butte Road will not require additional dedications or improvements on behalf QCIC, unless a future industrial site plan demonstrates connected access to Ryan Road.

- The 218<sup>th</sup>, 220<sup>th</sup> (Merrill Road), and 222<sup>nd</sup> Street alignments (between Germann Rd and the Ryan Road) are planned to be private roads and will not require additional dedications or improvements and will not be required to connect to the Ryan Road alignment, unless a future industrial site plan shows connected access to Ryan Road.

## Infrastructure

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### i. Infrastructure

**Wastewater:** There is an existing 24-inch sewer line within the Ryan Road alignment along the entire frontage of QCIC, which QCIC plans to connect to with the existing 8" sewer lines stubbed to the Property or via new 12" sewer lines. This sewer 24' sewer line outfalls to the Greenfield Water Reclamation Plant. This plant is currently receiving a peak flow of 1.96 MGD and allows for a treatment capacity of 8 MGD, per the current Queen Creek Sewer Master Plan, and has additional capacity of 6.1 MGD of current capacity not being used.

**Water:** There is an existing 18-inch water line in the Ryan Road alignment along the entire QCIC frontage with stubs at Crismon Road (16-inch) and 220<sup>th</sup> Street (12-inch). It is anticipated QCIC will require installation of 12-inch waterlines in Crismon Road and Germann Road. The 12-inch waterline in Germann Road will connect to an existing 18-inch waterline in Germann Road at Signal Butte east of QCIC and an existing 12-in waterline in Germann Road at the Gateway Quarter development west of QCIC.

### ii. Drainage and Retention

**Drainage and Retention:** The Project will retain the 100-year, 6-hour storm event per Town of Queen Creek requirements and as amended by the East Mesa ADMP. All retention basins will be designed with a maximum of 6:1 side slopes and ponding depths not to exceed 3 feet. The roads within the Project will be designed to accommodate the 10-year storm event within the roadway and the 100-year event within the right of way. Building finished floors will be designed to be a minimum of 18-inches above the sub-basin and ultimate outfalls, as well as 12-inches above the low outfall of each of the lots. Town of Queen Creek standards require all retention basins to drain their volume from the 100-year, 2-hour storm event within a 36-hour period. With the amendment by the East Mesa ADMP, the 100-year, 6-hour storm event retention volumes will be drained with a 36-hour period. The QCIC will provide onsite retention for the half-street Crismon Road and Germann Road right of way.

Dry wells will be used to facilitate percolation of the runoff for any basins deeper than 1 foot in ponding depth. Drywells will be installed according to Arizona Department of Environmental Quality (ADEQ) guidelines of installation and will be designed and maintained in accordance with the Town of Queen Creek's Drywell Policy.

## General Plan

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The underlying General Plan land use category is Industrial, which is reserved for employment focused development not appropriate in other categories, including warehouses, manufacturing facilities, and office buildings. The Property's underlying zoning of EMP B, which will remain unchanged with this application, and the proposed PAD overlay are appropriate zoning districts in this land use category.

Though no site plan is proposed at this time, the proposed PAD overlay provides a tiered approach to allowed building heights, which ensures proper transitions and buffering between differing land use categories or uses. Additionally, there are many goals, policies, and objectives of the General Plan that support the proposed PAD.

**Economic Development Element:**

**Goal 1: Attract private investment and foster job creation in Queen Creek.**

The proposed PAD overlay, in furtherance of the General Plan goals and the NSAP, will create a differentiated advantage for QCIC to attract significant employment opportunities. The allowed building heights are designed to meet the needs of the modern industrial and manufacturing user.

**Land Use Element:**

**Goal 3: Ensure long-term employment diversity and economic stability.**

The General Plan recommends reserving the area within the 60 to 65 DNL noise contour of the Phoenix-Mesa Gateway Airport for future employment that is compatible with the lower altitude overflight activity. All QCIC building heights and accessory structures/elements will comply with all FAA rules and restrictions. The additional height will help QCIC attract marquee employment opportunities to the Town.

**Growth Areas Element:**

**Goal 1: Implement the North Specific Area Plan and South Specific Area Plan for each respective Growth Area.**

The QCIC property was a key element of the North Specific Area Plan and has long been planned for employment use. This PAD overlay will assist with successful implementation of the NSAP and allow Queen Creek to capitalize on the significant employer interest in the southeast Valley.

## **PAD Criteria**

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- a. The project is consistent with and implements the Town of Queen Creek General Plan and the provisions of this Ordinance;

Response: See General Plan section above.

- b. The arrangement of all uses and improvements reflects the natural capabilities and limitations of the site as well as the characteristics and limitations of the adjacent property;

Response: The intended industrial use has long been envisioned on this Property as a strategic employment site for the Town of Queen Creek.

- c. Development is compatible with the immediate environment of the site and neighborhood relative to architectural design, scale, bulk and building height; historical character and disposition and orientation of buildings on the lot;

Response: The proposed development is consistent with the industrial nature of the surrounding area.

The tiered heights create opportunities with expansive setback buffers to any nearby single family residential.

- d. Buildings, transportation improvements and open space areas are: Arranged on the site so that activities are compatible with the neighborhood and consistent with adopted ordinances and generally accepted planning principles; Designed and arranged to produce an efficient, functionally organized, and cohesive development; In favorable relationship to the existing natural topography, natural water bodies, and water courses, exposure to sunlight and wind and long views. Planned building sites are located and designed to minimize their impact on long views; and, Designed and arranged to maximize quality of life of the project and surrounding areas.

Response: A site plan is not available at this time, however, the building concept plans and expected access drive exhibits illustrate how the buildings, transportation improvements and open space areas are arranged on the site so that activities are compatible with the neighborhood and consistent with adopted ordinances.

- e. Adequate facilities shall include water, sewer, storm water, and streets, all of which shall be constructed to the levels of service established in these regulations, the Town of Queen Creek General Plan or other Town ordinance and planning policy documents.

Response: Adequate public facilities exist to serve this development, as intended by the underlying General Plan designation and current industrial zoning.

- f. That the requested modifications to the requirements of the Zoning Ordinance and the underlying zoning districts are in the best interests of the Town and are beneficial to the Town in that a higher quality or more appropriate design, or economic benefits (such as employment) can be achieved by not requiring strict adherence to the terms and regulations of the Zoning Ordinance;

Response: The proposed building heights are necessary to attract strategic employers and industries such as national advanced manufacturers, high tech industries, and national distributors. While the EMP B District allows those types of potential users, strategic building height will aid this location in attracting top site selectors the same way LG chose the North Queen Creek site based on its land area and extra height allowance.

This tiered height approach will allow for an appropriate and compatible scale at the street level while providing the necessary flexibility in building and site design for distribution and manufacturing operations. It is also consistent with recent entitlements and permitted building heights (up to 148' for occupied structures, 185' for unoccupied) for portions of the ASLD land in North Queen Creek, which ultimately attracted Queen Creek's largest employer, LG Energy Solutions.

- g. That strict adherence to the requirements of the Zoning Ordinance is not required in order to ensure the health, safety and welfare of the future occupants of the proposed development.

Response: The health, safety, and welfare of the future occupants of the proposed development are enhanced by this development. Residents will benefit from the opportunity to work in the same town where they reside.

- h. That strict adherence to the requirements of the Zoning Ordinance is not required in order to ensure that property values of adjacent properties will not be reduced; and,

Response: There is only one deviation required for this development, and expansive buffers have been instituted to ensure optimal compatibility with adjacent properties.

- i. That the proposed development is consistent with the goals, objectives, and policies of the General Plan.

Response: See General Plan section above.

## Conclusion

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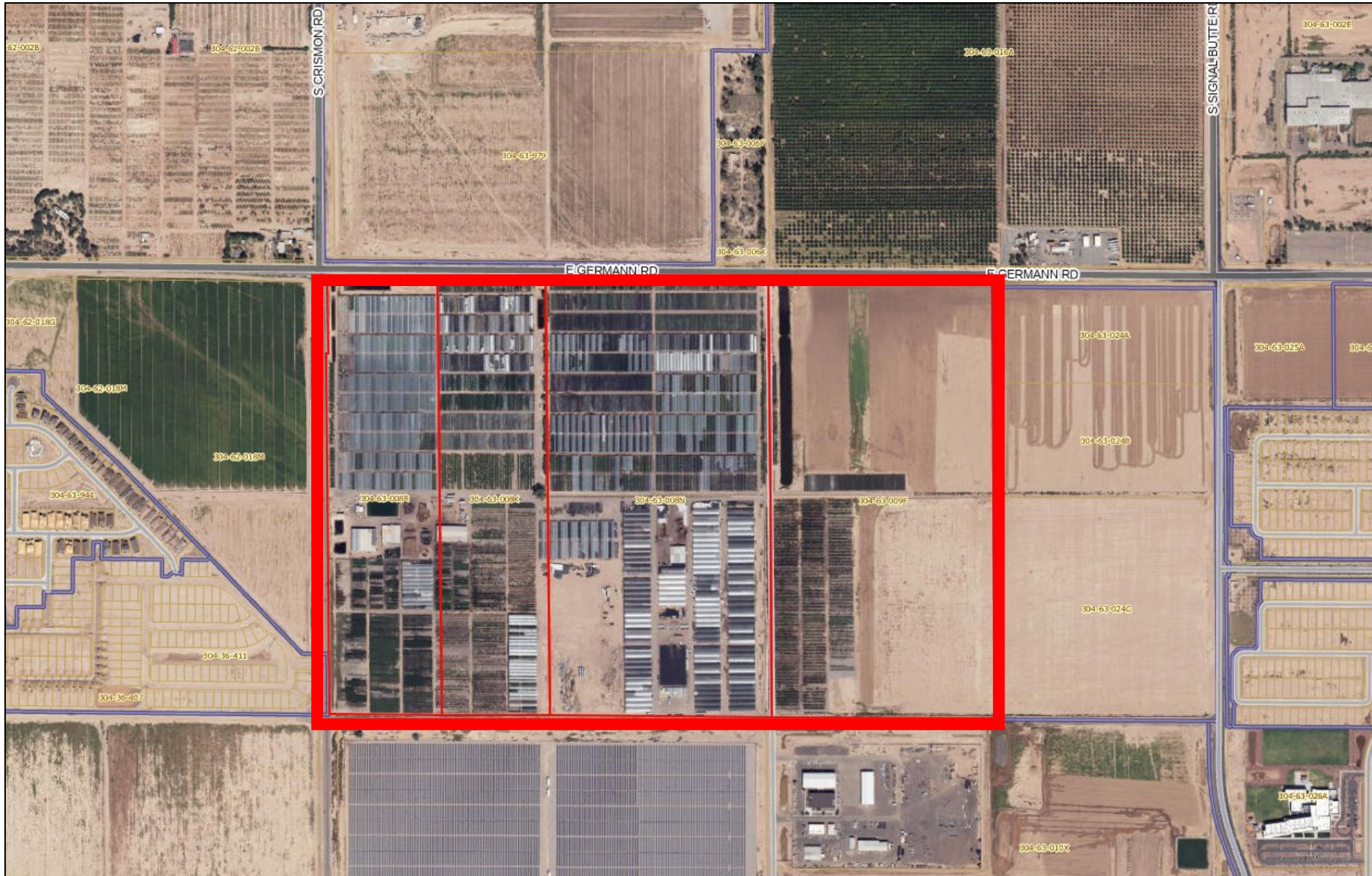
Understanding the Town’s desire to capture significant employer growth, and to compete with the industrial demand occurring immediately next door in Mesa, it’s imperative to have a property that differentiates from the others and pushes Queen Creek to the top.

Modeled after the goals and policies of the NSAP, the QCIC will surely create a “differentiated competitive advantage” for industrial property in the Town of Queen Creek and attract the type of industry long desired by the Town.

By establishing minimum expectations to differentiate the site, we can be better responsive to market inquiries and attract the type of modern industrial uses the Town desires.

# TAB 1

# Aerial Map



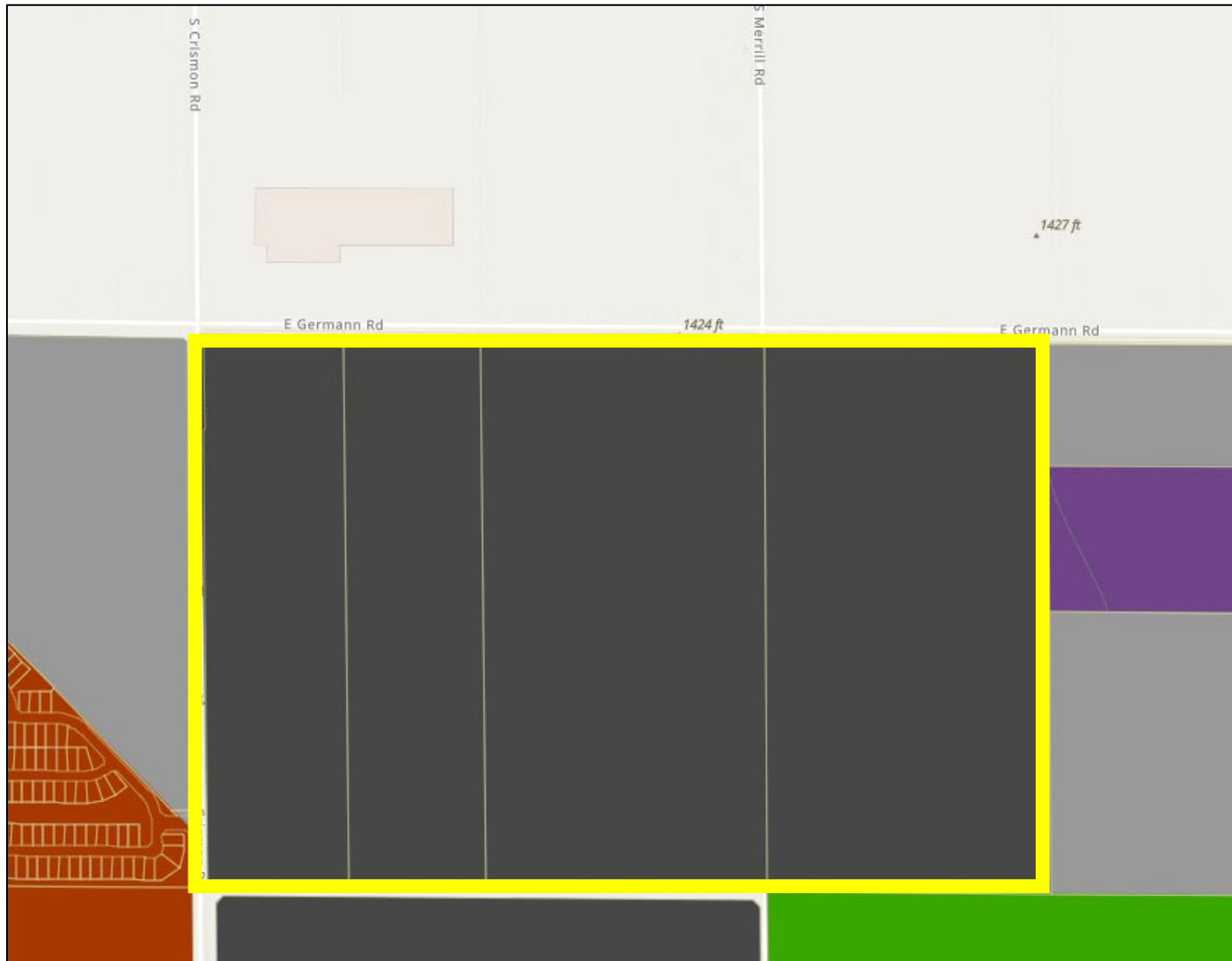
SEC Crismon Rd and Germann Rd, Queen Creek





# TAB 2

# Zoning Map



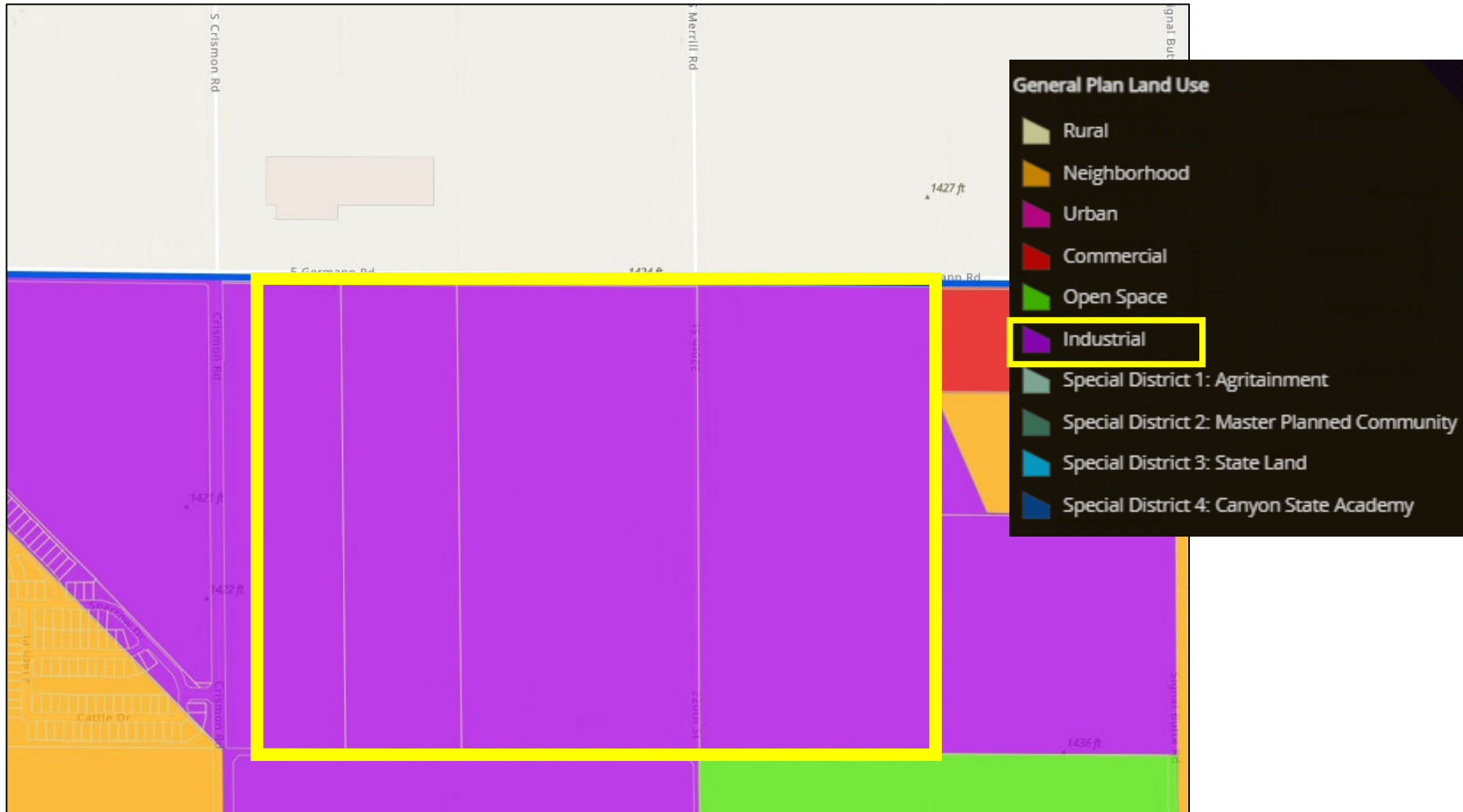
- Residential Zoning Districts**
- High Density Residential
  - Medium Density Residential
  - R1-4 Urban Development
  - R1-5 Urban Development
  - R1-6 Urban Development Type A
  - R1-7 Urban Development Type A
  - R1-8 Urban Development Type A
  - R1-9 Urban Development Type A
  - R1-12 Suburban Development Type B
  - R1-15 Suburban Development Type B
  - R1-18 Suburban Development Type B
  - R1-35 Suburban Residential Type A
  - R1-43 Rural Estate
  - R1-54 General Rural Development
  - R1-190 Rural Development
- Non-Residential Zoning Districts**
- C-1 Light Commercial
  - C-2 General Commercial
  - C-3 Regional Commercial Center
  - EMP A Office/Industrial Park
  - EMP B General Industrial
  - PRC Parks, Recreation and Conservation Zone
  - DC Downtown Core
  - RC Residential Commercial
  - SP Specific Plan
  - AT Agritainment
  - PQP Public/Quasi Public
  - MU Mixed Use
  - Planned Community

SEC Crismon Rd and Germann Rd, Queen Creek



# TAB 3

# General Plan Map



SEC Crismon Rd and Germann Rd, Queen Creek



# TAB 4

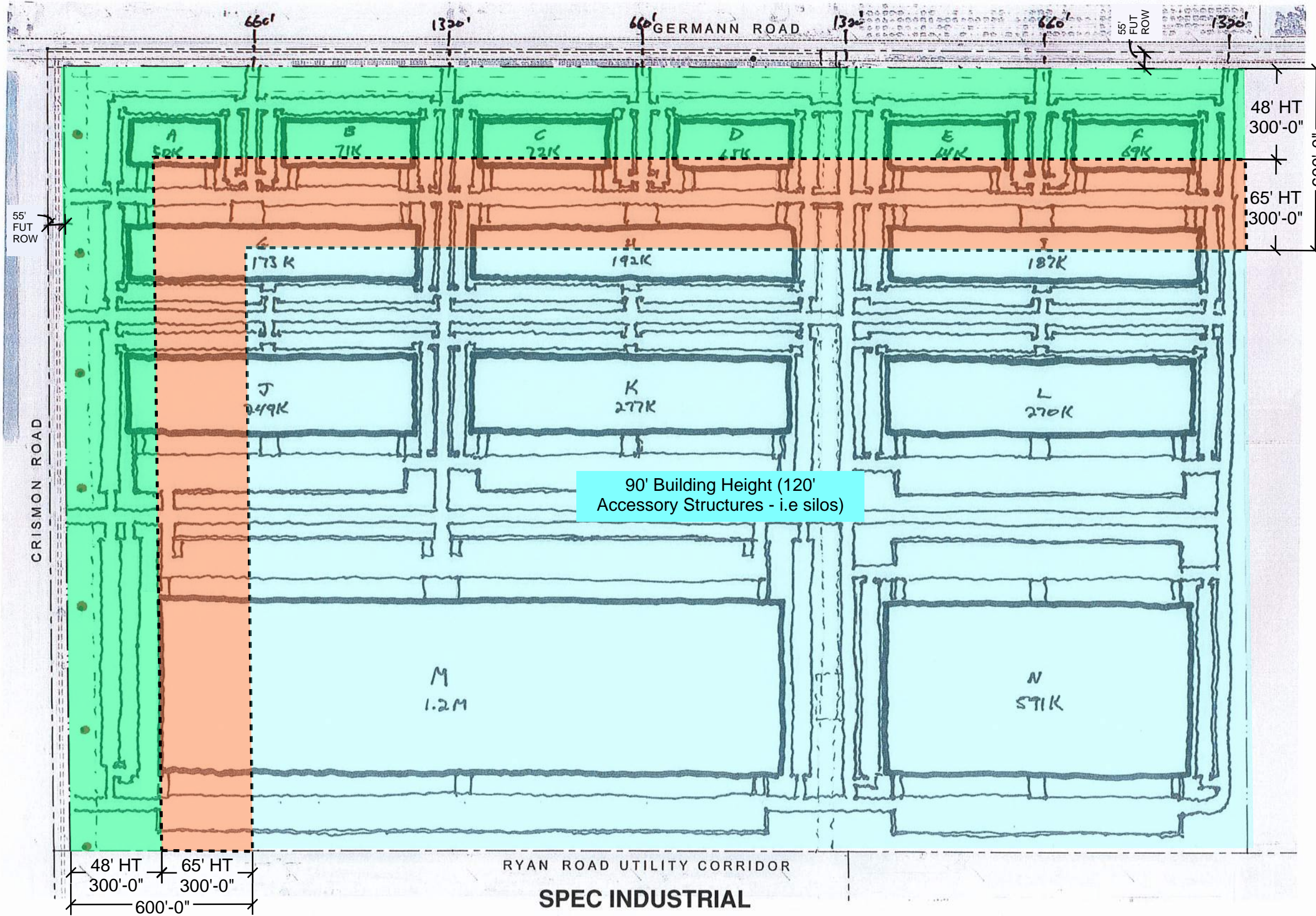
# PROPOSED LAND USE MAP FOR NORTH SPECIFIC AREA PLAN:



SEC Crismon Rd and Germann Rd, Queen Creek



# TAB 5



SCALE: 1" = 160'
   
**3,562,900 S.F.**
  
**TOTAL**
  
**BLDG AREA**

90' Building Height (120' Accessory Structures - i.e silos)

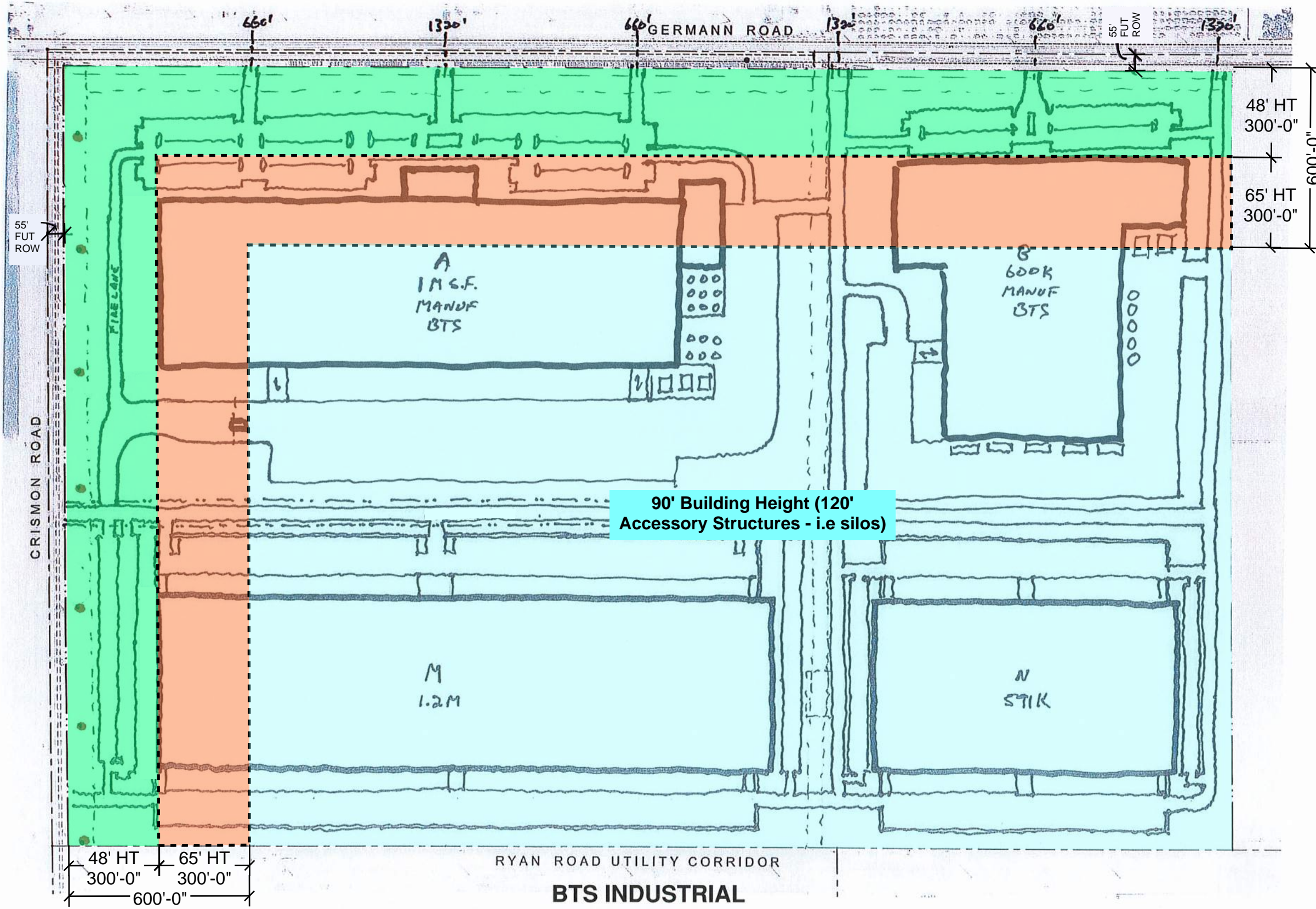
RYAN ROAD UTILITY CORRIDOR  
**SPEC INDUSTRIAL**

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 Accessory Structures - i.e silos)

55' FUT ROW

CRISMON ROAD

GERMANN ROAD

RYAN ROAD UTILITY CORRIDOR

**BTS INDUSTRIAL**

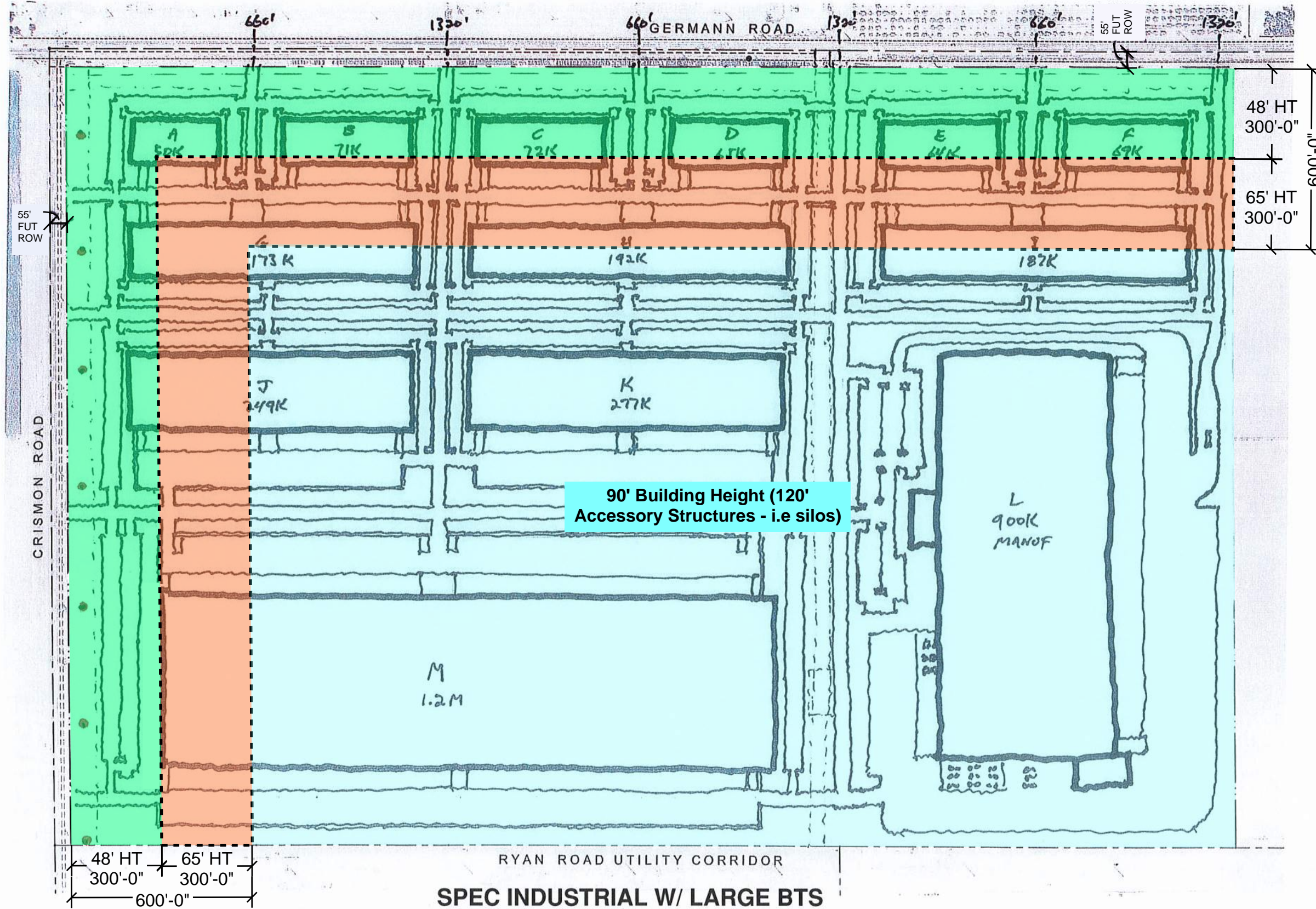
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Butler Design Group, Inc  
architects & planners

09.21.23  
23082 ST02



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90' Building Height (120' Accessory Structures - i.e silos)

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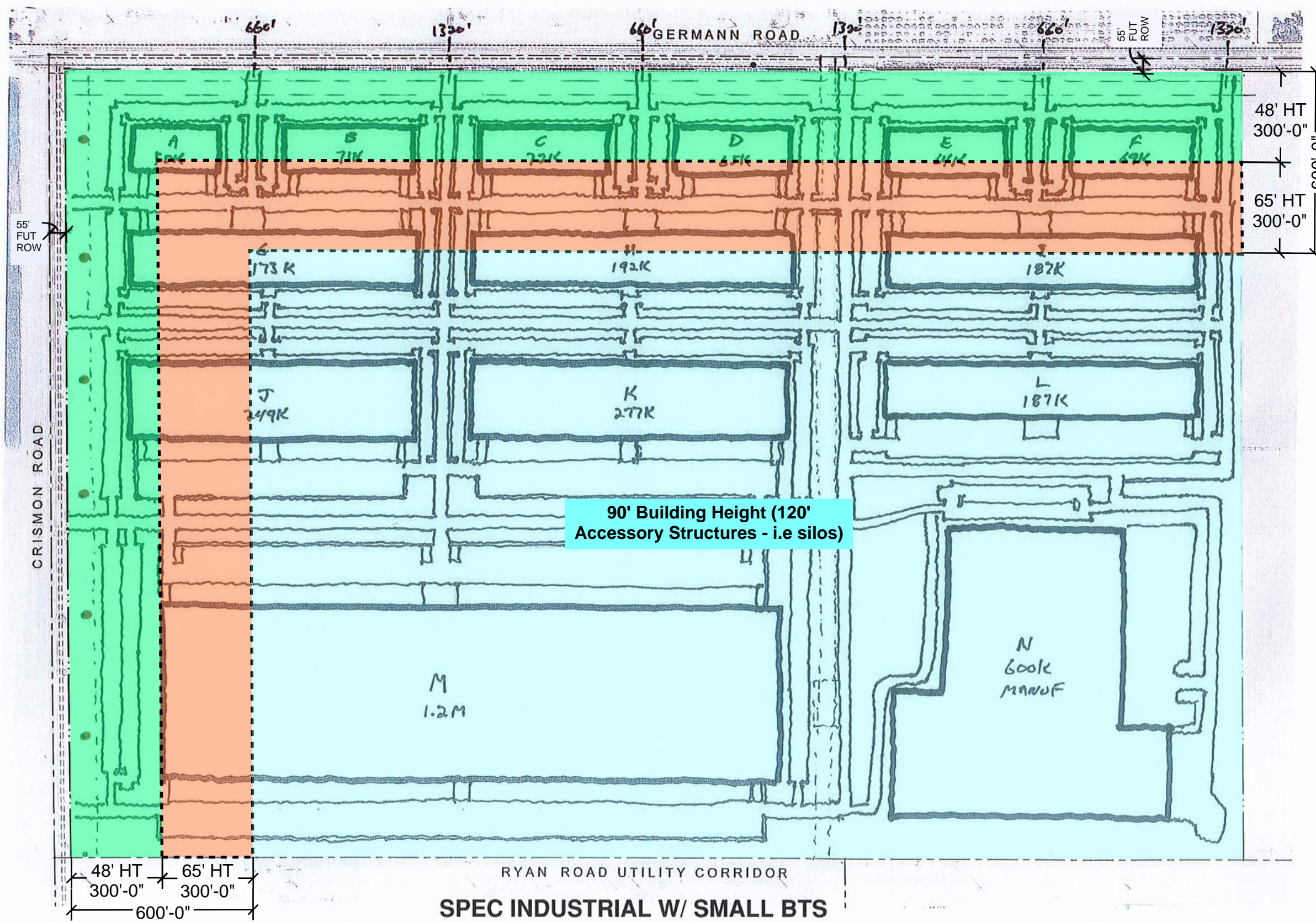
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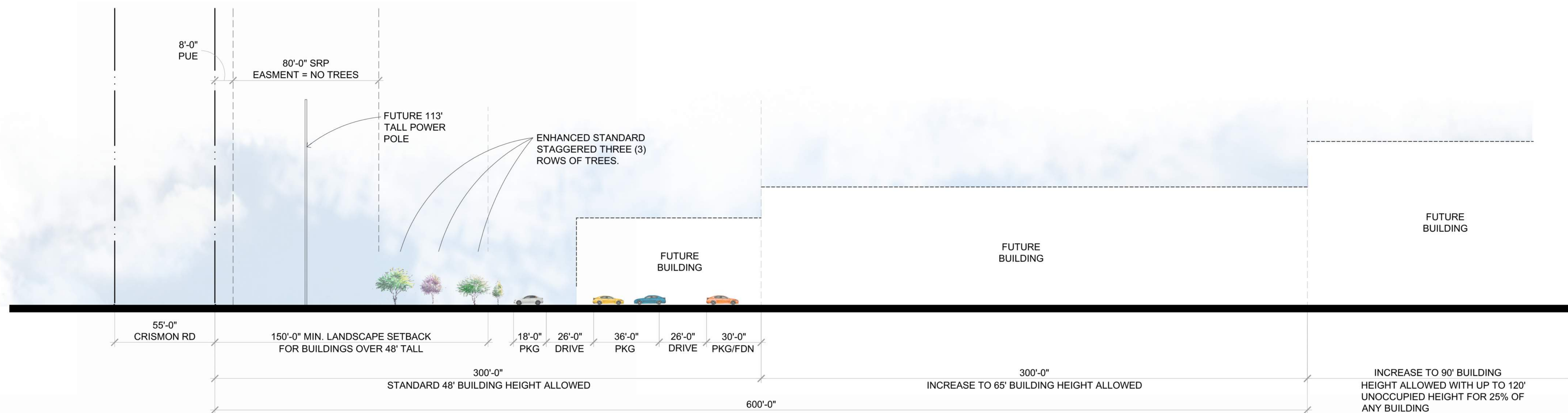
RYAN ROAD UTILITY CORRIDOR
   
 SPEC INDUSTRIAL W/ SMALL BTS

# QUEEN CREEK Industrial Campus

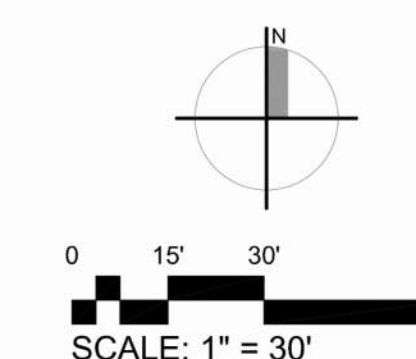
SEC Germann Road & Crimson Road
   
 Queen Creek, Arizona



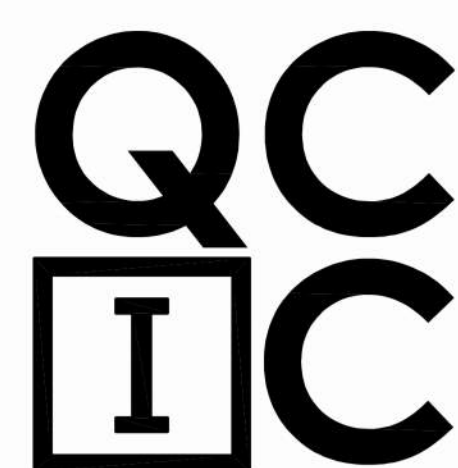
# TAB 6



SITE SECTION



02.21.24  
23082

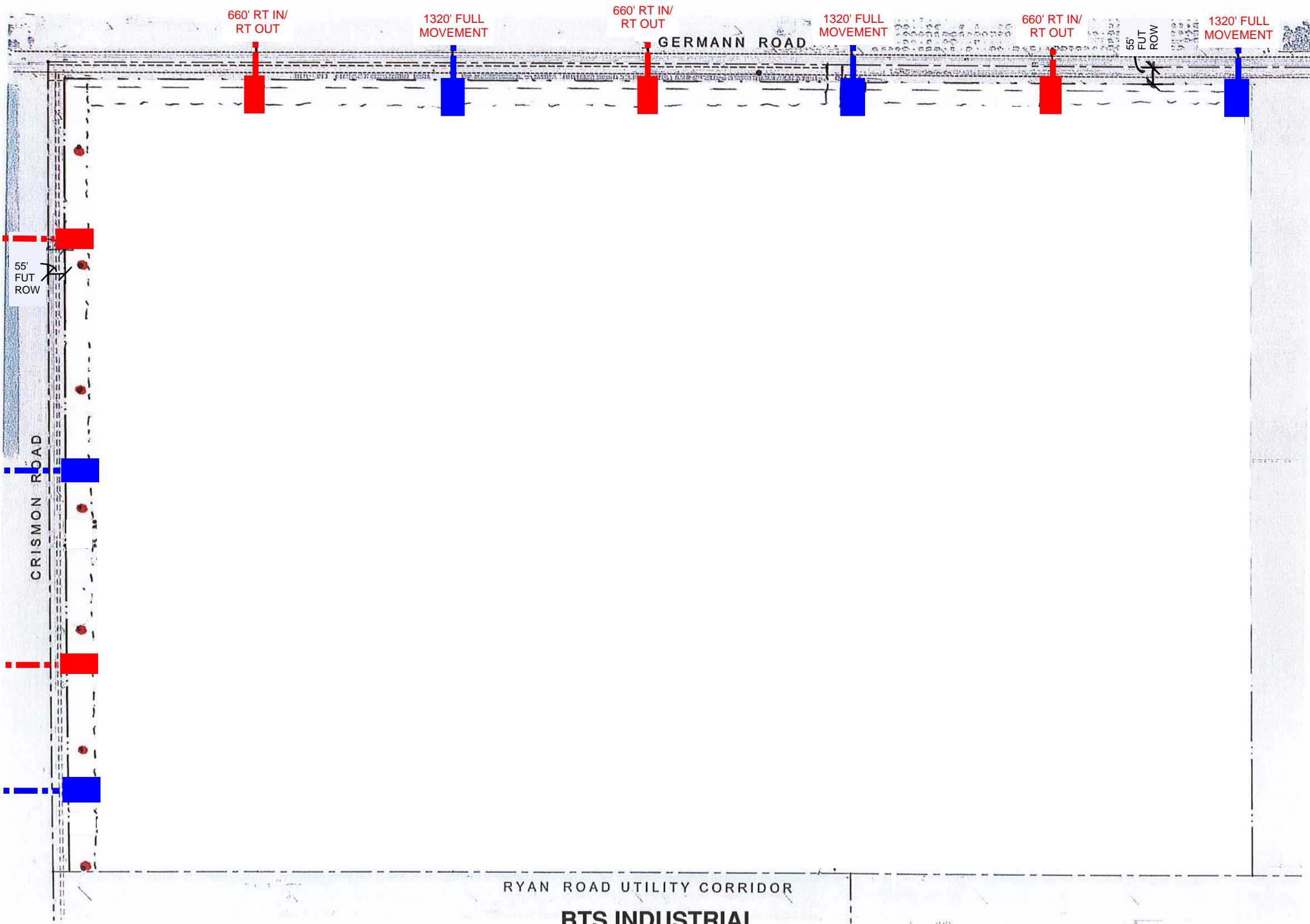


# QUEEN CREEK Industrial Campus

Crimson Road ENHANCED STANDARD (If buildings are to be taller than 48')  
Queen Creek, Arizona



# TAB 7



577.5' RT IN/ RT OUT - SHIFED 82.5' NORTH DUE TO POWER POLE

1335.5' FULL MOVEMENT - SHIFED SOUTH 15.5' TO AVOID SRP WIRE SET UP AREA

640.5' RT IN/ RT OUT - SHIFED 19.5' NORTH TO AVOID SRP WIRE SET UP AREA

ALIGN FULL MOVEMENT WITH JORDE FARMS PHAST 2 ACCESS POINT

RYAN ROAD UTILITY CORRIDOR  
BTS INDUSTRIAL

**QUEEN CREEK Industrial Campus**  
SEC Germann Road & Crimson Road  
Queen Creek, Arizona



**ORDINANCE NO. 834-24**

**AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENTS TITLED “QUEEN CREEK INDUSTRIAL CAMPUS”, IN ADDITION TO THE DOCUMENT TITLED “LEGAL DESCRIPTION” AND ATTACHED HERETO AS EXHIBIT A, AND ADOPTING EXHIBIT A, IN ADDITION TO THE DOCUMENT TITLED “CONDITIONS OF APPROVAL” AND ATTACHED HERETO AS EXHIBIT B, AND ADOPTING EXHIBIT B, THEREBY AMENDING THE OFFICIAL ZONING DISTRICT MAP FOR THE TOWN OF QUEEN CREEK, ARIZONA, PURSUANT TO ARTICLE 3, SECTION 3.4 OF THE ZONING ORDINANCE FOR THE TOWN OF QUEEN CREEK BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM EMP-B TO EMP-B/PAD ON APPROXIMATELY 240 ACRES. THIS PROPERTY IS LOCATED AT THE SOUTHEAST CORNER OF CRISMON AND GERMANN ROADS. THE ASSOCIATED ZONING CASE FOR THE PROPERTY IS P23-0185.**

**WHEREAS**, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and

**WHEREAS**, Article 3, ZONING PROCEDURES, Section 3.4 AMENDMENT AND REZONING, establishes the authority and procedures for amending the Zoning Ordinance; and

**WHEREAS**, Article 4, ZONING, Section 4.2 ESTABLISHMENT OF ZONING DISTRICTS, establishes the Zoning District Maps and states that the Zoning District Maps, along with all the notations, references, and other information shown thereon, are a part of this Ordinance and have the same force and effect as if said maps and all the notations, references, and other information shown thereon were all fully set forth or described in the Zoning Ordinance text; and

**WHEREAS**, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on April 10, 2024; and

**WHEREAS**, the Planning and Zoning Commission voted 7-0 in favor of this zone change for the real property described in Exhibit A (the “Property”); and

**WHEREAS**, a Public Hearing on this ordinance was heard before the Town of Queen Creek Town Council on May 15, 2024.

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



**Section 1:** The documents attached hereto as Exhibit A, titled “Legal Description”, and Exhibit B, titled “Conditions of Approval” are hereby declared to be public records.

**Section 2:** Exhibits A and B attached hereto are adopted as amending the Official Zoning District Map for the Town of Queen Creek, Arizona, by changing the zoning district classification for the Property from EMP-B to EMP-B/PAD and imposing the Conditions of Approval upon the Property.

**Section 3:** If any section, subsection, clause, phrase or portion of this Ordinance or any part of these amendments to the Queen Creek Zoning Map is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**Section 4:** At least one paper copy and one electronic copy of this Ordinance and Exhibit(s) are to be filed with the Town Clerk.

**PASSED AND ADOPTED** by the Common Council of the Town of Queen Creek, Arizona, this 15th day of May, 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

**EXHIBIT A  
LEGAL DESCRIPTION**

**LEGAL DESCRIPTION  
VLACHOS ENTERPRISES  
QUEEN CREEK, ARIZONA**

November 6, 2023  
Job No. S16018  
Page 1 of 1

THE FOLLOWING DESCRIPTION IS THE COMBINATION OF A PORTION OF THAT DOCUMENT NO. 2006-1408554 M.C.R., EXCEPTING OUT THAT SPECIAL WARRANTY DEED NO. 2018-0215593 M.C.R., TOGETHER WITH THAT SPECIAL WARRANTY DEED NO. 2020-0903262 M.C.R., AND TOGETHER WITH THAT SPECIAL WARRANTY DEED NO. 2020-0903261 M.C.R., ALL WITHIN THE NORTH HALF OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTH QUARTER CORNER OF SAID SECTION 11, FROM WHICH THE NORTHEAST CORNER BEARS SOUTH 89 DEGREES 31 MINUTES 07 SECONDS EAST, A DISTANCE OF 2,649.54 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 07 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1,325.31 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 49 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 1325.14 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2,629.00 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 89 DEGREES 34 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,325.29 FEET TO THE CENTER OF SAID SECTION 11;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, NORTH 89 DEGREES 34 MINUTES 40 SECONDS WEST, A DISTANCE OF 2,631.34 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 15 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2,137.90 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 23 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 462.00 FEET;

THENCE SOUTH 89 DEGREES 31 MINUTES 08 SECONDS EAST, PARALLEL WITH AND 33 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTHWEST QUARTER, A DISTANCE OF 1,301.77 FEET;

THENCE NORTH 00 DEGREES 27 MINUTES 55 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89 DEGREES 31 MINUTES 08 SECONDS EAST, A DISTANCE OF 1,324.79 FEET TO THE **BEGINNING**.

CONTAINS 10,365,882 SQUARE FEET OR 237.968 ACRES, MORE OR LESS.



RICK ENGINEERING COMPANY | 2401 West Peoria Avenue, Suite 120, Phoenix, AZ 85029  
C:\RICK\Projects\P\_SIG\_H\2016-018 - SEC CRISMON AND GERMANN\DOCS\LEGALS\16018\_Legal\_existing.docx

**EXHIBIT B**  
**CONDITIONS OF APPROVAL**

1. This project shall be developed in accordance with the plans attached to this case and all the provisions of the Zoning Ordinance applicable to this case.
2. The Town requires all poles less than 69kV to be relocated underground. SRP may require easements outside of Public Right-of-Way. The applicant shall contact SRP for specific requirements that they may have in addition to the Town requirements.
3. Full ½ street improvements including all related sidewalk, curb and gutter, streetlights, landscaping, applicable water and sewer lines, landscaped medians, drainage facilities, and power pole relocation shall be designed and constructed, as required or needed at the time of development.
4. For offsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), or a bond to cover the costs for construction assurance. The IRLOC and bond are required to be approved by the Town Attorney. The assurance amount shall be determined by an engineer's estimate during the construction document review phase. Construction assurance shall be deposited with the Town prior to any permits being issued.
5. For onsite public improvements the Town requires cash, irrevocable letter of credit (IRLOC), a bond to cover the costs for construction assurance, or signed Certificate of Occupancy Hold Agreement. The IRLOC and bond are required to be approved by the Town Attorney. The assurance amount shall be determined by an engineer's estimate during the construction document review phase. Construction assurance shall be deposited with the Town prior to any permits being issued.
6. The design of all pedestrian and multiuse trail crossings shall be incorporated into the design of the Preliminary and Final Plats to ensure adequate safety.
7. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, shall be screened and painted to match the main color of the building or to blend in with adjacent landscaping.
8. The developer is responsible for installing and maintaining all landscaping within the public right-of-way including all median landscaping within the arterial, collector, and local roads.
9. The developer shall submit an Engineers Cost Estimate for all onsite public improvements and offsite public improvements. All Engineers Cost Estimates are required to be submitted to the Town during the Final Plat review phase of the project.
10. All utility and irrigation conflicts shall be resolved prior to recordation of the Final Plat including any relocations, removals, or easement abandonment.
11. If warranted, the developer will be responsible for their proportional share of traffic signals adjacent to the subject property. Traffic signal warrant shall be determined via a TIA at the time of subsequent Preliminary Plat submittals.
12. The landscaping in all open-spaces and rights-of-way shall be maintained by the adjacent property owner or property owners' association.
13. No building shall exceed 65 feet in height within 80 feet of the east property line.

**ORDINANCE NO. 834-24**

Page 4 of 4

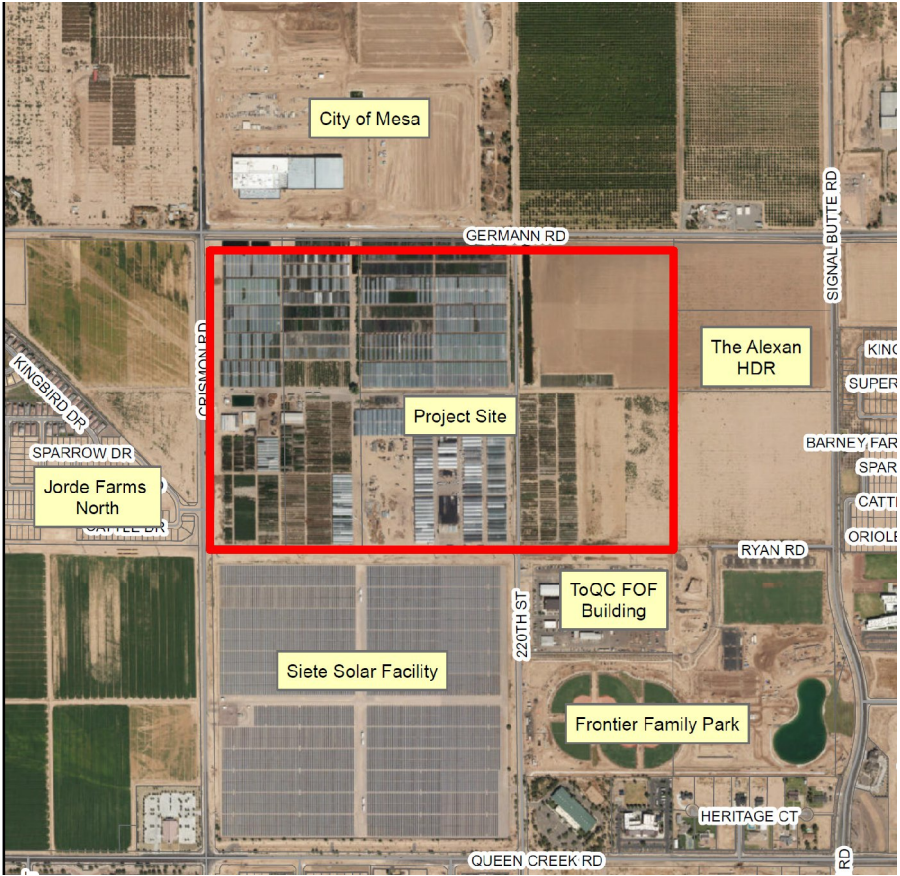


# Queen Creek Industrial Campus (Vlachos) Case P23-0185

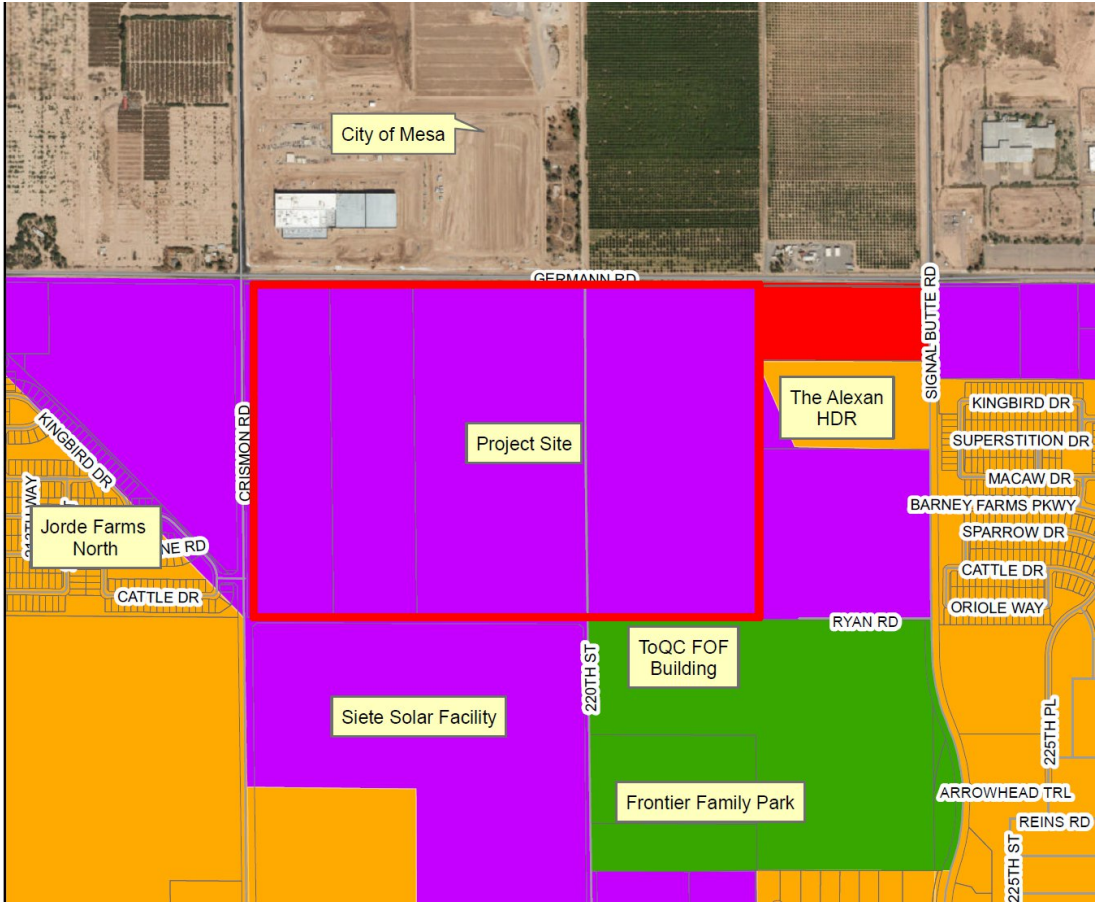
Town Council  
May 15, 2024



# Aerial: 136 acres

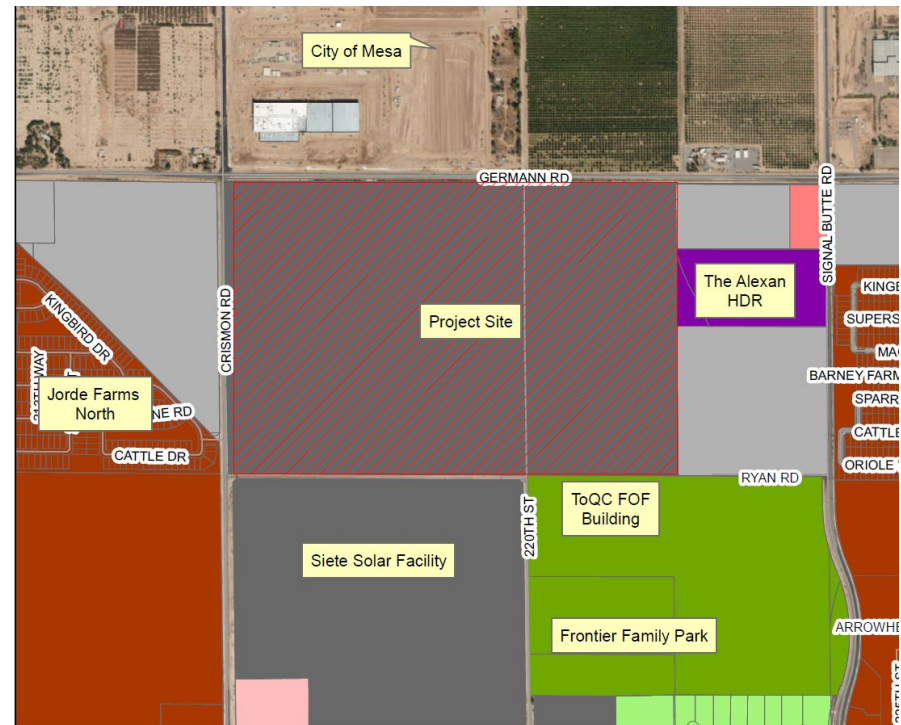
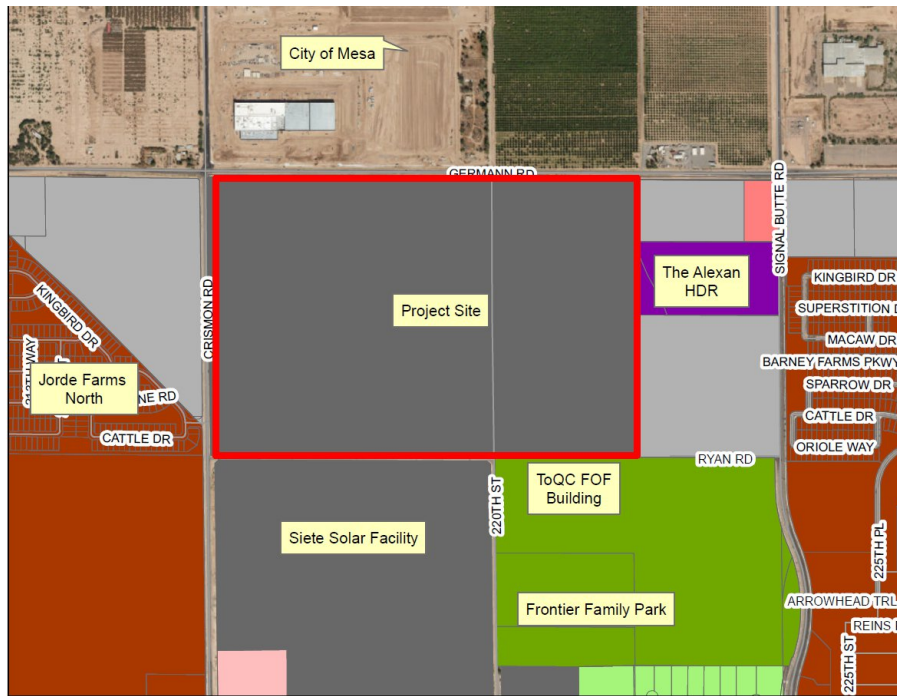


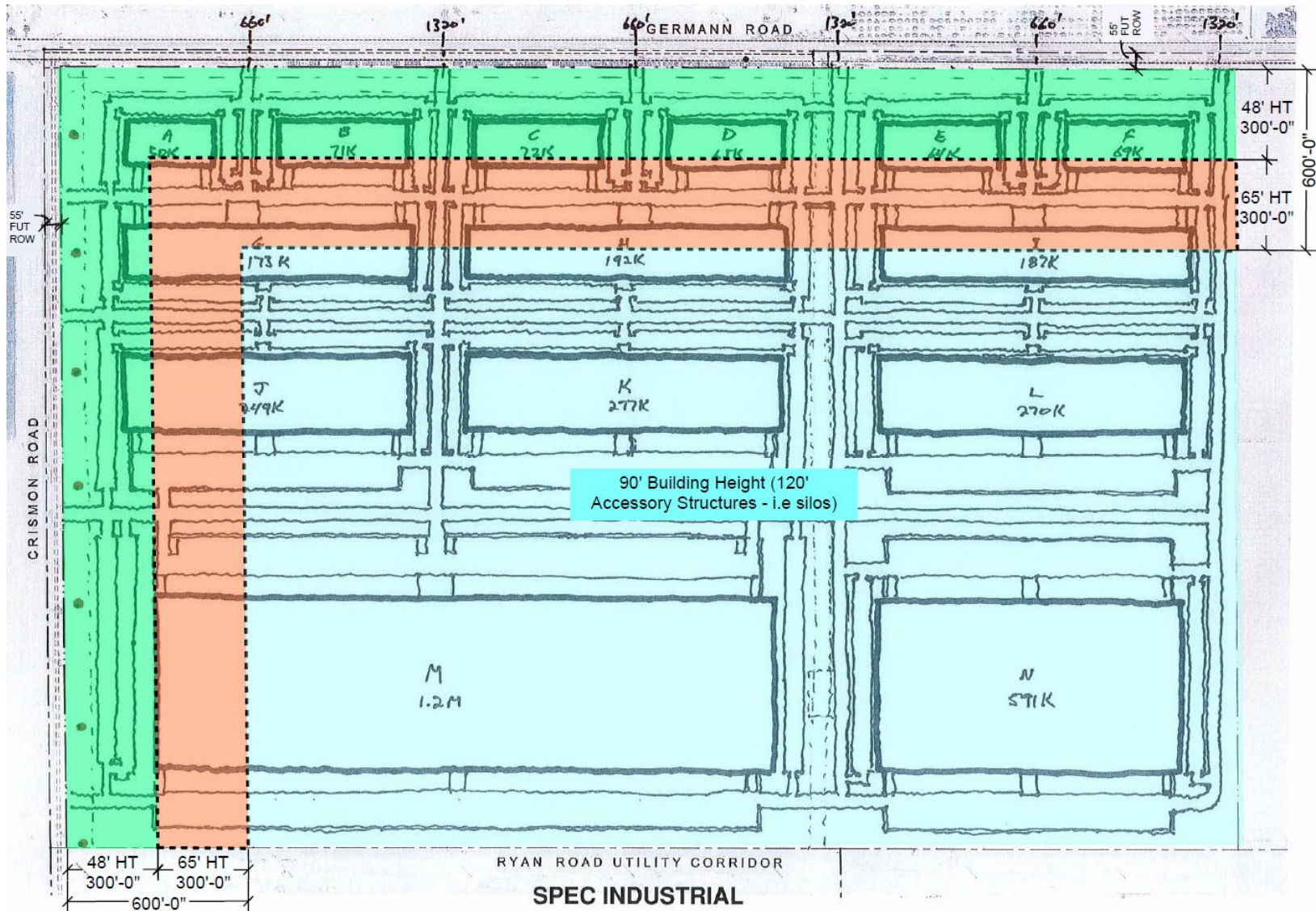
# General Plan: Industrial

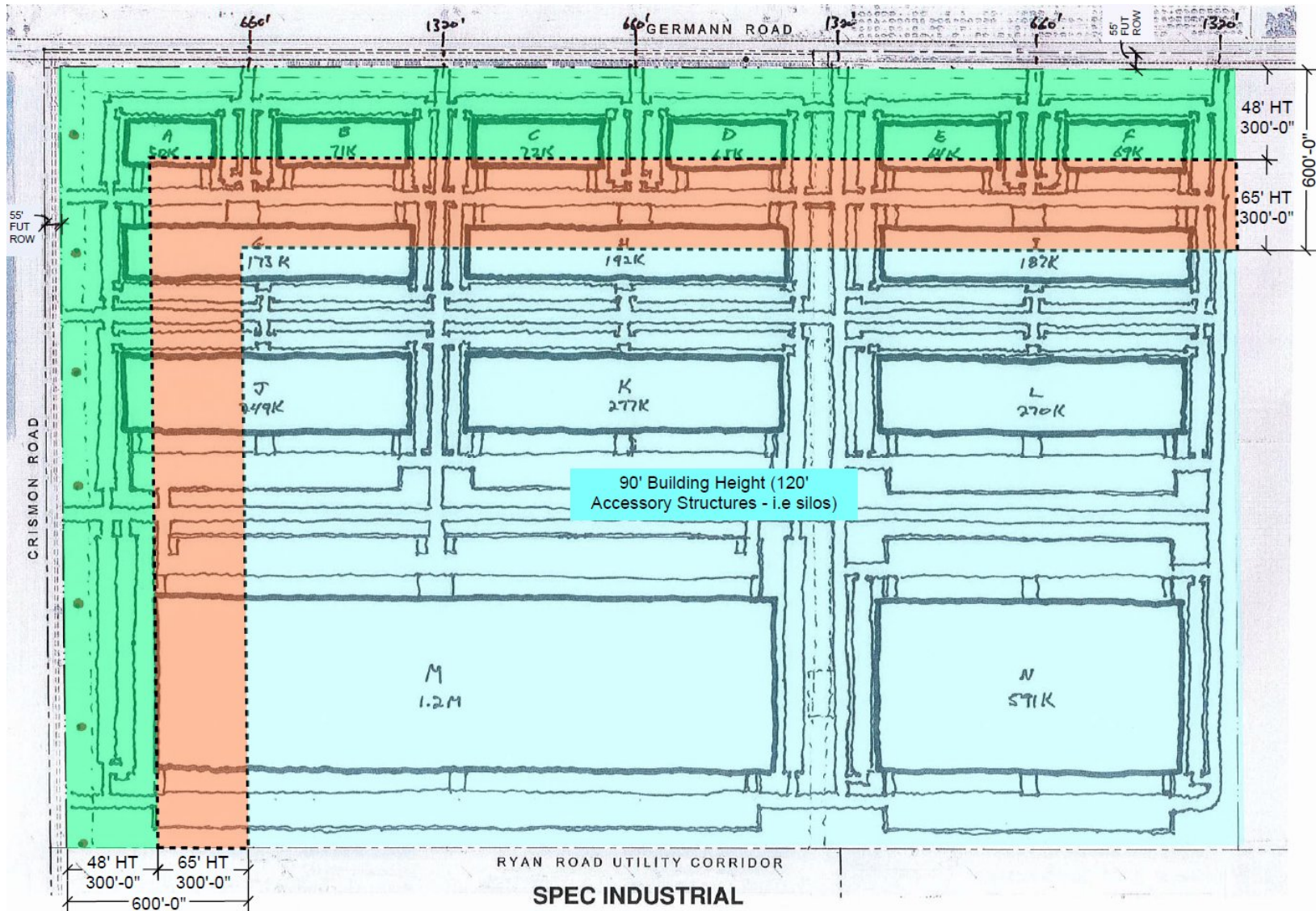


# Existing Zoning: EMP-B

# Proposed Zoning: EMP-B/PAD











## Neighborhood Meeting

December 21, 2023: No neighbors were in attendance.

Prior to the PZ meeting Staff received comments from the adjacent property owner to the east expressing concerns with the buffering. The applicant is proposing condition no. 13, which reads:

“No building shall exceed 65 feet in height within 80 feet of the east property line.”

Following the Planning Commission meeting Staff heard from one resident in the area opposed to industrial development.

## Planning Commission Vote Report:

7-0



Questions?  
Thank you.



TOWN OF  
**QUEEN CREEK**  
ARIZONA

12.D

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**FROM:** BRUCE GARDNER, TOWN MANAGER, SCOTT MCCARTY, FINANCE DIRECTOR  
**RE:** PUBLIC HEARING ON THE TOWN'S FY 2024-25 FINAL BUDGET.  
**DATE:** May 15, 2024

---

**Suggested Action:**

Public Hearing.

**Relevant Council Goal(s):**

- Effective Government
- Safe Community
- Secure Future
- Superior Infrastructure
- Quality Lifestyle

**Discussion:**

On May 1, 2024, the Town Council approved the FY2024-25 Tentative Budget. In doing so, the Council established the maximum budget, or budget ceiling, for FY 2024-25 of \$723.8 million. The process and requirements of adopting the Final Budget are identified in State law, as described below.

First, the Town Council will conduct a public hearing on the FY 2024-25 Final Budget and property tax levy. This public hearing occurs during the regular Town Council session. The public hearing is then closed; no vote is taken at that time.

The Town Council will then adjourn the Regular Meeting to convene a Special Meeting to adopt the FY 2024-25 Final Budget. State statute requires this multi-step process for approving the Final Budget.

**PRIMARY PROPERTY TAXES**

For FY 2024-25, primary property taxes are estimated to be \$13.9 million. The primary property tax is dedicated to fund Public Safety, and funds about 23% of the Public Safety Budget of \$60.2M. The public safety budget includes the Fire/Medical Department and the Police Department.

For a second year, the Budget was developed under the Town Council's adopted policy of "freezing" property taxes for existing property owners. By doing so, the Town is not required to hold a "Truth in Taxation" hearing as we have in prior years. The Town Council is still required to adopt the FY 2024-25 property tax levy by ordinance at a separate meeting from adoption of the Final Budget. The property tax ordinance is currently scheduled for June 5, 2024.

**FINAL BUDGET**

The budget is one of the most significant policy documents considered by the Town Council. The FY 2024-25 Budget is balanced and allocates resources consistent with the needs of a growing community. It was developed in accordance with the Council's strategic priorities identified in the Corporate Strategic Plan.

The Fiscal Year 2024-25 Budget totals \$723.8 million, with nearly 60% of the budget dedicated to building infrastructure. Major cost drivers include building facilities identified in the Master Plans of Police, Fire, and Parks; continued investments in critical transportation and utilities infrastructure; additional staffing resources for the Police Department; and opening the new Recreation & Aquatics Center.

The budget was developed in an environment of moderating inflation rates, tight labor markets, supply-chain issues, and competing economic forecasts about the impacts of federal fiscal policy on the national economy. The Town's financial condition has weathered the uncertainty better than expected, with actual revenues continuing to exceed initial projections and overall development activity remaining strong in spite of higher interest rates that continue to weigh on the housing market.

Queen Creek remains a preferred community in the entire Phoenix region for residential and non-residential investment. The rate of growth in both residential and non-residential investment is directly driving the Town's infrastructure needs to service this growth and position the Town competitively. Since 2010, Queen Creek has tripled in size, making it one of the fastest growing communities in Arizona, with a population now of about 83,000. The Budget reflects our objectives to maintain service levels and the Council's commitment to the community's infrastructure needs. This investment is essential to accommodate the Council's vision for the community and to position Queen Creek as a preferred choice for families and businesses to thrive in the southeast valley. Preserving and advancing the community's quality of life has always been at the forefront of our budget development process.

The FY2024-25 Budget maintains our tradition and organizational culture of spending within our means, where we have developed contingencies to our revenue and expenditure plans and continue to monitor economic conditions regularly. Our budget practices, including Council-adopted financial policies, compel us to design internal controls for evaluating real-time budget-to-actual expenditures, allowing us to adjust very quickly as needed.

Consistent with the needs of our growing community and the Council's priorities, the budget includes funding to continue building the Queen Creek Police Department as well as resources to operate and maintain new parks and recreation facilities that will soon open. The budget also includes \$40 million in funding to acquire water resources to meet our long-term objective of becoming an assured water provider. Finally, the budget includes funding to continue our investments in new streets, water and wastewater infrastructure, and construction of roads and utilities to accommodate future development on the State Lands parcels.

## **GUIDING PRINCIPLES AND KEY ISSUES**

The following guiding principles and key issues shaped the FY 2024-25 Budget:

- Prioritization of Resources. The budget follows the Town's Corporate Strategic Plan to prioritize its allocation of resources. Guidance to the organization is found within our strategic priorities adopted by the Town Council as follows:
  - Effective Government;
  - Safe Community;
  - Secure Future;
  - Superior Infrastructure; and
  - Quality Lifestyle.
- The Economy. The national and state economies are poised to expand, bringing higher consumer confidence and strong demand for goods and services. Growth expectations have

been tempered by persistent inflation pressures, rising unemployment levels, and elevated long-term interest rates. However, economists are optimistic that the U.S. economy will continue to grow and any slowdown in economic activity will be modest and short-lived.

- Population Growth and Commercial Investment. The Town has seen significant residential and commercial growth in the last several years, inclusive of annexations. We expect that growth to continue. Developing plans to deal with an increasing residential population and business investment is critical to ensure both operational and infrastructure needs are met.
- Public Safety and Infrastructure. The budget continues investments in these critical areas to ensure we are providing appropriate levels of service to our current residents as well as those who will live, work, and shop here in the future.
- Maintain a Balanced Five-Year Operating Budget. The five-year financial plan remains balanced, reflecting increased revenues and expenses based on population growth and new commercial development.
- Town Council Fiscal Policies. The Town Council adopted a policy to “freeze” property taxes for existing residents for five years. The FY 2024-25 Budget is the second year to reflect that policy, with the increase in property tax revenue coming solely from new construction.

## BUDGET HIGHLIGHTS

Following are the highlights of the FY 2024-25 Budget:

- Police Services. The budget includes 48 new positions for the Queen Creek Police Department, as well as funding for the necessary software, hardware, vehicles and equipment for these new staff.
- Public Safety Facilities. The budget includes \$54.0 million for critical facilities identified in the recently adopted Police Master Plan, as well as \$15.1 million for the Fire/Medical portion of the soon-to-be renovated Public Safety Complex.
- Parks and Recreation. The budget includes \$73.3 million to complete the Recreation & Aquatic Center and finish Frontier Family Park and Mansel Carter Oasis Park. It also includes \$10.2 million and 12 new positions for operating and maintaining the new parks as well as the Recreation & Aquatics Center that will open at the end of the calendar year.
- Acquisition of Water Rights. Ensuring the Town has adequate water resources is a top priority of the Town Council. The budget includes \$40 million for acquisition of additional water rights.
- Comprehensive Capital Improvement Plan (CIP). As a growing community, the need for new infrastructure for transportation, water, and wastewater remains a priority. The budget includes \$231 million to build such infrastructure as well as continue planning for future infrastructure needs. The Town has been successful in securing commitments from regional partners towards these infrastructure needs to help defray the costs of certain major projects. Pinal County, Maricopa County, and the Flood Control District have committed millions of dollars towards road, drainage, and utility projects. The Town will also pursue funding from the state’s Public Infrastructure Reimbursement program to offset a portion of the costs of infrastructure in the State Lands area. Contingency allocations have been included to ensure we have the authority to meet the dynamic environment’s infrastructure needs. The budget acknowledges the critical nexus infrastructure plays in increasing opportunities for private sector investment within the community, particularly as it relates to the State Route 24 freeway corridor and development of the State Lands parcels.
- Additional Staffing. In addition to the positions mentioned above, the budget includes funding for 24 other new positions:
  - Four Fire Captains and three fire fighters to augment the Fire & Medical Department’s management structure and staffing levels.
  - Five Information Technology staff (three of which are dedicated to the Police Department) to maintain critical technology infrastructure, deploy new hardware and software, and service the day-to-day needs of the Town’s employees.
  - Four new Fleet Services positions to expand the resources available for maintaining the Town’s growing fleet of vehicles, which is especially critical for the Town’s Police Department that operates around the clock.
  - Three Public Works and three Utilities staff to operate, maintain, and service the Town’s

streets, traffic signals, utility systems, and facilities. These positions are critical to protect the Town's multi-million dollar investments in infrastructure and maintain existing service levels to our residents and businesses.

- Four staff among Human Resources and Finance to support other departments' administrative, budget, accounting, and project management activities.
- One CIP Senior Inspector to ensure adequate oversight and review of the construction and installation of the Town's CIP infrastructure projects.
- Employee Compensation. Resources have been allocated to fund a 4.0% market increase tied to indicators identified in the Town Council's adopted compensation policy.
- Healthcare Costs. The Town has a very active wellness program, which is a positive factor that has helped manage healthcare costs for both the Town and our employees. The budget includes a 3.6% increase in medical premiums, which is being absorbed by the Town, and no increase in medical premiums for Town employees.

### **Fiscal Impact:**

The Tentative Budget approved by Town Council on May 1, 2024 established a maximum budget or budget ceiling of \$723.8 million for next fiscal year as required by state law. The Final Budget can go no higher; however, the budget can be reduced or re-allocated prior to adoption of the Final Budget. A Final Budget must be adopted in order to levy property taxes. The Final FY 2024-25 Budget remains unchanged from the approved Tentative FY 2024-25 Budget at \$723.8 million.

The required Resolution and Auditor General Schedules, which provide all the allocations by fund, are included as Attachments 2 and 3 of this staff report.

### **Alternatives:**

The Town Council can direct staff to make changes to the budget prior to adoption of the Final Budget; however, any proposed changes cannot increase expenditures above the \$723.8 million amount that was established when the Town Council approved the Tentative Budget on May 1, 2024.

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

1. [FY 2024-25 Final Budget Presentation](#)
2. [Resolution 1592-24 Final FY 2024-25 Budget Adoption](#)
3. [Required State Budget Forms \(Schedules A-G\)](#)
4. [Schedule of FY 2024-25 Budget by Fund](#)



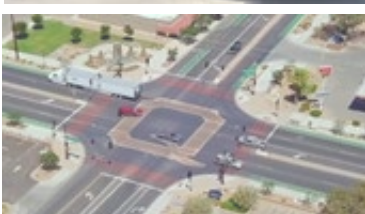
# FY 2024-25 Final Budget Public Hearing and Adoption

Town Council Meeting

May 15, 2024

# Tonight's Actions

1. Conduct Public Hearing on FY 24-25 Final Budget
2. Consider Approval of Resolution #1592-24 Adopting the FY 24-25 Final Budget (Special Meeting Required)





# Budget Calendar

Date	Item
February 7	Economic Overview and FY 24-25 Revenue Projections
February 24-25	Council Strategic Planning Session
March 28	Town Manager Recommended Budget Released
April 1 - 4	Budget Briefings with Town Council
April 8 and 9	Budget Committee Meetings (Full Council)
May 1	Tentative Budget Adoption
May 15	Adoption of Final Budget, Corporate Strategic Plan, and Updated Financial / Procurement Policies
June 5	Property Tax Levy Adoption and Elimination of 0.25% Town Center Sales Tax



# Budget Overview



- **Budget Reduced to \$723.8M** from Prior Year (-\$143M, -17%)
- Reflects **\$13.6M** in Tax and Fee Reductions
  - Water Replenishment Fees: \$9.2M
  - Primary Property Tax Freeze: \$2.7M
  - Elimination of 0.25% Town Center Sales Tax: \$1.5M
  - Elimination of Streetlight Property Taxes: \$0.2M
- **Pays Off \$1.7M of Outstanding Debt** and **Avoids \$309K of Interest Expense** (Town Center Share of Ellsworth Loop Road)

# Budget Overview (continued)

- **Increases Service Levels** in

- Police
- Fire & Medical
- Transportation
- Parks and Recreation
- Water Conservation

- Adds **87** New Positions

- Police and Related: 55
- Fire & Medical: 7
- Public Works: 8
- Parks and Recreation: 7
- All Other Departments: 10



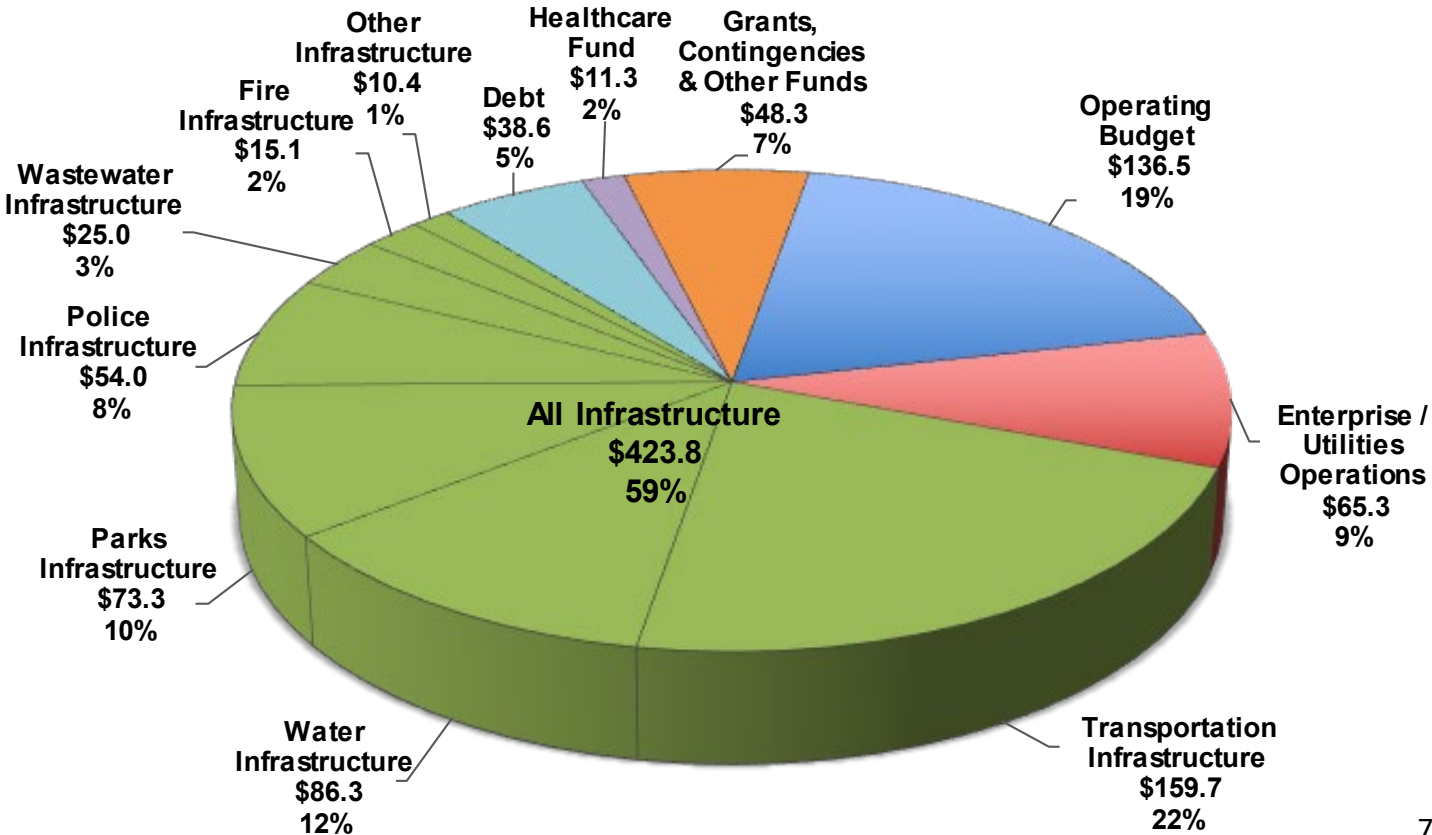
# Budget Overview (concluded)



- Strong Reserves Continue
- Aggressive Infrastructure Construction Continues **(\$424M)**
- Infrastructure Funding Needed
  - \$140M+ Debt Issue Anticipated
  - Pay-As-You-Go Financing Increased, New Reserve Created
  - Ongoing Evaluation of Rates and Fees

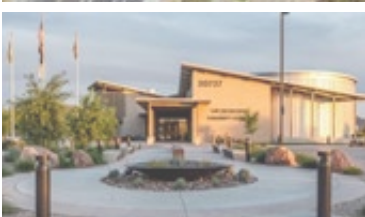
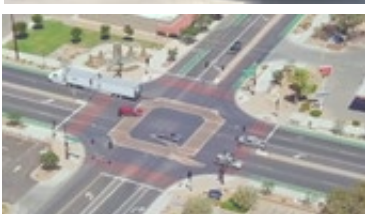
# FY 24-25 FINAL BUDGET

## \$723.8M



# Tonight's Actions

1. Conduct Public Hearing on FY 24-25 Final Budget
2. Adjourn Regular Meeting
3. Convene Special Meeting
4. Consider Approval of Resolution #1592-24 Adopting the FY 24-25 Final Budget



**RESOLUTION 1592-24**

**TOWN OF QUEEN CREEK**

**Resolution for the Adoption of the Budget**

**Fiscal Year 2025**

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Town Council did, on May 1, 2024, in accordance with adopted financial policies, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, and did also make an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Queen Creek, and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Town Council met on May 15, 2024, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on May 15, 2024, at the office of the Town Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A); therefore be it

RESOLVED, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules attached hereto as Attachment 3, as now increased, reduced, or changed, are hereby adopted as the budget of the Town of Queen Creek for the fiscal year 2024-2025.

Passed by the Mayor and Queen Creek Town Council, this 15th day of May 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 Manger

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

**Town of Queen Creek**  
**Summary Schedule of estimated revenues and expenditures/expenses**  
**Fiscal year 2025**

Fiscal year	S c h	Funds								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds	
2024	E	1	53,372,364	93,165,825	23,902,824	361,046,497	0	325,902,270	9,731,219	867,120,999
2024	E	2	53,372,364	93,165,825	23,902,824	228,422,236	0	268,212,488	9,731,219	676,806,956
2025		3	141,566,076	59,550,218	1,569	138,328,842	0	148,449,548	1,457,860	489,354,113
2025	B	4		13,920,642						13,920,642
2025	B	5								0
2025	C	6	115,658,714	67,058,337	1,679,273	15,621,887	0	106,537,861	11,306,137	317,862,209
2025	D	7	0	0	0	140,000,000	0	0	0	140,000,000
2025	D	8	0	0	0	0	0	0	0	0
2025	D	9	0	31,041,178	23,397,502	116,752,055	0	23,744,264	0	194,934,999
2025	D	10	51,404,024	44,911,491	0	74,875,220	0	23,744,264	0	194,934,999
2025										
										0
										0
										0
										0
										0
2025		12	205,820,766	126,658,884	25,078,344	335,827,564	0	254,987,409	12,763,997	961,136,964
2025	E	13	63,484,108	121,298,589	25,076,775	312,536,502	0	190,135,354	11,306,137	723,837,465

Expenditure limitation comparison	2024	2025
1 Budgeted expenditures/expenses	\$ 867,120,999	\$ 723,837,465
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	867,120,999	723,837,465
4 Less: estimated exclusions	510,825,251	522,666,459
5 Amount subject to the expenditure limitation	\$ 356,295,748	\$ 201,171,006
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$ 631,421,266	\$ 704,292,168

  The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes expenditure/expense adjustments approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.



**Town of Queen Creek**  
**Tax levy and tax rate information**  
**Fiscal year 2025**

	2024	2025
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>20,088,147</u>	\$ <u>21,460,346</u>
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>13,285,644</u>	\$ <u>13,920,642</u>
Property tax judgment	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment	_____	_____
C. Total property tax levy amounts	\$ <u>13,285,644</u>	\$ <u>13,920,642</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ <u>13,920,642</u>	
(2) Prior years' levies	<u>10,184</u>	
(3) Total primary property taxes	\$ <u>13,930,826</u>	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ <u>13,930,826</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.7231</u>	<u>1.6231</u>
Property tax judgment	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment	_____	_____
(3) Total city/town tax rate	<u>1.7231</u>	<u>1.6231</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>zero</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**Town of Queen Creek  
Revenues other than property taxes  
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
<b>General Fund</b>			
<b>Local taxes</b>			
City Sales Tax	\$ 44,520,829	\$ 45,806,415	\$ 51,610,384
Construction Sales Tax	16,991,250	18,117,724	14,647,709
<b>Licenses and permits</b>			
Business Licenses	90,000	90,000	90,000
Liquor License	10,500	10,500	13,000
Building Revenue	5,740,000	10,040,000	8,568,600
<b>Intergovernmental</b>			
State Sales Tax	10,039,900	9,969,500	11,032,900
Urban Revenue Sharing	18,692,200	18,764,434	16,116,742
<b>Charges for services</b>			
Recreation User Fees	1,151,500	1,151,500	2,030,040
Fleet Charges Internal	446,800	600,000	700,000
<b>Interest on investments</b>			
Interest Income	3,707,500	3,707,500	4,503,923
<b>Miscellaneous</b>			
Telecommunications	175,000	175,000	175,000
Building Lease Revenue			92,680
Signage Revenue			25,000
Gas Franchises	135,000	135,000	200,000
Cable Licenses	360,000	360,000	
Government Agency Reimbursement			390,000
Miscellaneous	1,148,140	1,148,140	250,000
Departmental Support Revenue	5,105,923	5,105,923	5,212,736
<b>Total General Fund</b>	<b>\$ 108,314,542</b>	<b>\$ 115,181,636</b>	<b>\$ 115,658,714</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Queen Creek  
Revenues other than property taxes  
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
<b>Special Revenue Funds</b>			
<b>Highway User Revenue Fund</b>			
Highway Users Revenue	\$ 5,271,853	\$ 5,233,400	\$ 5,774,900
Pinal County Taxes	30,000	30,000	40,000
Vehicle License Tax	3,926,600	3,687,100	4,122,400
Grants			362,000
	\$ 9,228,453	\$ 8,950,500	\$ 10,299,300
<b>Municipal Town Center Fund</b>			
City Sales Tax	\$ 1,805,482	\$ 1,410,573	\$ 336,000
Building Lease Revenue	86,384	86,384	
Signage Revenue	20,000	20,000	
	\$ 1,911,866	\$ 1,516,957	\$ 336,000
<b>Construction Sales Tax Fund</b>			
Construction Sales Tax	\$ 16,991,250	\$ 18,117,724	\$ 14,647,709
	\$ 16,991,250	\$ 18,117,724	\$ 14,647,709
<b>Grants and Contingency Fund</b>			
Grants	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
<b>Parks Development Fund</b>			
Development Impact Fees	\$ 4,700,000	\$ 6,400,000	\$ 6,754,606
Interest Income	500,000	377,295	903,257
	\$ 5,200,000	\$ 6,777,295	\$ 7,657,863
<b>Town Buildings &amp; Vehicle Fund</b>			
Interest Income	51,000	1,000	
	\$ 51,000	\$ 1,000	
<b>Transportation Development Fee Fund</b>			
Development Impact Fees	\$ 3,300,000	\$ 5,600,000	\$ 4,912,828
Interest Income	320,000	267,621	655,703
	\$ 3,620,000	\$ 5,867,621	\$ 5,568,531
<b>Library Development Fee Fund</b>			
Development Impact Fees	\$ 120,000	\$ 35,000	
Interest Income	60,000	54,212	
	\$ 180,000	\$ 89,212	
<b>Public Safety Development Fee Fund</b>			
Development Impact Fees	\$ 1,000,000	\$ 1,500,000	\$ 1,473,020
Interest Income	25,000	56,828	90,571
	\$ 1,025,000	\$ 1,556,828	\$ 1,563,591
<b>Street Light Improvement Districts</b>			
Miscellaneous	200,000	200,000	
	\$ 200,000	\$ 200,000	
City Sales Tax	\$ 5,565,104	\$ 5,725,802	\$ 6,451,298
Construction Sales Tax	2,123,906	2,264,716	1,830,964
County Island Fire District	2,238,852	2,238,852	2,238,852
Fire Inspections	130,000	130,000	190,000
PSPRS Premium Tax Credit	244,163	317,958	350,000
ROI Utility Revenue	3,834,740	3,834,740	4,000,000
IGA	181,715	181,715	247,244
Charges for Services	265,000	390,000	390,000
Police Department Revenues	34,250	34,250	63,000
Government Agency Reimbursement	15,000	15,000	
Grants			98,628
Miscellaneous	11,500	11,500	15,000
Ambulance Service Revenue	1,900,000	500,000	1,500,000
	\$ 16,544,230	\$ 15,644,533	\$ 17,374,986

**Town of Queen Creek  
Revenues other than property taxes  
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
<b>Fire Development Fee Fund</b>			
Development Impact Fees	\$ 1,800,000	\$ 2,900,000	\$ 2,704,707
Interest Income	60,000	173,316	280,426
	<u>\$ 1,860,000</u>	<u>\$ 3,073,316</u>	<u>\$ 2,985,133</u>
<b>Horseshoe Park &amp; Equestrian Center (HPEC) Fund</b>			
Park Revenues	\$ 1,042,314	\$ 1,042,314	\$ 1,245,129
Sponsorships	320,954	320,954	367,500
Miscellaneous			12,595
	<u>\$ 1,363,268</u>	<u>\$ 1,363,268</u>	<u>\$ 1,625,224</u>
<b>Total Special Revenue Funds</b>	<u>\$ 63,175,067</u>	<u>\$ 68,158,254</u>	<u>\$ 67,058,337</u>
<b>Debt Service Funds</b>			
<b>Special Assessment Fund</b>			
Property Assessments	\$ 1,689,858	\$ 1,689,858	\$ 1,679,273
	<u>\$ 1,689,858</u>	<u>\$ 1,689,858</u>	<u>\$ 1,679,273</u>
<b>Total Debt Service Funds</b>	<u>\$ 1,689,858</u>	<u>\$ 1,689,858</u>	<u>\$ 1,679,273</u>
<b>Capital Projects Funds</b>			
<b>Drainage &amp; Transportation Fund</b>			
Government Agency Reimbursement	\$ 30,000,000	\$ 30,000,000	\$ 10,018,387
Miscellaneous			3,248,430
Interest Income	899,420	899,420	930,359
	<u>\$ 30,899,420</u>	<u>\$ 30,899,420</u>	<u>\$ 14,197,176</u>
<b>General CIP</b>			
Bond/Loan Proceeds	\$ 130,000,000	\$	\$
Interest Income	1,710,000	1,710,000	1,424,711
	<u>\$ 131,710,000</u>	<u>\$ 1,710,000</u>	<u>\$ 1,424,711</u>
<b>Total Capital Projects Funds</b>	<u>\$ 162,609,420</u>	<u>\$ 32,609,420</u>	<u>\$ 15,621,887</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Queen Creek  
Revenues other than property taxes  
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
<b>Enterprise Funds</b>			
<b>Wastewater Fund</b>			
User Fees	\$ 11,705,100	\$ 11,705,100	\$ 12,000,000
Capacity Fees	2,195,990	2,195,990	3,527,514
Miscellaneous	1,311,780	1,311,780	1,416,200
Interest Income	153,200	278,353	629,332
Government Agency Reimbursement	8,500,000	8,500,000	916,992
Bond/Loan Proceeds	6,139,935	6,139,935	
	<u>\$ 30,006,005</u>	<u>\$ 30,131,158</u>	<u>\$ 18,490,038</u>
<b>Water Fund</b>			
User Fees	\$ 29,678,080	\$ 31,413,965	\$ 32,741,000
Capacity Fees	2,684,510	2,684,510	3,889,800
Miscellaneous	533,270	1,046,847	609,500
Interest Income	116,000	65,564	856,582
Government Agency Reimbursement		1,193,610	
Bond/Loan Proceeds	183,420,321	183,420,321	44,559,719
	<u>\$ 216,432,181</u>	<u>\$ 219,824,817</u>	<u>\$ 82,656,601</u>
<b>Solid Waste Fund</b>			
User Fees	4,715,040	5,115,040	5,339,800
Interest Income	14,000	25,011	33,422
Miscellaneous			18,000
	<u>\$ 4,729,040</u>	<u>\$ 5,140,051</u>	<u>\$ 5,391,222</u>
<b>Total Enterprise Funds</b>	<u>\$ 251,167,226</u>	<u>\$ 255,096,026</u>	<u>\$ 106,537,861</u>
<b>Internal service funds</b>			
<b>Healthcare Self-Insurance</b>			
Premiums	\$ 9,531,219	\$ 9,531,219	\$ 11,206,137
Stop Loss Reimbursement	100,000	100,000	100,000
	<u>\$ 9,631,219</u>	<u>\$ 9,631,219</u>	<u>\$ 11,306,137</u>
<b>Total Internal Service Funds</b>	<u>\$ 9,631,219</u>	<u>\$ 9,631,219</u>	<u>\$ 11,306,137</u>
<b>Total All Funds</b>	<u>\$ 596,587,332</u>	<u>\$ 482,366,413</u>	<u>\$ 317,862,209</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Queen Creek**  
**Other financing sources/(uses) and interfund transfers**  
**Fiscal year 2025**

Fund	Other financing 2025		Interfund transfers 2025	
	Sources	(Uses)	In	(Out)
<b>General Fund</b>				
Debt Service	\$	\$	\$	\$ 17,188,618
Infrastructure (CIP)				3,174,228
Emergency Services Fund				28,849,103
Horseshoe Park & Equestrian Center Fund				2,192,075
HURF				
<b>Total General Fund</b>	\$	\$	\$	\$ 51,404,024
<b>Special Revenue Funds</b>				
Library Development Fee Fund	\$	\$	\$	\$ 228,919
Emergency Services Fund			28,849,103	1,503,200
Parks Development				555,713
Public Safety Development Fee Fund				9,172,164
Town Buildings & Vehicles Development Fund				288,982
Fire Development Fee Fund				3,636,773
Transportation Development Fund				5,162,232
Construction Sales Tax				23,554,280
Town Center				331,987
HURF				263,372
Horseshoe Park & Equestrian Center Fund			2,192,075	213,869
<b>Total Special Revenue Funds</b>	\$	\$	\$ 31,041,178	\$ 44,911,491
<b>Debt Service Funds</b>				
Special Assessment Fund	\$	\$	\$	\$
Debt service			23,397,502	
<b>Total Debt Service Funds</b>	\$	\$	\$ 23,397,502	\$
<b>Capital Projects Funds</b>				
Transportation CIP	\$	\$	\$ 20,765,835	\$
General CIP	140,000,000		95,986,220	74,875,220
<b>Total Capital Projects Funds</b>	\$ 140,000,000	\$	\$ 116,752,055	\$ 74,875,220
<b>Enterprise Funds</b>				
Water Fund	\$	\$	\$	\$ 12,667,402
Water Capacity				3,214,303
Water CIP			3,691,003	
Water Debt			12,190,702	
Sewer / Wastewater Fund				7,002,148
Sewer / Wastewater Capacity				860,411
Sewer / Wastewater CIP			6,534,316	
Sewer / Wastewater Debt			1,328,243	
<b>Total Enterprise Funds</b>	\$	\$	\$ 23,744,264	\$ 23,744,264
<b>Total All Funds</b>	\$ 140,000,000	\$	\$ 194,934,999	\$ 194,934,999

**Town of Queen Creek  
Expenditures/expenses by fund  
Fiscal year 2025**

Fund/Department	Adopted budgeted expenditures/expenses 2024	Expenditure/expense adjustments approved 2024	Actual expenditures/expenses* 2024	Budgeted expenditures/expenses 2025
<b>General Fund</b>				
Town Council	\$ 493,552	\$	\$ 493,552	\$ 518,649
Town Manager	1,283,132	23,471	1,306,603	1,248,854
Legal Services	945,000		945,000	1,039,500
Town Clerk	382,805		382,805	410,751
Finance	3,568,836	(62,565)	3,506,271	4,017,988
Human Resources	1,130,617	113,808	1,244,425	1,447,107
Information Technology	8,422,333	(16,809)	8,405,524	9,235,264
Community Services	6,846,508	1,521,499	8,368,007	14,290,955
Economic Development	1,357,471	(99,800)	1,257,671	1,548,518
Development Services	5,506,652	89,498	5,596,150	4,895,867
Public Works	14,934,203	3,289,838	18,224,041	21,487,701
Centralized Services	6,743,000	(3,100,685)	3,642,315	3,342,954
<b>Total General Fund</b>	<b>\$ 51,614,109</b>	<b>\$ 1,758,255</b>	<b>\$ 53,372,364</b>	<b>\$ 63,484,108</b>
<b>Special revenue funds</b>				
HURF	\$ 9,472,169	\$ 483,051	\$ 9,955,220	\$ 10,780,558
Municipal Town Center Fund	1,580,060		1,580,060	433,000
Streetlight Improvement District	232,059		232,059	240,070
Grants & Contingency Fund	23,000,000	(2,504,222)	20,495,778	47,600,000
Parks Development Fund	80,000	12,328	92,328	
Town Buildings & Vehicles Fund				
Transportation Development Fund	125,000	12,328	137,328	
Library Development Fund	20,000		20,000	
Public Safety Development Fund	40,000	12,328	52,328	
Fire Development Fund	40,000	12,328	52,328	
Emergency Services Fund	49,140,464	8,216,547	57,357,011	58,641,531
Horseshoe Park & Equestrian Fund	3,057,934	133,451	3,191,385	3,603,430
LTAf				
Community Events Fund				
<b>Total special revenue funds</b>	<b>\$ 86,787,686</b>	<b>\$ 6,378,139</b>	<b>\$ 93,165,825</b>	<b>\$ 121,298,589</b>
<b>Debt service funds</b>				
Debt Service Fund	\$ 27,864,091	\$ (5,697,972)	\$ 22,166,119	\$ 23,397,502
Special Assessment Fund	1,689,858	46,847	1,736,705	1,679,273
<b>Total debt service funds</b>	<b>\$ 29,553,949</b>	<b>\$ (5,651,125)</b>	<b>\$ 23,902,824</b>	<b>\$ 25,076,775</b>
<b>Capital projects funds</b>				
Drainage & Transportation	\$ 141,905,241	\$ (1,574,841)	\$ 140,330,400	\$ 159,695,173
General CIP	220,815,292	(99,195)	220,716,097	152,841,329
Carryforward Allowance			(132,624,261)	
<b>Total capital projects funds</b>	<b>\$ 362,720,533</b>	<b>\$ (1,674,036)</b>	<b>\$ 228,422,236</b>	<b>\$ 312,536,502</b>
<b>Enterprise funds</b>				
<b>Sewer/Wastewater Funds</b>				
Sewer Operating	\$ 13,366,151	\$ (3,543,739)	\$ 9,822,412	\$ 12,017,933
Sewer Capacity	50,000	7,268	57,268	50,000
Sewer Capital	25,893,739	(589,654)	25,304,085	24,978,630
Carryforward Allowance			(17,527,322)	
Sewer Debt	2,757,506		2,757,506	1,328,243
<b>Subtotal enterprise funds</b>	<b>\$ 42,067,396</b>	<b>\$ (4,126,125)</b>	<b>\$ 20,413,949</b>	<b>\$ 38,374,806</b>
<b>Water Funds</b>				
Water Operating	\$ 44,876,994	\$ (7,854,916)	\$ 37,022,078	\$ 47,814,228
Water Capacity	50,000	7,268	57,268	50,000
Water Capital	221,677,639	11,471,877	233,149,516	86,295,442
Carryforward Allowance			(40,162,460)	
Water Debt	12,633,376		12,633,376	12,190,701
<b>Subtotal Water</b>	<b>\$ 279,238,009</b>	<b>\$ 3,624,229</b>	<b>\$ 242,699,778</b>	<b>\$ 146,350,371</b>
<b>Solid Waste Fund</b>				
Solid Waste	\$ 5,408,098	\$ (309,337)	\$ 5,098,761	\$ 5,410,177
<b>Subtotal Solid Waste</b>	<b>\$ 5,408,098</b>	<b>\$ (309,337)</b>	<b>\$ 5,098,761</b>	<b>\$ 5,410,177</b>
<b>Total Enterprise Funds</b>	<b>\$ 326,713,503</b>	<b>\$ (811,233)</b>	<b>\$ 268,212,488</b>	<b>\$ 190,135,354</b>
<b>Internal service funds</b>				
Medical Self-Insurance	\$ 9,731,219	\$	\$ 9,731,219	\$ 11,306,137
<b>Total internal service funds</b>	<b>\$ 9,731,219</b>	<b>\$</b>	<b>\$ 9,731,219</b>	<b>\$ 11,306,137</b>
<b>Total all funds</b>	<b>\$ 867,120,999</b>	<b>\$ (0)</b>	<b>\$ 676,806,956</b>	<b>\$ 723,837,465</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Town of Queen Creek  
Expenditures/expenses by department  
Fiscal year 2025**

<b>Department/Fund</b>	<b>Adopted budgeted expenditures/ expenses</b>	<b>Expenditure/ expense adjustments approved</b>	<b>Actual expenditures/ expenses*</b>	<b>Budgeted expenditures/ expenses</b>
	<b>2024</b>	<b>2024</b>	<b>2024</b>	<b>2025</b>
<b>Town Council</b>				
General Fund	\$ 493,552		493,552	518,649
<b>Town Council Total</b>	<b>\$ 493,552</b>	<b>\$</b>	<b>\$ 493,552</b>	<b>\$ 518,649</b>
<b>Town Manager</b>				
General Fund	\$ 1,283,132	23,471	1,306,603	1,248,854
<b>Town Manager Total</b>	<b>\$ 1,283,132</b>	<b>\$ 23,471</b>	<b>\$ 1,306,603</b>	<b>\$ 1,248,854</b>
<b>Legal Services</b>				
General Fund	\$ 945,000		945,000	1,039,500
<b>Legal Services Total</b>	<b>\$ 945,000</b>	<b>\$</b>	<b>\$ 945,000</b>	<b>\$ 1,039,500</b>
<b>Town Clerk</b>				
General Fund	\$ 382,805		382,805	410,751
<b>Town Clerk Total</b>	<b>\$ 382,805</b>	<b>\$</b>	<b>\$ 382,805</b>	<b>\$ 410,751</b>
<b>Finance</b>				
General Fund	\$ 3,568,836	(62,565)	3,506,271	4,017,988
<b>Finance Total</b>	<b>\$ 3,568,836</b>	<b>\$ (62,565)</b>	<b>\$ 3,506,271</b>	<b>\$ 4,017,988</b>
<b>Community Services</b>				
General Fund	\$ 6,846,508	1,521,499	8,368,007	14,290,955
Parks Development Fund	80,000	12,328	92,328	
Library Development Fund	20,000		20,000	
<b>Community Services Total</b>	<b>\$ 6,946,508</b>	<b>\$ 1,533,827</b>	<b>\$ 8,480,335</b>	<b>\$ 14,290,955</b>
<b>Development Services</b>				
General Fund	\$ 5,506,652	89,498	5,596,150	4,895,867
<b>Development Services Total</b>	<b>\$ 5,506,652</b>	<b>\$ 89,498</b>	<b>\$ 5,596,150</b>	<b>\$ 4,895,867</b>
<b>Public Works</b>				
General Fund	\$ 14,934,203	3,289,838	18,224,041	21,487,701
HURF	9,472,169	483,051	9,955,220	10,780,558
Solid Waste Fund	5,408,098	(309,337)	5,098,761	5,410,177
Transportation Development Fund	125,000	12,328	137,328	
Drainage & Transportation Fund	141,905,241	(1,574,841)	140,330,400	159,695,173
Carryforward Allowance			(74,863,077)	
<b>Public Works Total</b>	<b>\$ 171,844,711</b>	<b>\$ 1,901,039</b>	<b>\$ 98,882,673</b>	<b>\$ 197,373,609</b>
<b>Human Resources</b>				
General Fund	\$ 1,130,617	113,808	1,244,425	1,447,107
<b>Human Resource Total</b>	<b>\$ 1,130,617</b>	<b>\$ 113,808</b>	<b>\$ 1,244,425</b>	<b>\$ 1,447,107</b>
<b>Information Technology</b>				
General Fund	\$ 8,422,333	(16,809)	8,405,524	9,235,264
<b>Information Technology Total</b>	<b>\$ 8,422,333</b>	<b>\$ (16,809)</b>	<b>\$ 8,405,524</b>	<b>\$ 9,235,264</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



**Town of Queen Creek  
Expenditures/expenses by department  
Fiscal year 2025**

<b>Department/Fund</b>	<b>Adopted budgeted expenditures/expenses</b>	<b>Expenditure/expense adjustments approved</b>	<b>Actual expenditures/expenses*</b>	<b>Budgeted expenditures/expenses</b>
	<b>2024</b>	<b>2024</b>	<b>2024</b>	<b>2025</b>
<b>Economic Development</b>				
General Fund	\$ 1,357,471	(99,800)	1,257,671	1,548,518
Municipal Town Center Fund	1,580,060		1,580,060	433,000
Horseshoe Park Fund	3,057,934	133,451	3,191,385	3,603,430
<b>Economic Development Total</b>	<b>\$ 5,995,465</b>	<b>\$ 33,651</b>	<b>\$ 6,029,116</b>	<b>\$ 5,584,948</b>
<b>Emergency Management Services (EMS)</b>				
Emergency Services Fund	\$ 49,140,464	8,216,547	57,357,011	58,641,531
Public Safety Development Fund	40,000	12,328	52,328	
Fire Development Fund	40,000	12,328	52,328	
<b>EMS Total</b>	<b>\$ 49,220,464</b>	<b>\$ 8,241,203</b>	<b>\$ 57,461,667</b>	<b>\$ 58,641,531</b>
<b>Utilities Department</b>				
Sewer Utility Fund	\$ 13,366,151	(3,543,739)	9,822,412	12,017,933
Sewer Capacity Fund	50,000	7,268	57,268	50,000
Sewer Capital Fund	25,893,739	(589,654)	25,304,085	24,978,630
Sewer Debt Fund	2,757,506		2,757,506	1,328,243
Carryforward Allowance - Sewer CIP			(17,527,322)	
Water Operating Fund	44,876,994	(7,854,916)	37,022,078	47,814,228
Water Capacity Fund	50,000	7,268	57,268	50,000
Water Capital Fund	221,677,639	11,471,877	233,149,516	86,295,442
Water Debt Fund	12,633,376		12,633,376	12,190,701
Carryforward Allowance - Water CIP			(40,162,460)	
<b>Utilities Department Total</b>	<b>\$ 321,305,405</b>	<b>\$ (501,896)</b>	<b>\$ 263,113,727</b>	<b>\$ 184,725,177</b>
<b>Centralized Service / General Operations</b>				
General Fund	\$ 6,743,000	(3,100,685)	3,642,315	3,342,954
General CIP	220,815,292	(99,195)	220,716,097	152,841,329
Carryforward Allowance			(57,761,184)	
Grants & Contingency Fund	23,000,000	(2,504,222)	20,495,778	47,600,000
Streetlight Improvement Districts	232,059		232,059	240,070
Special Assessments Fund	1,689,858	46,847	1,736,705	1,679,273
Debt Service Fund	27,864,091	(5,697,972)	22,166,119	23,397,502
Healthcare / Self-Insurance	9,731,219		9,731,219	11,306,137
<b>Centralized Svcs / General Ops. Total</b>	<b>\$ 290,075,519</b>	<b>\$ (11,355,227)</b>	<b>\$ 220,959,108</b>	<b>\$ 240,407,265</b>
<b>Total All Departments</b>	<b>\$ 867,120,999</b>	<b>\$</b>	<b>\$ 676,806,956</b>	<b>\$ 723,837,465</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

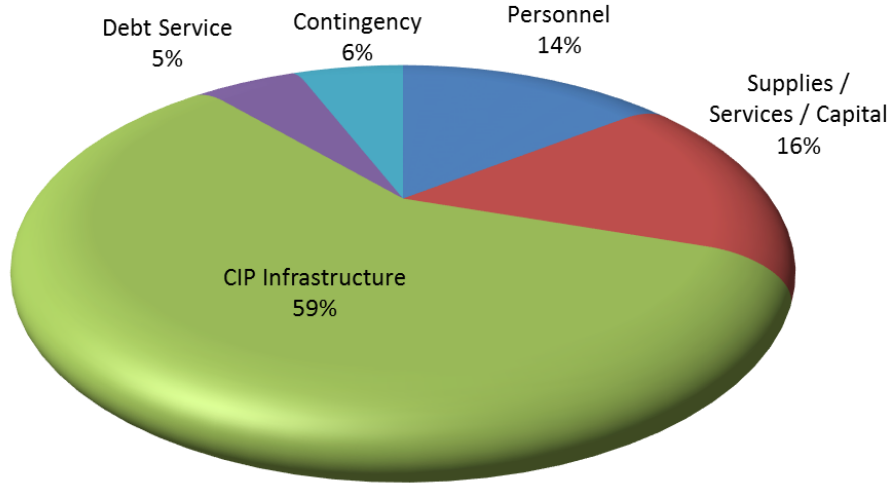
**Town of Queen Creek**  
**Full-time employees and personnel compensation**  
**Fiscal year 2025**

Fund	Full-time equivalent (FTE) 2025	Employee salaries and hourly costs 2025	Retirement costs 2025	Healthcare costs 2025	Other benefit costs 2025	Total estimated personnel compensation 2025
<b>General Fund</b>	259.91	\$ 24,669,844	\$ 2,229,224	\$ 2,337,198	\$ 2,441,463	\$ 31,677,729
<b>Special revenue funds</b>						
Emergency Services	275.00	\$ 34,839,319	\$ 2,970,512	\$ 2,741,788	\$ 2,920,426	\$ 43,472,045
HPEC	8.00	756,592	89,094	88,630	83,017	1,017,333
HURF	23.00	1,868,335	199,543	234,552	175,565	2,477,995
<b>Total special revenue funds</b>	<b>306.00</b>	<b>\$ 37,464,246</b>	<b>\$ 3,259,149</b>	<b>\$ 3,064,970</b>	<b>\$ 3,179,008</b>	<b>\$ 46,967,373</b>
<b>Capital projects funds</b>						
CIP	17.00	\$ 2,686,178	\$ 292,022	\$ 255,494	\$ 221,183	\$ 3,454,877
<b>Total capital projects funds</b>	<b>17.00</b>	<b>\$ 2,686,178</b>	<b>\$ 292,022</b>	<b>\$ 255,494</b>	<b>\$ 221,183</b>	<b>\$ 3,454,877</b>
<b>Enterprise funds</b>						
Sewer Utility Fund	6.00	\$ 881,047	\$ 106,731	\$ 100,669	\$ 90,170	\$ 1,178,617
Water Fund	64.50	7,634,168	883,543	911,664	743,671	10,173,046
Solid Waste Fund	5.00	263,518	32,263	56,010	26,546	378,337
<b>Total enterprise funds</b>	<b>75.50</b>	<b>\$ 8,778,733</b>	<b>\$ 1,022,537</b>	<b>\$ 1,068,343</b>	<b>\$ 860,387</b>	<b>\$ 11,730,000</b>
<b>Total all funds</b>	<b>658.41</b>	<b>\$ 73,599,001</b>	<b>\$ 6,802,932</b>	<b>\$ 6,726,005</b>	<b>\$ 6,702,041</b>	<b>\$ 93,829,979</b>



# Total Appropriations Schedule

FY 2024/25 Adopted Budget \$723.8M  
by Category



FY 2024/25 Total Appropriations - Budget by Fund

	General Fund	EMS Fund	HURF	HPEC	Enterprise	Special Revenue	Capital	Debt	Healthcare	Grand Total
<b>Sources</b>										
Local Sales Tax	\$ 51,610,384	\$ 6,451,298	\$ -	\$ -	\$ -	\$ 336,000	\$ -	\$ -	\$ -	\$ 58,397,682
Construction Sales Tax	14,647,709	1,830,964	-	-	-	14,647,709	-	-	-	31,126,382
State Shared Revenue	27,149,642	-	9,897,300	-	-	-	-	-	-	37,046,942
Property Tax	-	13,920,642	-	-	-	-	-	-	-	13,920,642
Charges for Services	16,804,056	8,386,852	40,000	1,610,639	51,819,400	-	-	-	11,206,137	89,867,084
License & Fees	103,000	-	-	-	-	-	-	-	-	103,000
Franchise Fees	200,000	-	-	-	-	-	-	-	-	200,000
Special Assessments	-	-	-	-	-	-	-	1,679,273	-	1,679,273
Interest Income	4,503,923	-	-	-	1,519,336	1,929,957	2,355,070	-	-	10,308,286
Capacity Fees	-	-	-	-	7,417,314	-	-	-	-	7,417,314
Impact Fees	-	-	-	-	-	15,845,161	-	-	-	15,845,161
Other	640,000	705,872	362,000	14,585	45,781,811	5,000,000	153,266,817	-	100,000	205,871,085
<b>Total Revenues</b>	<b>\$ 115,658,714</b>	<b>\$ 31,295,628</b>	<b>\$ 10,299,300</b>	<b>\$ 1,625,224</b>	<b>\$ 106,537,861</b>	<b>\$ 37,758,827</b>	<b>\$ 155,621,887</b>	<b>\$ 1,679,273</b>	<b>\$ 11,306,137</b>	<b>\$ 471,782,851</b>
Transfers In	-	28,849,103	-	2,192,075	23,744,264	-	116,752,055	23,397,502	-	194,934,999
<b>Total Sources</b>	<b>\$ 115,658,714</b>	<b>\$ 60,144,731</b>	<b>\$ 10,299,300</b>	<b>\$ 3,817,299</b>	<b>\$ 130,282,125</b>	<b>\$ 37,758,827</b>	<b>\$ 272,373,942</b>	<b>\$ 25,076,775</b>	<b>\$ 11,306,137</b>	<b>\$ 666,717,850</b>
<b>Uses</b>										
Personnel	31,677,729	43,472,045	2,477,995	1,017,333	11,730,000	-	3,454,877	-	10,567,137	104,397,116
Supplies & Services	23,844,267	14,671,437	7,640,463	1,562,152	35,941,980	5,515,070	1,008,206	-	739,000	90,922,575
Capital	7,962,112	498,049	662,100	1,023,945	28,812,669	158,000	64,449,158	-	-	103,566,033
Debt Service	-	-	-	-	13,518,944	-	-	25,076,775	-	38,595,719
Contingency / Carryforward	-	-	-	-	100,131,761	42,600,000	243,624,261	-	-	386,356,022
<b>Total Expenses</b>	<b>\$ 63,484,108</b>	<b>\$ 58,641,531</b>	<b>\$ 10,780,558</b>	<b>\$ 3,603,430</b>	<b>\$ 190,135,354</b>	<b>\$ 48,273,070</b>	<b>\$ 312,536,502</b>	<b>\$ 25,076,775</b>	<b>\$ 11,306,137</b>	<b>\$ 723,837,465</b>
Transfers Out	51,404,024	1,503,200	263,372	213,869	23,744,264	42,931,050	74,875,220	-	-	194,934,999
<b>Total Uses</b>	<b>\$ 114,888,132</b>	<b>\$ 60,144,731</b>	<b>\$ 11,043,930</b>	<b>\$ 3,817,299</b>	<b>\$ 213,879,618</b>	<b>\$ 91,204,120</b>	<b>\$ 387,411,722</b>	<b>\$ 25,076,775</b>	<b>\$ 11,306,137</b>	<b>\$ 918,772,464</b>
Change in Fund Balance	\$ 770,582	\$ -	\$ (744,630)	\$ -	\$ (83,597,493)	\$ (53,445,293)	\$ (115,037,780)	\$ -	\$ -	\$ (252,054,614)



TOWN OF  
**QUEEN CREEK**  
 ARIZONA

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**FROM:** BRUCE GARDNER, TOWN MANAGER, SCOTT MCCARTY, FINANCE DIRECTOR

**RE:** DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 1592-24 ADOPTING THE FY 2024-25 FINAL TOWN BUDGET.

**DATE:** May 15, 2024

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**Suggested Action:**

Motion to approve Resolution 1592-24 adopting the Town's FY 2024-25 Final Budget.

**Relevant Council Goal(s):**

- Effective Government
- Safe Community
- Secure Future
- Superior Infrastructure
- Quality Lifestyle

**Discussion:**

On May 1, 2024, the Town Council approved the FY2024-25 Tentative Budget. In doing so, the Council established the maximum budget, or budget ceiling, for FY 2024-25 of \$723.8 million. The process and requirements of adopting the Final Budget are identified in State law, as described below.

First, the Town Council will conduct a public hearing on the FY 2024-25 Final Budget and property tax levy. This public hearing occurs during the regular Town Council session. The public hearing is then closed; no vote is taken at that time.

The Town Council will then adjourn the Regular Meeting to convene a Special Meeting to adopt the FY 2024-25 Final Budget. State statute requires this multi-step process for approving the Final Budget.

**PRIMARY PROPERTY TAXES**

For FY 2024-25, primary property taxes are estimated to be \$13.9 million. The primary property tax is dedicated to fund Public Safety, and funds about 23% of the Public Safety Budget of \$60.2M. The public safety budget includes the Fire/Medical Department and the Police Department.

For a second year, the Budget was developed under the Town Council's adopted policy of "freezing" property taxes for existing property owners. By doing so, the Town is not required to hold a "Truth in Taxation" hearing as we have in prior years. The Town Council is still required to adopt the FY 2024-25 property tax levy by ordinance at a separate meeting from adoption of the Final Budget. The property tax ordinance is currently scheduled for June 5, 2024.

**FINAL BUDGET**

The budget is one of the most significant policy documents considered by the Town Council. The FY 2024-25 Budget is balanced and allocates resources consistent with the needs of a growing community. It was developed in accordance with the Council's strategic priorities identified in the Corporate Strategic Plan.

The Fiscal Year 2024-25 Budget totals \$723.8 million, with nearly 60% of the budget dedicated to building infrastructure. Major cost drivers include building facilities identified in the Master Plans of Police, Fire, and Parks; continued investments in critical transportation and utilities infrastructure; additional staffing resources for the Police Department; and opening the new Recreation & Aquatics Center.

The budget was developed in an environment of moderating inflation rates, tight labor markets, supply-chain issues, and competing economic forecasts about the impacts of federal fiscal policy on the national economy. The Town's financial condition has weathered the uncertainty better than expected, with actual revenues continuing to exceed initial projections and overall development activity remaining strong in spite of higher interest rates that continue to weigh on the housing market.

Queen Creek remains a preferred community in the entire Phoenix region for residential and non-residential investment. The rate of growth in both residential and non-residential investment is directly driving the Town's infrastructure needs to service this growth and position the Town competitively. Since 2010, Queen Creek has tripled in size, making it one of the fastest growing communities in Arizona, with a population now of about 83,000. The Budget reflects our objectives to maintain service levels and the Council's commitment to the community's infrastructure needs. This investment is essential to accommodate the Council's vision for the community and to position Queen Creek as a preferred choice for families and businesses to thrive in the southeast valley. Preserving and advancing the community's quality of life has always been at the forefront of our budget development process.

The FY2024-25 Budget maintains our tradition and organizational culture of spending within our means, where we have developed contingencies to our revenue and expenditure plans and continue to monitor economic conditions regularly. Our budget practices, including Council-adopted financial policies, compel us to design internal controls for evaluating real-time budget-to-actual expenditures, allowing us to adjust very quickly as needed.

Consistent with the needs of our growing community and the Council's priorities, the budget includes funding to continue building the Queen Creek Police Department as well as resources to operate and maintain new parks and recreation facilities that will soon open. The budget also includes \$40 million in funding to acquire water resources to meet our long-term objective of becoming an assured water provider. Finally, the budget includes funding to continue our investments in new streets, water and wastewater infrastructure, and construction of roads and utilities to accommodate future development on the State Lands parcels.

## **GUIDING PRINCIPLES AND KEY ISSUES**

The following guiding principles and key issues shaped the FY 2024-25 Budget:

- Prioritization of Resources. The budget follows the Town's Corporate Strategic Plan to prioritize its allocation of resources. Guidance to the organization is found within our strategic priorities adopted by the Town Council as follows:
  - Effective Government;
  - Safe Community;
  - Secure Future;
  - Superior Infrastructure; and
  - Quality Lifestyle.
- The Economy. The national and state economies are poised to expand, bringing higher consumer confidence and strong demand for goods and services. Growth expectations have

been tempered by persistent inflation pressures, rising unemployment levels, and elevated long-term interest rates. However, economists are optimistic that the U.S. economy will continue to grow and any slowdown in economic activity will be modest and short-lived.

- Population Growth and Commercial Investment. The Town has seen significant residential and commercial growth in the last several years, inclusive of annexations. We expect that growth to continue. Developing plans to deal with an increasing residential population and business investment is critical to ensure both operational and infrastructure needs are met.
- Public Safety and Infrastructure. The budget continues investments in these critical areas to ensure we are providing appropriate levels of service to our current residents as well as those who will live, work, and shop here in the future.
- Maintain a Balanced Five-Year Operating Budget. The five-year financial plan remains balanced, reflecting increased revenues and expenses based on population growth and new commercial development.
- Town Council Fiscal Policies. The Town Council adopted a policy to “freeze” property taxes for existing residents for five years. The FY 2024-25 Budget is the second year to reflect that policy, with the increase in property tax revenue coming solely from new construction.

## BUDGET HIGHLIGHTS

Following are the highlights of the FY 2024-25 Budget:

- Police Services. The budget includes 48 new positions for the Queen Creek Police Department, as well as funding for the necessary software, hardware, vehicles and equipment for these new staff.
- Public Safety Facilities. The budget includes \$54.0 million for critical facilities identified in the recently adopted Police Master Plan, as well as \$15.1 million for the Fire/Medical portion of the soon-to-be renovated Public Safety Complex.
- Parks and Recreation. The budget includes \$73.3 million to complete the Recreation & Aquatic Center and finish Frontier Family Park and Mansel Carter Oasis Park. It also includes \$10.2 million and 12 new positions for operating and maintaining the new parks as well as the Recreation & Aquatics Center that will open at the end of the calendar year.
- Acquisition of Water Rights. Ensuring the Town has adequate water resources is a top priority of the Town Council. The budget includes \$40 million for acquisition of additional water rights.
- Comprehensive Capital Improvement Plan (CIP). As a growing community, the need for new infrastructure for transportation, water, and wastewater remains a priority. The budget includes \$231 million to build such infrastructure as well as continue planning for future infrastructure needs. The Town has been successful in securing commitments from regional partners towards these infrastructure needs to help defray the costs of certain major projects. Pinal County, Maricopa County, and the Flood Control District have committed millions of dollars towards road, drainage, and utility projects. The Town will also pursue funding from the state’s Public Infrastructure Reimbursement program to offset a portion of the costs of infrastructure in the State Lands area. Contingency allocations have been included to ensure we have the authority to meet the dynamic environment’s infrastructure needs. The budget acknowledges the critical nexus infrastructure plays in increasing opportunities for private sector investment within the community, particularly as it relates to the State Route 24 freeway corridor and development of the State Lands parcels.
- Additional Staffing. In addition to the positions mentioned above, the budget includes funding for 24 other new positions:
  - Four Fire Captains and three fire fighters to augment the Fire & Medical Department’s management structure and staffing levels.
  - Five Information Technology staff (three of which are dedicated to the Police Department) to maintain critical technology infrastructure, deploy new hardware and software, and service the day-to-day needs of the Town’s employees.
  - Four new Fleet Services positions to expand the resources available for maintaining the Town’s growing fleet of vehicles, which is especially critical for the Town’s Police Department that operates around the clock.
  - Three Public Works and three Utilities staff to operate, maintain, and service the Town’s

streets, traffic signals, utility systems, and facilities. These positions are critical to protect the Town's multi-million dollar investments in infrastructure and maintain existing service levels to our residents and businesses.

- Four staff among Human Resources and Finance to support other departments' administrative, budget, accounting, and project management activities.
- One CIP Senior Inspector to ensure adequate oversight and review of the construction and installation of the Town's CIP infrastructure projects.
- Employee Compensation. Resources have been allocated to fund a 4.0% market increase tied to indicators identified in the Town Council's adopted compensation policy.
- Healthcare Costs. The Town has a very active wellness program, which is a positive factor that has helped manage healthcare costs for both the Town and our employees. The budget includes a 3.6% increase in medical premiums, which is being absorbed by the Town, and no increase in medical premiums for Town employees.

### **Fiscal Impact:**

The Tentative Budget approved by Town Council on May 1, 2024 established a maximum budget or budget ceiling of \$723.8 million for next fiscal year as required by state law. The Final Budget can go no higher; however, the budget can be reduced or re-allocated prior to adoption of the Final Budget. A Final Budget must be adopted in order to levy property taxes. The Final FY 2024-25 Budget remains unchanged from the approved Tentative FY 2024-25 Budget at \$723.8 million.

The required Resolution and Auditor General Schedules, which provide all the allocations by fund, are included as Attachments 2 and 3 of this staff report.

### **Alternatives:**

The Town Council can direct staff to make changes to the budget prior to adoption of the Final Budget; however, any proposed changes cannot increase expenditures above the \$723.8 million amount that was established when the Town Council approved the Tentative Budget on May 1, 2024.

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

1. [FY 2024-25 Final Budget Presentation](#)
2. [Resolution 1592-24 Final FY 2024-25 Budget Adoption](#)
3. [Required State Budget Forms \(Schedules A-G\)](#)
4. [Schedule of FY 2024-25 Budget by Fund](#)



# FY 2024-25 Final Budget Public Hearing and Adoption

Town Council Meeting

May 15, 2024



# Tonight's Actions

1. Conduct Public Hearing on FY 24-25 Final Budget
2. Consider Approval of Resolution #1592-24 Adopting the FY 24-25 Final Budget (Special Meeting Required)



# Budget Calendar

Date	Item
February 7	Economic Overview and FY 24-25 Revenue Projections
February 24-25	Council Strategic Planning Session
March 28	Town Manager Recommended Budget Released
April 1 - 4	Budget Briefings with Town Council
April 8 and 9	Budget Committee Meetings (Full Council)
May 1	Tentative Budget Adoption
May 15	Adoption of Final Budget, Corporate Strategic Plan, and Updated Financial / Procurement Policies
June 5	Property Tax Levy Adoption and Elimination of 0.25% Town Center Sales Tax



# Budget Overview



- **Budget Reduced to \$723.8M** from Prior Year (-\$143M, -17%)
- Reflects **\$13.6M** in Tax and Fee Reductions
  - Water Replenishment Fees: \$9.2M
  - Primary Property Tax Freeze: \$2.7M
  - Elimination of 0.25% Town Center Sales Tax: \$1.5M
  - Elimination of Streetlight Property Taxes: \$0.2M
- **Pays Off \$1.7M of Outstanding Debt** and **Avoids \$309K of Interest Expense** (Town Center Share of Ellsworth Loop Road)

# Budget Overview (continued)

- Increases Service Levels in

- Police
- Fire & Medical
- Transportation
- Parks and Recreation
- Water Conservation

- Adds 87 New Positions

- Police and Related: 55
- Fire & Medical: 7
- Public Works: 8
- Parks and Recreation: 7
- All Other Departments: 10



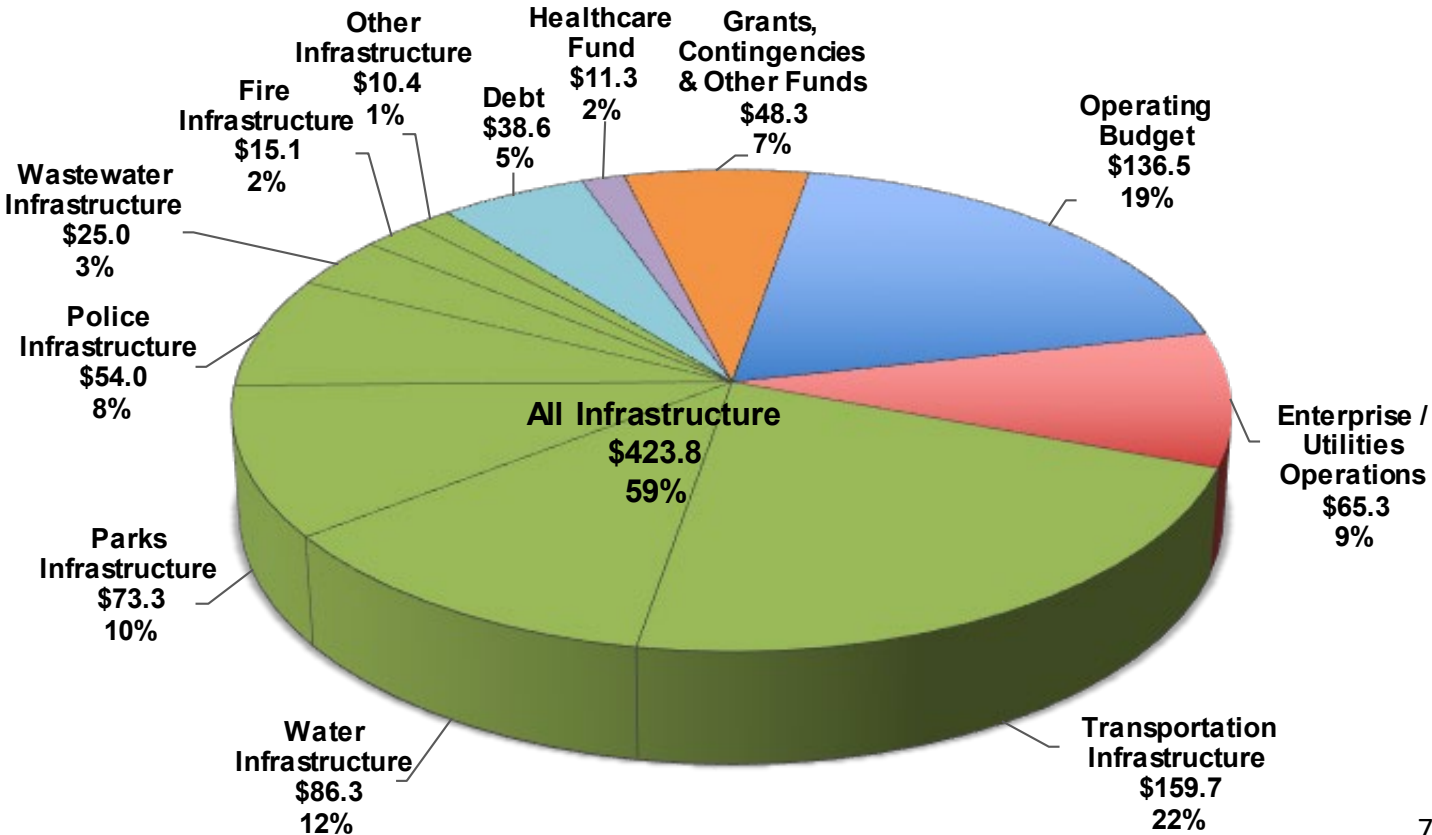
# Budget Overview (concluded)



- Strong Reserves Continue
- Aggressive Infrastructure Construction Continues **(\$424M)**
- Infrastructure Funding Needed
  - \$140M+ Debt Issue Anticipated
  - Pay-As-You-Go Financing Increased, New Reserve Created
  - Ongoing Evaluation of Rates and Fees

# FY 24-25 FINAL BUDGET

## \$723.8M



# Tonight's Actions

1. Conduct Public Hearing on FY 24-25 Final Budget
2. Adjourn Regular Meeting
3. Convene Special Meeting
4. Consider Approval of Resolution #1592-24 Adopting the FY 24-25 Final Budget



**RESOLUTION 1592-24**

**TOWN OF QUEEN CREEK**

**Resolution for the Adoption of the Budget**

**Fiscal Year 2025**

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Town Council did, on May 1, 2024, in accordance with adopted financial policies, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, and did also make an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Queen Creek, and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Town Council met on May 15, 2024, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on May 15, 2024, at the office of the Town Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A); therefore be it

RESOLVED, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules attached hereto as Attachment 3, as now increased, reduced, or changed, are hereby adopted as the budget of the Town of Queen Creek for the fiscal year 2024-2025.

Passed by the Mayor and Queen Creek Town Council, this 15th day of May 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 Manger

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



**Town of Queen Creek**  
**Summary Schedule of estimated revenues and expenditures/expenses**  
**Fiscal year 2025**

Fiscal year	S c h		Funds							Total all funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	
2024	E	1	53,372,364	93,165,825	23,902,824	361,046,497	0	325,902,270	9,731,219	867,120,999
2024	E	2	53,372,364	93,165,825	23,902,824	228,422,236	0	268,212,488	9,731,219	676,806,956
2025		3	141,566,076	59,550,218	1,569	138,328,842	0	148,449,548	1,457,860	489,354,113
2025	B	4		13,920,642						13,920,642
2025	B	5								0
2025	C	6	115,658,714	67,058,337	1,679,273	15,621,887	0	106,537,861	11,306,137	317,862,209
2025	D	7	0	0	0	140,000,000	0	0	0	140,000,000
2025	D	8	0	0	0	0	0	0	0	0
2025	D	9	0	31,041,178	23,397,502	116,752,055	0	23,744,264	0	194,934,999
2025	D	10	51,404,024	44,911,491	0	74,875,220	0	23,744,264	0	194,934,999
2025										
										0
										0
										0
										0
										0
2025		12	205,820,766	126,658,884	25,078,344	335,827,564	0	254,987,409	12,763,997	961,136,964
2025	E	13	63,484,108	121,298,589	25,076,775	312,536,502	0	190,135,354	11,306,137	723,837,465

<u>Expenditure limitation comparison</u>	2024	2025
1 Budgeted expenditures/expenses	\$ 867,120,999	\$ 723,837,465
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	867,120,999	723,837,465
4 Less: estimated exclusions	510,825,251	522,666,459
5 Amount subject to the expenditure limitation	\$ 356,295,748	\$ 201,171,006
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$ 631,421,266	\$ 704,292,168

  The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes expenditure/expense adjustments approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

**Town of Queen Creek**  
**Tax levy and tax rate information**  
**Fiscal year 2025**

	<b>2024</b>	<b>2025</b>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>20,088,147</u>	\$ <u>21,460,346</u>
2. Amount received from primary property taxation in the <b>current year</b> in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>13,285,644</u>	\$ <u>13,920,642</u>
Property tax judgment	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment	_____	_____
C. Total property tax levy amounts	\$ <u>13,285,644</u>	\$ <u>13,920,642</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ <u>13,920,642</u>	
(2) Prior years' levies	<u>10,184</u>	
(3) Total primary property taxes	\$ <u>13,930,826</u>	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ _____	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ _____	
C. Total property taxes collected	\$ <u>13,930,826</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.7231</u>	<u>1.6231</u>
Property tax judgment	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment	_____	_____
(3) Total city/town tax rate	<u>1.7231</u>	<u>1.6231</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>zero</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**Town of Queen Creek  
Revenues other than property taxes  
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
<b>General Fund</b>			
<b>Local taxes</b>			
City Sales Tax	\$ 44,520,829	\$ 45,806,415	\$ 51,610,384
Construction Sales Tax	16,991,250	18,117,724	14,647,709
<b>Licenses and permits</b>			
Business Licenses	90,000	90,000	90,000
Liquor License	10,500	10,500	13,000
Building Revenue	5,740,000	10,040,000	8,568,600
<b>Intergovernmental</b>			
State Sales Tax	10,039,900	9,969,500	11,032,900
Urban Revenue Sharing	18,692,200	18,764,434	16,116,742
<b>Charges for services</b>			
Recreation User Fees	1,151,500	1,151,500	2,030,040
Fleet Charges Internal	446,800	600,000	700,000
<b>Interest on investments</b>			
Interest Income	3,707,500	3,707,500	4,503,923
<b>Miscellaneous</b>			
Telecommunications	175,000	175,000	175,000
Building Lease Revenue			92,680
Signage Revenue			25,000
Gas Franchises	135,000	135,000	200,000
Cable Licenses	360,000	360,000	
Government Agency Reimbursement			390,000
Miscellaneous	1,148,140	1,148,140	250,000
Departmental Support Revenue	5,105,923	5,105,923	5,212,736
<b>Total General Fund</b>	<b>\$ 108,314,542</b>	<b>\$ 115,181,636</b>	<b>\$ 115,658,714</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Queen Creek  
Revenues other than property taxes  
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
<b>Special Revenue Funds</b>			
<b>Highway User Revenue Fund</b>			
Highway Users Revenue	\$ 5,271,853	\$ 5,233,400	\$ 5,774,900
Pinal County Taxes	30,000	30,000	40,000
Vehicle License Tax	3,926,600	3,687,100	4,122,400
Grants			362,000
	<u>\$ 9,228,453</u>	<u>\$ 8,950,500</u>	<u>\$ 10,299,300</u>
<b>Municipal Town Center Fund</b>			
City Sales Tax	\$ 1,805,482	\$ 1,410,573	\$ 336,000
Building Lease Revenue	86,384	86,384	
Signage Revenue	20,000	20,000	
	<u>\$ 1,911,866</u>	<u>\$ 1,516,957</u>	<u>\$ 336,000</u>
<b>Construction Sales Tax Fund</b>			
Construction Sales Tax	\$ 16,991,250	\$ 18,117,724	\$ 14,647,709
	<u>\$ 16,991,250</u>	<u>\$ 18,117,724</u>	<u>\$ 14,647,709</u>
<b>Grants and Contingency Fund</b>			
Grants	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>	<u>\$ 5,000,000</u>
<b>Parks Development Fund</b>			
Development Impact Fees	\$ 4,700,000	\$ 6,400,000	\$ 6,754,606
Interest Income	500,000	377,295	903,257
	<u>\$ 5,200,000</u>	<u>\$ 6,777,295</u>	<u>\$ 7,657,863</u>
<b>Town Buildings &amp; Vehicle Fund</b>			
Interest Income	51,000	1,000	
	<u>\$ 51,000</u>	<u>\$ 1,000</u>	
<b>Transportation Development Fee Fund</b>			
Development Impact Fees	\$ 3,300,000	\$ 5,600,000	\$ 4,912,828
Interest Income	320,000	267,621	655,703
	<u>\$ 3,620,000</u>	<u>\$ 5,867,621</u>	<u>\$ 5,568,531</u>
<b>Library Development Fee Fund</b>			
Development Impact Fees	\$ 120,000	\$ 35,000	\$
Interest Income	60,000	54,212	
	<u>\$ 180,000</u>	<u>\$ 89,212</u>	<u>\$</u>
<b>Public Safety Development Fee Fund</b>			
Development Impact Fees	\$ 1,000,000	\$ 1,500,000	\$ 1,473,020
Interest Income	25,000	56,828	90,571
	<u>\$ 1,025,000</u>	<u>\$ 1,556,828</u>	<u>\$ 1,563,591</u>
<b>Street Light Improvement Districts</b>			
Miscellaneous	200,000	200,000	
	<u>\$ 200,000</u>	<u>\$ 200,000</u>	<u>\$</u>
City Sales Tax	\$ 5,565,104	\$ 5,725,802	\$ 6,451,298
Construction Sales Tax	2,123,906	2,264,716	1,830,964
County Island Fire District	2,238,852	2,238,852	2,238,852
Fire Inspections	130,000	130,000	190,000
PSPRS Premium Tax Credit	244,163	317,958	350,000
ROI Utility Revenue	3,834,740	3,834,740	4,000,000
IGA	181,715	181,715	247,244
Charges for Services	265,000	390,000	390,000
Police Department Revenues	34,250	34,250	63,000
Government Agency Reimbursement	15,000	15,000	
Grants			98,628
Miscellaneous	11,500	11,500	15,000
Ambulance Service Revenue	1,900,000	500,000	1,500,000
	<u>\$ 16,544,230</u>	<u>\$ 15,644,533</u>	<u>\$ 17,374,986</u>

**Town of Queen Creek  
Revenues other than property taxes  
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
<b>Fire Development Fee Fund</b>			
Development Impact Fees	\$ 1,800,000	\$ 2,900,000	\$ 2,704,707
Interest Income	60,000	173,316	280,426
	<u>\$ 1,860,000</u>	<u>\$ 3,073,316</u>	<u>\$ 2,985,133</u>
<b>Horseshoe Park &amp; Equestrian Center (HPEC) Fund</b>			
Park Revenues	\$ 1,042,314	\$ 1,042,314	\$ 1,245,129
Sponsorships	320,954	320,954	367,500
Miscellaneous			12,595
	<u>\$ 1,363,268</u>	<u>\$ 1,363,268</u>	<u>\$ 1,625,224</u>
<b>Total Special Revenue Funds</b>	<u>\$ 63,175,067</u>	<u>\$ 68,158,254</u>	<u>\$ 67,058,337</u>
<b>Debt Service Funds</b>			
<b>Special Assessment Fund</b>			
Property Assessments	\$ 1,689,858	\$ 1,689,858	\$ 1,679,273
	<u>\$ 1,689,858</u>	<u>\$ 1,689,858</u>	<u>\$ 1,679,273</u>
<b>Total Debt Service Funds</b>	<u>\$ 1,689,858</u>	<u>\$ 1,689,858</u>	<u>\$ 1,679,273</u>
<b>Capital Projects Funds</b>			
<b>Drainage &amp; Transportation Fund</b>			
Government Agency Reimbursement	\$ 30,000,000	\$ 30,000,000	\$ 10,018,387
Miscellaneous			3,248,430
Interest Income	899,420	899,420	930,359
	<u>\$ 30,899,420</u>	<u>\$ 30,899,420</u>	<u>\$ 14,197,176</u>
<b>General CIP</b>			
Bond/Loan Proceeds	\$ 130,000,000	\$	\$
Interest Income	1,710,000	1,710,000	1,424,711
	<u>\$ 131,710,000</u>	<u>\$ 1,710,000</u>	<u>\$ 1,424,711</u>
<b>Total Capital Projects Funds</b>	<u>\$ 162,609,420</u>	<u>\$ 32,609,420</u>	<u>\$ 15,621,887</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Queen Creek  
Revenues other than property taxes  
Fiscal Year 2025**

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
<b>Enterprise Funds</b>			
<b>Wastewater Fund</b>			
User Fees	\$ 11,705,100	\$ 11,705,100	\$ 12,000,000
Capacity Fees	2,195,990	2,195,990	3,527,514
Miscellaneous	1,311,780	1,311,780	1,416,200
Interest Income	153,200	278,353	629,332
Government Agency Reimbursement	8,500,000	8,500,000	916,992
Bond/Loan Proceeds	6,139,935	6,139,935	
	<u>\$ 30,006,005</u>	<u>\$ 30,131,158</u>	<u>\$ 18,490,038</u>
<b>Water Fund</b>			
User Fees	\$ 29,678,080	\$ 31,413,965	\$ 32,741,000
Capacity Fees	2,684,510	2,684,510	3,889,800
Miscellaneous	533,270	1,046,847	609,500
Interest Income	116,000	65,564	856,582
Government Agency Reimbursement		1,193,610	
Bond/Loan Proceeds	183,420,321	183,420,321	44,559,719
	<u>\$ 216,432,181</u>	<u>\$ 219,824,817</u>	<u>\$ 82,656,601</u>
<b>Solid Waste Fund</b>			
User Fees	4,715,040	5,115,040	5,339,800
Interest Income	14,000	25,011	33,422
Miscellaneous			18,000
	<u>\$ 4,729,040</u>	<u>\$ 5,140,051</u>	<u>\$ 5,391,222</u>
<b>Total Enterprise Funds</b>	<u>\$ 251,167,226</u>	<u>\$ 255,096,026</u>	<u>\$ 106,537,861</u>
<b>Internal service funds</b>			
<b>Healthcare Self-Insurance</b>			
Premiums	\$ 9,531,219	\$ 9,531,219	\$ 11,206,137
Stop Loss Reimbursement	100,000	100,000	100,000
	<u>\$ 9,631,219</u>	<u>\$ 9,631,219</u>	<u>\$ 11,306,137</u>
<b>Total Internal Service Funds</b>	<u>\$ 9,631,219</u>	<u>\$ 9,631,219</u>	<u>\$ 11,306,137</u>
<b>Total All Funds</b>	<u>\$ 596,587,332</u>	<u>\$ 482,366,413</u>	<u>\$ 317,862,209</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Town of Queen Creek**  
**Other financing sources/(uses) and interfund transfers**  
**Fiscal year 2025**

<b>Fund</b>	<b>Other financing 2025</b>		<b>Interfund transfers 2025</b>	
	<b>Sources</b>	<b>(Uses)</b>	<b>In</b>	<b>(Out)</b>
<b>General Fund</b>				
Debt Service	\$	\$	\$	\$ 17,188,618
Infrastructure (CIP)				3,174,228
Emergency Services Fund				28,849,103
Horseshoe Park & Equestrian Center Fund				2,192,075
HURF				
<b>Total General Fund</b>	\$	\$	\$	\$ 51,404,024
<b>Special Revenue Funds</b>				
Library Development Fee Fund	\$	\$	\$	\$ 228,919
Emergency Services Fund			28,849,103	1,503,200
Parks Development				555,713
Public Safety Development Fee Fund				9,172,164
Town Buildings & Vehicles Development Fund				288,982
Fire Development Fee Fund				3,636,773
Transportation Development Fund				5,162,232
Construction Sales Tax				23,554,280
Town Center				331,987
HURF				263,372
Horseshoe Park & Equestrian Center Fund			2,192,075	213,869
<b>Total Special Revenue Funds</b>	\$	\$	\$ 31,041,178	\$ 44,911,491
<b>Debt Service Funds</b>				
Special Assessment Fund	\$	\$	\$	\$
Debt service			23,397,502	
<b>Total Debt Service Funds</b>	\$	\$	\$ 23,397,502	\$
<b>Capital Projects Funds</b>				
Transportation CIP	\$	\$	\$ 20,765,835	\$
General CIP	140,000,000		95,986,220	74,875,220
<b>Total Capital Projects Funds</b>	\$ 140,000,000	\$	\$ 116,752,055	\$ 74,875,220
<b>Enterprise Funds</b>				
Water Fund	\$	\$	\$	\$ 12,667,402
Water Capacity				3,214,303
Water CIP			3,691,003	
Water Debt			12,190,702	
Sewer / Wastewater Fund				7,002,148
Sewer / Wastewater Capacity				860,411
Sewer / Wastewater CIP			6,534,316	
Sewer / Wastewater Debt			1,328,243	
<b>Total Enterprise Funds</b>	\$	\$	\$ 23,744,264	\$ 23,744,264
<b>Total All Funds</b>	\$ 140,000,000	\$	\$ 194,934,999	\$ 194,934,999

**Town of Queen Creek  
Expenditures/expenses by fund  
Fiscal year 2025**

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
<b>General Fund</b>				
Town Council	\$ 493,552	\$	\$ 493,552	\$ 518,649
Town Manager	1,283,132	23,471	1,306,603	1,248,854
Legal Services	945,000		945,000	1,039,500
Town Clerk	382,805		382,805	410,751
Finance	3,568,836	(62,565)	3,506,271	4,017,988
Human Resources	1,130,617	113,808	1,244,425	1,447,107
Information Technology	8,422,333	(16,809)	8,405,524	9,235,264
Community Services	6,846,508	1,521,499	8,368,007	14,290,955
Economic Development	1,357,471	(99,800)	1,257,671	1,548,518
Development Services	5,506,652	89,498	5,596,150	4,895,867
Public Works	14,934,203	3,289,838	18,224,041	21,487,701
Centralized Services	6,743,000	(3,100,685)	3,642,315	3,342,954
<b>Total General Fund</b>	<b>\$ 51,614,109</b>	<b>\$ 1,758,255</b>	<b>\$ 53,372,364</b>	<b>\$ 63,484,108</b>
<b>Special revenue funds</b>				
HURF	\$ 9,472,169	\$ 483,051	\$ 9,955,220	\$ 10,780,558
Municipal Town Center Fund	1,580,060		1,580,060	433,000
Streetlight Improvement District	232,059		232,059	240,070
Grants & Contingency Fund	23,000,000	(2,504,222)	20,495,778	47,600,000
Parks Development Fund	80,000	12,328	92,328	
Town Buildings & Vehicles Fund				
Transportation Development Fund	125,000	12,328	137,328	
Library Development Fund	20,000		20,000	
Public Safety Development Fund	40,000	12,328	52,328	
Fire Development Fund	40,000	12,328	52,328	
Emergency Services Fund	49,140,464	8,216,547	57,357,011	58,641,531
Horseshoe Park & Equestrian Fund	3,057,934	133,451	3,191,385	3,603,430
LTAf				
Community Events Fund				
<b>Total special revenue funds</b>	<b>\$ 86,787,686</b>	<b>\$ 6,378,139</b>	<b>\$ 93,165,825</b>	<b>\$ 121,298,589</b>
<b>Debt service funds</b>				
Debt Service Fund	\$ 27,864,091	\$ (5,697,972)	\$ 22,166,119	\$ 23,397,502
Special Assessment Fund	1,689,858	46,847	1,736,705	1,679,273
<b>Total debt service funds</b>	<b>\$ 29,553,949</b>	<b>\$ (5,651,125)</b>	<b>\$ 23,902,824</b>	<b>\$ 25,076,775</b>
<b>Capital projects funds</b>				
Drainage & Transportation	\$ 141,905,241	\$ (1,574,841)	\$ 140,330,400	\$ 159,695,173
General CIP	220,815,292	(99,195)	220,716,097	152,841,329
Carryforward Allowance			(132,624,261)	
<b>Total capital projects funds</b>	<b>\$ 362,720,533</b>	<b>\$ (1,674,036)</b>	<b>\$ 228,422,236</b>	<b>\$ 312,536,502</b>
<b>Enterprise funds</b>				
<b>Sewer/Wastewater Funds</b>				
Sewer Operating	\$ 13,366,151	\$ (3,543,739)	\$ 9,822,412	\$ 12,017,933
Sewer Capacity	50,000	7,268	57,268	50,000
Sewer Capital	25,893,739	(589,654)	25,304,085	24,978,630
Carryforward Allowance			(17,527,322)	
Sewer Debt	2,757,506		2,757,506	1,328,243
<b>Subtotal enterprise funds</b>	<b>\$ 42,067,396</b>	<b>\$ (4,126,125)</b>	<b>\$ 20,413,949</b>	<b>\$ 38,374,806</b>
<b>Water Funds</b>				
Water Operating	\$ 44,876,994	(7,854,916)	37,022,078	47,814,228
Water Capacity	50,000	7,268	57,268	50,000
Water Capital	221,677,639	11,471,877	233,149,516	86,295,442
Carryforward Allowance			(40,162,460)	
Water Debt	12,633,376		12,633,376	12,190,701
<b>Subtotal Water</b>	<b>\$ 279,238,009</b>	<b>\$ 3,624,229</b>	<b>\$ 242,699,778</b>	<b>\$ 146,350,371</b>
<b>Solid Waste Fund</b>				
Solid Waste	\$ 5,408,098	\$ (309,337)	\$ 5,098,761	\$ 5,410,177
<b>Subtotal Solid Waste</b>	<b>\$ 5,408,098</b>	<b>\$ (309,337)</b>	<b>\$ 5,098,761</b>	<b>\$ 5,410,177</b>
<b>Total Enterprise Funds</b>	<b>\$ 326,713,503</b>	<b>\$ (811,233)</b>	<b>\$ 268,212,488</b>	<b>\$ 190,135,354</b>
<b>Internal service funds</b>				
Medical Self-Insurance	\$ 9,731,219	\$	\$ 9,731,219	\$ 11,306,137
<b>Total internal service funds</b>	<b>\$ 9,731,219</b>	<b>\$</b>	<b>\$ 9,731,219</b>	<b>\$ 11,306,137</b>
<b>Total all funds</b>	<b>\$ 867,120,999</b>	<b>\$ (0)</b>	<b>\$ 676,806,956</b>	<b>\$ 723,837,465</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



**Town of Queen Creek  
Expenditures/expenses by department  
Fiscal year 2025**

<b>Department/Fund</b>	<b>Adopted budgeted expenditures/ expenses</b>	<b>Expenditure/ expense adjustments approved</b>	<b>Actual expenditures/ expenses*</b>	<b>Budgeted expenditures/ expenses</b>
	<b>2024</b>	<b>2024</b>	<b>2024</b>	<b>2025</b>
<b>Town Council</b>				
General Fund	\$ 493,552		493,552	518,649
<b>Town Council Total</b>	<b>\$ 493,552</b>	<b>\$</b>	<b>\$ 493,552</b>	<b>\$ 518,649</b>
<b>Town Manager</b>				
General Fund	\$ 1,283,132	23,471	1,306,603	1,248,854
<b>Town Manager Total</b>	<b>\$ 1,283,132</b>	<b>\$ 23,471</b>	<b>\$ 1,306,603</b>	<b>\$ 1,248,854</b>
<b>Legal Services</b>				
General Fund	\$ 945,000		945,000	1,039,500
<b>Legal Services Total</b>	<b>\$ 945,000</b>	<b>\$</b>	<b>\$ 945,000</b>	<b>\$ 1,039,500</b>
<b>Town Clerk</b>				
General Fund	\$ 382,805		382,805	410,751
<b>Town Clerk Total</b>	<b>\$ 382,805</b>	<b>\$</b>	<b>\$ 382,805</b>	<b>\$ 410,751</b>
<b>Finance</b>				
General Fund	\$ 3,568,836	(62,565)	3,506,271	4,017,988
<b>Finance Total</b>	<b>\$ 3,568,836</b>	<b>\$ (62,565)</b>	<b>\$ 3,506,271</b>	<b>\$ 4,017,988</b>
<b>Community Services</b>				
General Fund	\$ 6,846,508	1,521,499	8,368,007	14,290,955
Parks Development Fund	80,000	12,328	92,328	
Library Development Fund	20,000		20,000	
<b>Community Services Total</b>	<b>\$ 6,946,508</b>	<b>\$ 1,533,827</b>	<b>\$ 8,480,335</b>	<b>\$ 14,290,955</b>
<b>Development Services</b>				
General Fund	\$ 5,506,652	89,498	5,596,150	4,895,867
<b>Development Services Total</b>	<b>\$ 5,506,652</b>	<b>\$ 89,498</b>	<b>\$ 5,596,150</b>	<b>\$ 4,895,867</b>
<b>Public Works</b>				
General Fund	\$ 14,934,203	3,289,838	18,224,041	21,487,701
HURF	9,472,169	483,051	9,955,220	10,780,558
Solid Waste Fund	5,408,098	(309,337)	5,098,761	5,410,177
Transportation Development Fund	125,000	12,328	137,328	
Drainage & Transportation Fund	141,905,241	(1,574,841)	140,330,400	159,695,173
Carryforward Allowance			(74,863,077)	
<b>Public Works Total</b>	<b>\$ 171,844,711</b>	<b>\$ 1,901,039</b>	<b>\$ 98,882,673</b>	<b>\$ 197,373,609</b>
<b>Human Resources</b>				
General Fund	\$ 1,130,617	113,808	1,244,425	1,447,107
<b>Human Resource Total</b>	<b>\$ 1,130,617</b>	<b>\$ 113,808</b>	<b>\$ 1,244,425</b>	<b>\$ 1,447,107</b>
<b>Information Technology</b>				
General Fund	\$ 8,422,333	(16,809)	8,405,524	9,235,264
<b>Information Technology Total</b>	<b>\$ 8,422,333</b>	<b>\$ (16,809)</b>	<b>\$ 8,405,524</b>	<b>\$ 9,235,264</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Town of Queen Creek  
Expenditures/expenses by department  
Fiscal year 2025**

<b>Department/Fund</b>	<b>Adopted budgeted expenditures/ expenses</b>	<b>Expenditure/ expense adjustments approved</b>	<b>Actual expenditures/ expenses*</b>	<b>Budgeted expenditures/ expenses</b>
	<b>2024</b>	<b>2024</b>	<b>2024</b>	<b>2025</b>
<b>Economic Development</b>				
General Fund	\$ 1,357,471	(99,800)	1,257,671	1,548,518
Municipal Town Center Fund	1,580,060		1,580,060	433,000
Horseshoe Park Fund	3,057,934	133,451	3,191,385	3,603,430
<b>Economic Development Total</b>	<b>\$ 5,995,465</b>	<b>\$ 33,651</b>	<b>\$ 6,029,116</b>	<b>\$ 5,584,948</b>
<b>Emergency Management Services (EMS)</b>				
Emergency Services Fund	\$ 49,140,464	8,216,547	57,357,011	58,641,531
Public Safety Development Fund	40,000	12,328	52,328	
Fire Development Fund	40,000	12,328	52,328	
<b>EMS Total</b>	<b>\$ 49,220,464</b>	<b>\$ 8,241,203</b>	<b>\$ 57,461,667</b>	<b>\$ 58,641,531</b>
<b>Utilities Department</b>				
Sewer Utility Fund	\$ 13,366,151	(3,543,739)	9,822,412	12,017,933
Sewer Capacity Fund	50,000	7,268	57,268	50,000
Sewer Capital Fund	25,893,739	(589,654)	25,304,085	24,978,630
Sewer Debt Fund	2,757,506		2,757,506	1,328,243
Carryforward Allowance - Sewer CIP			(17,527,322)	
Water Operating Fund	44,876,994	(7,854,916)	37,022,078	47,814,228
Water Capacity Fund	50,000	7,268	57,268	50,000
Water Capital Fund	221,677,639	11,471,877	233,149,516	86,295,442
Water Debt Fund	12,633,376		12,633,376	12,190,701
Carryforward Allowance - Water CIP			(40,162,460)	
<b>Utilities Department Total</b>	<b>\$ 321,305,405</b>	<b>\$ (501,896)</b>	<b>\$ 263,113,727</b>	<b>\$ 184,725,177</b>
<b>Centralized Service / General Operations</b>				
General Fund	\$ 6,743,000	(3,100,685)	3,642,315	3,342,954
General CIP	220,815,292	(99,195)	220,716,097	152,841,329
Carryforward Allowance			(57,761,184)	
Grants & Contingency Fund	23,000,000	(2,504,222)	20,495,778	47,600,000
Streetlight Improvement Districts	232,059		232,059	240,070
Special Assessments Fund	1,689,858	46,847	1,736,705	1,679,273
Debt Service Fund	27,864,091	(5,697,972)	22,166,119	23,397,502
Healthcare / Self-Insurance	9,731,219		9,731,219	11,306,137
<b>Centralized Svcs / General Ops. Total</b>	<b>\$ 290,075,519</b>	<b>\$ (11,355,227)</b>	<b>\$ 220,959,108</b>	<b>\$ 240,407,265</b>
<b>Total All Departments</b>	<b>\$ 867,120,999</b>	<b>\$</b>	<b>\$ 676,806,956</b>	<b>\$ 723,837,465</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

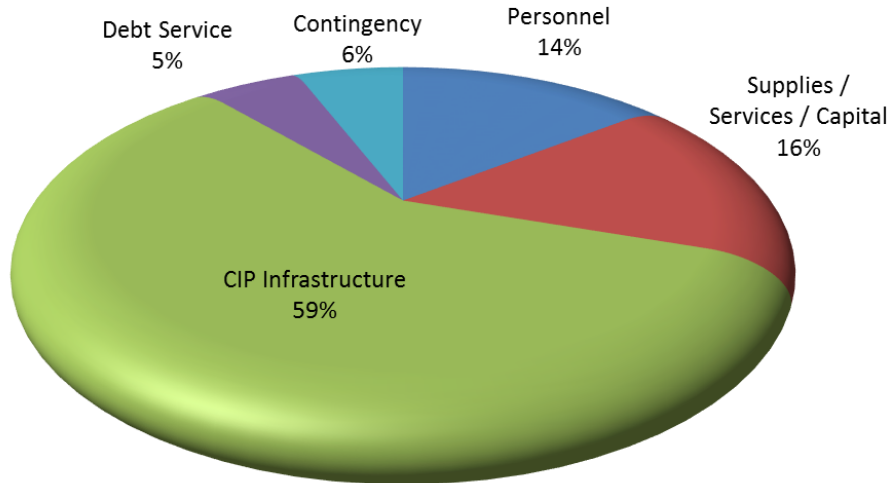
**Town of Queen Creek  
Full-time employees and personnel compensation  
Fiscal year 2025**

Fund	Full-time equivalent (FTE) 2025	Employee salaries and hourly costs 2025	Retirement costs 2025	Healthcare costs 2025	Other benefit costs 2025	Total estimated personnel compensation 2025
<b>General Fund</b>	259.91	\$ 24,669,844	\$ 2,229,224	\$ 2,337,198	\$ 2,441,463	\$ 31,677,729
<b>Special revenue funds</b>						
Emergency Services	275.00	\$ 34,839,319	\$ 2,970,512	\$ 2,741,788	\$ 2,920,426	\$ 43,472,045
HPEC	8.00	756,592	89,094	88,630	83,017	1,017,333
HURF	23.00	1,868,335	199,543	234,552	175,565	2,477,995
<b>Total special revenue funds</b>	<b>306.00</b>	<b>\$ 37,464,246</b>	<b>\$ 3,259,149</b>	<b>\$ 3,064,970</b>	<b>\$ 3,179,008</b>	<b>\$ 46,967,373</b>
<b>Capital projects funds</b>						
CIP	17.00	\$ 2,686,178	\$ 292,022	\$ 255,494	\$ 221,183	\$ 3,454,877
<b>Total capital projects funds</b>	<b>17.00</b>	<b>\$ 2,686,178</b>	<b>\$ 292,022</b>	<b>\$ 255,494</b>	<b>\$ 221,183</b>	<b>\$ 3,454,877</b>
<b>Enterprise funds</b>						
Sewer Utility Fund	6.00	\$ 881,047	\$ 106,731	\$ 100,669	\$ 90,170	\$ 1,178,617
Water Fund	64.50	7,634,168	883,543	911,664	743,671	10,173,046
Solid Waste Fund	5.00	263,518	32,263	56,010	26,546	378,337
<b>Total enterprise funds</b>	<b>75.50</b>	<b>\$ 8,778,733</b>	<b>\$ 1,022,537</b>	<b>\$ 1,068,343</b>	<b>\$ 860,387</b>	<b>\$ 11,730,000</b>
<b>Total all funds</b>	<b>658.41</b>	<b>\$ 73,599,001</b>	<b>\$ 6,802,932</b>	<b>\$ 6,726,005</b>	<b>\$ 6,702,041</b>	<b>\$ 93,829,979</b>



# Total Appropriations Schedule

FY 2024/25 Adopted Budget \$723.8M  
by Category



FY 2024/25 Total Appropriations - Budget by Fund

	General Fund	EMS Fund	HURF	HPEC	Enterprise	Special Revenue	Capital	Debt	Healthcare	Grand Total
<b>Sources</b>										
Local Sales Tax	\$ 51,610,384	\$ 6,451,298	\$ -	\$ -	\$ -	\$ 336,000	\$ -	\$ -	\$ -	\$ 58,397,682
Construction Sales Tax	14,647,709	1,830,964	-	-	-	14,647,709	-	-	-	31,126,382
State Shared Revenue	27,149,642	-	9,897,300	-	-	-	-	-	-	37,046,942
Property Tax	-	13,920,642	-	-	-	-	-	-	-	13,920,642
Charges for Services	16,804,056	8,386,852	40,000	1,610,639	51,819,400	-	-	-	11,206,137	89,867,084
License & Fees	103,000	-	-	-	-	-	-	-	-	103,000
Franchise Fees	200,000	-	-	-	-	-	-	-	-	200,000
Special Assessments	-	-	-	-	-	-	-	1,679,273	-	1,679,273
Interest Income	4,503,923	-	-	-	1,519,336	1,929,957	2,355,070	-	-	10,308,286
Capacity Fees	-	-	-	-	7,417,314	-	-	-	-	7,417,314
Impact Fees	-	-	-	-	-	15,845,161	-	-	-	15,845,161
Other	640,000	705,872	362,000	14,585	45,781,811	5,000,000	153,266,817	-	100,000	205,871,085
<b>Total Revenues</b>	<b>\$ 115,658,714</b>	<b>\$ 31,295,628</b>	<b>\$ 10,299,300</b>	<b>\$ 1,625,224</b>	<b>\$ 106,537,861</b>	<b>\$ 37,758,827</b>	<b>\$ 155,621,887</b>	<b>\$ 1,679,273</b>	<b>\$ 11,306,137</b>	<b>\$ 471,782,851</b>
Transfers In	-	28,849,103	-	2,192,075	23,744,264	-	116,752,055	23,397,502	-	194,934,999
<b>Total Sources</b>	<b>\$ 115,658,714</b>	<b>\$ 60,144,731</b>	<b>\$ 10,299,300</b>	<b>\$ 3,817,299</b>	<b>\$ 130,282,125</b>	<b>\$ 37,758,827</b>	<b>\$ 272,373,942</b>	<b>\$ 25,076,775</b>	<b>\$ 11,306,137</b>	<b>\$ 666,717,850</b>
<b>Uses</b>										
Personnel	31,677,729	43,472,045	2,477,995	1,017,333	11,730,000	-	3,454,877	-	10,567,137	104,397,116
Supplies & Services	23,844,267	14,671,437	7,640,463	1,562,152	35,941,980	5,515,070	1,008,206	-	739,000	90,922,575
Capital	7,962,112	498,049	662,100	1,023,945	28,812,669	158,000	64,449,158	-	-	103,566,033
Debt Service	-	-	-	-	13,518,944	-	-	25,076,775	-	38,595,719
Contingency / Carryforward	-	-	-	-	100,131,761	42,600,000	243,624,261	-	-	386,356,022
<b>Total Expenses</b>	<b>\$ 63,484,108</b>	<b>\$ 58,641,531</b>	<b>\$ 10,780,558</b>	<b>\$ 3,603,430</b>	<b>\$ 190,135,354</b>	<b>\$ 48,273,070</b>	<b>\$ 312,536,502</b>	<b>\$ 25,076,775</b>	<b>\$ 11,306,137</b>	<b>\$ 723,837,465</b>
Transfers Out	51,404,024	1,503,200	263,372	213,869	23,744,264	42,931,050	74,875,220	-	-	194,934,999
<b>Total Uses</b>	<b>\$ 114,888,132</b>	<b>\$ 60,144,731</b>	<b>\$ 11,043,930</b>	<b>\$ 3,817,299</b>	<b>\$ 213,879,618</b>	<b>\$ 91,204,120</b>	<b>\$ 387,411,722</b>	<b>\$ 25,076,775</b>	<b>\$ 11,306,137</b>	<b>\$ 918,772,464</b>
Change in Fund Balance	\$ 770,582	\$ -	\$ (744,630)	\$ -	\$ (83,597,493)	\$ (53,445,293)	\$ (115,037,780)	\$ -	\$ -	\$ (252,054,614)