TOWN OF QUEEN CREEK ARIZONA

AGENDA
Queen Creek Town Council Regular Session
December 2, 2026 | 6:30 PM
Community Chambers
20727 E Civic Parkway

Notice of Regular Meeting and Possible Executive Session of the Town Council: 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 the Town Council will hold a Regular Meeting at the date and time noted above. The Town Council may vote during the meeting to enter into Executive Session, which will not be open to the public, for legal advice and discussion with the Town Attorney(s) regarding any item(s) on the agenda. The Town Council and staff may participate in the meeting in person, telephonically, or electronically. The presiding officer may modify the order of agenda items and/or address items in a sequence deemed appropriate. Physical access to the meeting space will be available one-hour prior to the meeting start time.

Public Comment: Residents are welcome to address their comments in-person by submitting a Request to Speak/Comment Card prior to the start of the meeting and handing it to the Clerk. When called upon, you will receive 3-minutes to speak. If unable to attend in-person, you may submit your comment regarding a matter within the Town of Queen Creek's jurisdiction or for any item listed under the consent agenda, public hearing, and/or final action. Only one (1) comment per person, per agenda item will be accepted. Online comments received by 5:00 PM on the day of the meeting will be entered into the meeting's official record. http://www.queencreekaz.gov/ WatchMeetings.

Members of the public body may not discuss or take action on matters raised during the public comment that are not specifically identified on the agenda. Pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.

Accessibility: The Town of Queen Creek is committed to making its public meetings accessible to individuals with disabilities. Council Meetings are live-streamed and are accessible through the Town's website. For special accommodation requests, email the Town Clerk's Office at TownClerk@QueenCreekAZ.gov or contact the Arizona Relay Service at 7-1-1 at least 72-hours prior to the meeting.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **INVOCATION / MOMENT OF SILENCE**
5. **CEREMONIAL MATTERS** *(Presentations, Proclamations, Awards, Guest Introductions and Announcements)*

   A. Presentation of Queen Creek Global JustServe City Recognition

6. **COMMITTEE REPORTS**

   A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to 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.

7. **PUBLIC COMMENT**

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 minutes from the November 18, 2026 Special Meeting and Regular Meeting of the Queen Creek Town Council.

B. Consideration and possible approval of Expenditures over $75,000 and items that are of Public Policy and Interest, pursuant to Town Purchasing Policy and to authorize the purchase from a new awarded vendor/contract based on the expiration of the current contract and authorize the purchase from another approved vendor/contract based on availability and price. (FY26/27 Budget Items)

1. Dell - Dell Hardware Lease Agreements; As-Needed Peripheral Computer Equipment Purchases: Additional spending authority request of $150,000. Council previously approved $315,000 on June 3, 2026. This request will increase spending authority by $150,000 for a total of $465,000. (Information Technology)
2. Consultant Engineering, Inc (CEI) - Amendment #2 to Project Task Order #5 for Lead Inspector Services: Additional spending authority request of $25,000. Town Manager previously approved $74,976.64 on June 3, 2026. This request will increase spending authority by $25,000 for a total of $99,976.64. (Development Services)
3. Michael Baker Intl. - Project Order 03 for Townwide Stormwater Facilities Mapping and Inventory Efforts Needed to Satisfy MS4/AZPDES Permit Requirements: $209,141 (CIP)
4. Kimley-Horn & Associates - Project Order 17 for design services for fiber optic cable installations at various new locations within the Town: $99,690 (CIP)

C. Consideration and possible approval of the Economic Development Commission Work Plan for FY26-27.

D. Consideration and possible approval of two-year contracts with Apache Sands Service Center, Valley Express Towing, Evan's Towing & Recovery, LLC, and Emergency Transport & Towing, LLC, for towing and vehicle storage services on an as-needed basis, for terms beginning January 11, 2027, and expiring January 10, 2029, with up to two (2) additional two-year renewal options, in an amount not to exceed $15,000. (FY 26/27 Budgeted Item)

E. Consideration and possible approval of Delegation Resolution #1695-26 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 Field Operations Facility (FOF) Public Works project (Project #MF032) for a total amount of $497,850. (FY 27 Budgeted Item)

9. PUBLIC HEARING CONSENT AGENDA

A. Consideration and possible recommendation of approval on a new Series 7 Beer & Wine Bar Liquor License application submitted by Adam James Ford on behalf of Desert Birdie Golf located at 18318 E Chandler Heights Road, Suite 106/107, Queen Creek.

B. A CONTINUANCE TO THE JANUARY 20, 2027, TOWN COUNCIL MEETING HAS BEEN REQUESTED. Public hearing and possible action on Ordinance 899-26, The Union PAD Rezone (P25-0095), a request by Jagger Everett (Creation) for a PAD Rezone from Mixed-Use (MU) Planned Area Development (PAD) to MU PAD for an approximate 25-acre mixed-use development consisting of commercial retail, office, hotel, and multi-family residential, located at the southwest corner of Queen Creek and Ellsworth roads.

10. ITEMS FOR DISCUSSION *(These items are for Town Council discussion only and no action or public comments will be taken.)*

A. Presentation and discussion regarding various telecommunication investments and improvements in the Town over the last year.

B. MyMeter AMI Data Portal

11. FINAL ACTION

A. Consideration and possible approval of Resolution 1694-26 of the Mayor and Common Council of the Town of Queen Creek, Arizona, declaring a need and necessity and a public purpose; approving, authorizing and directing the Town Manager, Town Attorney and Town Clerk to take any and all action necessary; and to sign any and all documents; and to pay any and all costs or fees in order to acquire interest in real and/or personal property located along Rittenhouse Road at Hawes Road, and along Hawes Road to Queen Creek Road, in Sections 8 and 17, Township 2 South Range 7 East, from owners and Maricopa County Assessor parcels listed on Exhibit A attached hereto, and their successors in interest, through gift or purchase or eminent domain and identifying the real and personal property as necessary for roadway improvements for the Hawes Road: Rittenhouse Road to Jude Drive Project (CIP Project A0401) in an amount not to exceed $110,683 which is budgeted in the FY2026-27 capital program.

B. Consideration and possible approval of the FY 25-26 budget adjustments and cash transfers of previously incurred expenses of $40,523,856 accounted for in Water/Wastewater funds into newly created Water Resources funds related to debt service expenses, water credit purchases and water project expenses. Debt transfers and asset transfers budget adjustments of $279,077,999 between Water/Wastewater funds and Water Resources funds are also required to move associated net assets and net liabilities into the Water Resources funds.

C. Consideration and possible approval to payoff the existing $33 million interfund loan from the General Fund to the Water Operating Fund and approve Resolution 1693-26 authorizing a FY 25-26 5-year interfund loan in the amount of $42 million to the Water Resources Operating Fund from the General Fund to address the June 30, 2026 cash deficit in the Water Resources Fund and FY 26-27 budget adjustments.

D. Consideration and possible adoption of Resolution 1682-26 approving the form and authorizing the execution and delivery of a Second Amendment to the Lease-Purchase Agreement and a second supplement to the Trust Agreement with respect to the Town of Queen Creek, Arizona Certificates of Participation, Series 2026; Authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and ratifying all actions taken to further this resolution; Further approving FY 25-26 transfers and budget adjustments related to the sale, execution and delivery of Certificates of Participation in the amount of $244,375,000, a $90,000,000 WIFA loan and subsequent payment for 1.2 M acre-feet of water.

12. ADJOURNMENT

5.A

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

FROM:

RE: PRESENTATION OF QUEEN CREEK GLOBAL JUSTSERVE CITY RECOGNITION

DATE: December 2, 2026

8.A

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 MINUTES FROM THE NOVEMBER 18, 2026 SPECIAL MEETING AND REGULAR MEETING OF THE QUEEN CREEK TOWN COUNCIL.**
DATE:	**December 2, 2026**

Suggested Action:

Approve the 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. SPCL Minutes 11-18-26.pdf
2. RS Minutes.pdf

MINUTES
Queen Creek Town Council
Community Chambers
20727 E Civic Parkway

Special Meeting and Possible Executive Session – November 18, 2026| 5:30 p.m.

1. CALL TO ORDER

The meeting was called to order by Mayor Wheatley at 5:31 p.m.

2. ROLL CALL

PRESENT:
Julia Wheatley, Mayor
Bryan McClure, Vice Mayor (Remote)
Robin Benning, Council Member
Jeff Brown, Council Member
Leah Martineau, Council Member
Dawn Oliphant, Council Member
Travis Padilla, Council Member

3. REQUEST FOR EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE FOLLOWING:

Ironwood Conference Room | Community Chambers

A. Discussion and consultation with the Town's attorneys for legal advice and with the Town's attorneys and Town's representatives regarding the Town's Harquahala Valley groundwater acquisition, delivery and infrastructure strategies and obligations including long-term financing strategies and contractual obligations, capital cost recovery, debt service agreements, and related legal and contractual parameters of associated utility rates, fees and charges. A.R.S. § 38-431.03(A)(3), (4) & (7)

MOTION:	**To adjourn to executive session**
RESULT:	**Approved unanimously (7-0)**
MOVER:	**Robin Benning, Council Member**
SECONDER:	**Jeff Brown, Council Member**
AYES:	Julia Wheatley, Robin Benning, Jeff Brown, Leah Martineau, Bryan McClure, Dawn Oliphant, Travis Padilla

4. ADJOURNMENT

The meeting was adjourned by Mayor Wheatley at 5:32 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 Minutes of the November 18, 2026 Special Meeting and Possible Executive 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: _____

MINUTES
Town Council
Municipal Services Building
San Tan Conference Room
22358 S Ellsworth Road
Regular Meeting – November 18, 2026| 6:30 p.m.

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT:
Julia Wheatley, Mayor
Bryan McClure, Vice Mayor (Remote)
Robin Benning, Council Member
Jeff Brown, Council Member
Leah Martineau, Council Member
Dawn Oliphant, Council Member
Travis Padilla, Council Member

3. PLEGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Benning.

4. INVOCATION/MOMENT OF SILENCE

The invocation was given by Kyle Visconti, Executive Pastor, Generation Church.

5. COMMITTEE REPORTS

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to 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.

There were no comments.

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

1. Transportation Advisory Committee (November 12, 2026)

Kerry Thomas, Transportation Advisory Committee Vice Chair, said the Committee met on November 12,2026, where they approved the meeting schedule, selection of Skyler Roussel as Chair and Kerry Thomas as Vice Chair. The Committee received reports on water self-self-sufficiency, the town's trails system, and traffic education enforcement efforts from the police departments. The Committee reviewed upcoming developments within the Town.

2. Mayor's Teen Advisory Committee (November 17, 2026)

Tristan Streeter, Mayor's Teen Advisory Committee Chair, said the Committee met on November 17, 2026, where they received a presentation on the Tree Lighting and Christmas Parade event. The Committee would be assisting with Letters to Santa and judging the parade floats. The Committee received a presentation on a teen mental health initiative and teen programming attendance. The Committee also held a work study session to find ways to increase teen participation in Town programs.

6. PUBLIC COMMENT

Noah James Markham, Tempe, congratulated new elected state representatives. Mr. Markham requested a sign language interpreter on the video feed and public transportation in Queen Creek including paratransit. Mr. Markham spoke about the former internment camps in Arizona.

7. CONSENT AGENDA

A. Consideration and possible approval of the minutes from the November 4, 2026 Special Meeting and Regular Meeting of the Queen Creek Town Council.

B. Consideration and possible approval of Expenditures over $75,000 and items that are of Public Policy and Interest, pursuant to Town Purchasing Policy and to authorize the purchase from a new awarded vendor/contract based on the expiration of the current contract and authorize the purchase from another approved vendor/contract based on availability and price. (FY26/27 Budget Items)

1. Kimley-Horn - Project Order No. 2 for Post-Design and Utility Coordination Services for Chandler Heights Road Improvements between Sossaman and Hawes: $211,970. (CIP)

C. Consideration and possible approval of a three-year cooperative purchase agreement with SHI International Corp. through NASPO Contract CTR072321 and a Microsoft Business License Agreement in an amount not to exceed $1,173,050.22. (FY 27 Budgeted Item)

D. Consideration and possible approval of an Intergovernmental Agreement (IGA) with the Chandler Unified School District for a School Resource Officer (SRO) at Casteel High School. (FY27 Budgeted Item)

E. Consideration and possible approval of Resolution 1683-26 of the Mayor and Common Council of the Town of Queen Creek, Arizona, declaring a need and necessity and a public purpose; approving, authorizing and directing the Town Manager, Town Attorney and Town Clerk to take any and all action necessary; and to sign any and all documents; and to pay any and all costs or fees in order to acquire interest in real and/or personal property located along the Sundance Drive Alignment, from Sossaman Road to Box Canyon, in Section 6, Township 3 South Range 7 East, from owners and Pinal County Assessor parcels listed on Exhibit A attached hereto, and their successors in interest, through gift or purchase or eminent domain and identifying the real and personal property as necessary for roadway improvements for the Box Canyon Water Improvements: Sundance Drive to Box Canyon Project (CIP Project WA310) and authorizing budget adjustments and funding transfers in an amount not to exceed $10,000 if necessary.

Council Member Brown motioned to approve the Consent Agenda; Council Member Benning seconded the motion. The motion carried unanimously 7-0.

8. FINAL ACTION

A. Consideration and possible approval of the Intergovernmental Agreement with Maricopa County regarding court services between the Town of Queen Creek and Maricopa County San Tan Justice Court.

Bruce Gardner, Town Manager, introduced the item and Item 8.B. The Board of Supervisors had moved to terminate the agreement for San Tan Justice Court citing increased expenses and limited resources. Based on the original Police master planning, the Town anticipated establishing its own municipal court. Mr. Gardner reviewed some of the terms of these new agreements to allow us to maintain continuity of service, financial stability, and allow time to determine whether the Town will establish its own municipal court.

Council Member Martineau motioned to approve Item 8.A. Council Member Benning seconded the motion. The motion carried unanimously 7-0.

B. Consideration and possible approval of the Intergovernmental Agreement with Maricopa County regarding Detention services between the Town of Queen Creek and Maricopa County Sheriff's Office.

Council Member Brown motioned to approve Item 8.B. Council Member Oliphant seconded the motion. The motion carried unanimously 7-0.

C. Consideration and possible action on a Memorandum of Understanding between the Town of Queen Creek and Epcor Water Arizona Inc. related to regional cooperative planning and water resource management and further authorizing the Mayor/Town Manager and Town Attorney to negotiate, modify and amend the Memorandum of Understanding consistent with its original intent.

Mayor Wheatley requested Item 8.C be considered after Item 9.E. as it was related.

9. PUBLIC HEARINGS

A. Public Hearing and possible approval of Resolution No. 1691-26 increasing solid waste rates and fees in compliance with State law.

Scott McCarty, Deputy Town Manager and Chief Financial Officer, introduced the public hearing items, reviewed the service map, and reviewed the utility services the Town provides. Mr. McCarty reviewed the impacts on the average single-family home for utility fees. Mr. McCarty noted the San Tan Valley residents who were receiving Epcor wastewater previously were not receiving a credit, but they would be now receiving a credit on their account. Mr. McCarty spoke about the background of the solid waste rate and how the new rate compares to other municipalities. Mr. McCarty spoke about wastewater rates, the recommended changes to each user type, and how each compared to other municipalities.

Mr. McCarty reviewed the water rate increases and the different types of accounts of water only or water and wastewater combined accounts. The size of the lot drives a lot of water usage, and the impact of the new fee is consistent with that. Mr. McCarty reviewed how the rates are compared to other municipalities and how the water resource fee would be utilized. Mr. McCarty spoke about water capacity fee which is associated with new development so that growth pays for growth. Mr. McCarty spoke about the new infrastructure that would be needed, ways that they reduced the fee increase, and changes to the multi-family and large meter fee methodologies.

Council Member Brown asked if the capacity fee would be applied for a new permit and not a resale home.

Mr. McCarty said yes, it would only be for new homes, not existing homes. Mr. McCarty continued the presentation and reviewed the Town's current water portfolio that exists for the Town's current residents. Mr. McCarty reviewed the growth projections and the amount of water that would be needed for the 100-year assured water supply that would be required as a designated water provider. Staff are estimating that additional water would be $220 million and it would be paid from a new water resource fee and a new water resource capacity fee. This allows everyone to pay their fair share over the planning period. This new water resource capacity fee would be used to pay for the water supply and infrastructure necessary to replenish the aquifer. Mr. McCarty spoke about how this would impact water only and combined accounts.

Mr. McCarty introduced the new water resource fee and thanked everyone who provided input on this fee.

Constance Halonen-Wilson, Communications and Marketing Director, reviewed the timeline of the fee and the outreach the Town has conducted. The Town has been making strategic decisions to have water self-sufficiency. Ms. Halonen-Wilson reviewed how many times the online rate calculator has been used, online and print marketing, and in-person meetings for the Town and at HOA's. Staff have also been available during office hour offerings to address individual concerns from residents. Ms. Halonen-Wilson reviewed changes they made to the outreach efforts based on community feedback to ensure all customers are reached so they are aware of the changes and why.

Marc Skocypec, Utilities Director, said this has been a complicated item and thanked Council, the Town Manager, and staff for all their work. Mr. Skocypec thanked the residents for their input and the thoughtful questions and recommendations that created a series of changes to the fee. Mr. Skocypec spoke about water self-sufficiency, the importance of having reliable water under local control, and becoming a designated water provider. Mr. Skocypec reviewed the Town's water portfolio and ways to replenish groundwater. Mr. Skocypec spoke about how the Town has offset the CAGRD fees, the conditions of the Colorado River, and the Harquahala Valley water supply the Town has purchased. The new water portfolio consists of Colorado River water, effluent, groundwater, and Harquahala water. Effluent is very important in the water portfolio, and this is the return of wastewater to the water system. The septic system users do not directly put water back through the sewer system. Mr. Skocypec reviewed the water demand for indoor and outdoor uses and water conservation efforts.

Mr. McCarty said the water resource fee is intended to pay for the costs to replenish the aquifer. The Town engaged a consultant to help create the fee structure. Mr. McCarty reviewed prior Council action related to water purchases and the water resource fee. The funding objectives were to create two new fees to recover all expenses related to replenishing the aquifer, encourage water conservation, be fair and reasonable, address intergenerational equity. Mr. McCarty reviewed changes that were made to the rate such as wastewater credits, septic account credits, eliminated the $40 fee for specific septic customers, flood irrigation exclusion, lakes program exclusion, HOA annual due increase limits, multi-year phasing, and development of a CAGRD reimbursement process. Staff are continuing to investigate irrigation grandfathered rights accounts, water conservation incentive program, and an affordability program. Mr. McCarty spoke about the fee being based on replenishment not consumption, the fee is the same across all accounts, and he noted only the year one fee is being adopted now. The impacts of the new fee vary by account, and the unique results are based on usage, account type, and CAGRD status.

Council Member Padilla said some residents felt that residents have their own costs for their septic tank, and they ask why their cost is higher.

Mr. McCarty said the driving reason for the wastewater credit is they pay a monthly bill to treat the water and replenish the aquifer. Those accounts are already paying to replenish the aquifer and then they are paying for water that does not go through a drain from the water resource fee. For septic tank users, the Town does not give any asset back to replenish the aquifer.

Council Member Martineau left the meeting at 8:02 p.m. and returned at 8:05 p.m.

Council Member Padilla asked if the credit received by septic users is governed by a particular law.

Mr. Skocypec said as part of the designation process the Arizona Department of Water Resources (ADWR) grants applicants an incidental recharge. This is what the Department recognizes due to improvements to the property, and they give an automatic 4% credit back.

Mr. Skocypec said this 4% back is the most the Town can do as a credit because that is what they actually receive. The Town have engaged a consultant to improve the credit amount as they may be able to argue more than 4%. That would then increase the credit for the septic users.

Council Member Padilla said the credit is small to residents but if the water does not go towards replenishing the aquifer in a specific location, they can only give credit to the amount they get back as an asset per ADWR.

Skocypec said yes.

Council Member Padilla asked what laws the Town is restricted by.

Mr. Skocypec said how the 4% gets applied is a policy decision and staff is recommending this credit be applied specifically to septic.

Council Member Oliphant left the meeting at 8:07 p.m. and returned at 8:10 p.m.

Council Member Padilla commented that some septic users feel they had no choice to connect to sewer and now they are being charged more for something they cannot control.

Mr. Skocypec said it is a timing of new development, and many septic users either predate the system, or infrastructure was not available at time of development. There may be opportunities for septic to sewer projects which may be a benefit to customers.

Council Member Padilla noted developers may not have made the extra expense to connect.

Mr. Skocypec said yes, that is possible.

Mr. McCarty continued the presentation and spoke about fee projections for six years and the average bill impacts.

Mayor Wheatley commented the Town started this process of water self-sufficiency over ten years ago. This finite resource would be more difficult and expensive to get in the future. This reduces reliance on Colorado River water, and they have been planning and taking action for over a decade to have a water source that they can control. Mayor Wheatley noted this was a historic water purchase, and they have received a lot of feedback from the community which they really appreciate. Everyone has worked to make fees that are equitable for everyone as best they can while also achieving their goals. Fiscal responsibility is a priority to the Council, and they reduce or eliminate taxes when they can. The water now is costing four times as much as the price the Town bought it for. Growth pays for growth and they are considering the capacity fees and based on the new laws if they do not act tonight, they will not be able to implement these fees for two years. Mayor Wheatley spoke about water conservation, and noted the fee is applied equally across all users. Credits are given based on what the Town receives back. Mayor Wheatley spoke about ways they have saved irrigation users, septic users, HOA's, and Epcor users.

Mayor Wheatley opened the public hearing.

Noah James Markham, Tempe, said the Town has been very engaged and asked why this had not been done earlier. Mr. Markham spoke about the importance of our water resources.

Mayor Wheatley closed the public hearing.

Council Member Padilla asked how many presentations have been had on the water issue.

Ms. Halonen-Wilson said there were upwards of 30 presentations about the water resource fee and there were prior meetings related to the Town's water purchases.

Council Member Brown motioned to approve Item 9.A. Council Member Benning seconded the motion. The motion carried unanimously 7-0.

B. Public Hearing and possible approval of Ordinance No. 902-26 increasing wastewater retail rates in compliance with State law.

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

Council Member Brown motioned to approve Item 9.B. Council Member Martineau seconded the motion. The motion carried unanimously 7-0.

C. Public Hearing and possible approval of Resolution No. 1688-26, increasing water retail rates and fixed charges in compliance with State law.

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

Council Member Brown motioned to approve Item 9.C. Council Member Benning seconded the motion. The motion carried unanimously 7-0.

D. Public Hearing and possible approval of Ordinance No. 901-26 adopting new development water capacity fees.

Mayor Wheatley opened the public hearing.

Lauretta Clark, 7204 W. Sun Dance Dr., said she is a septic user, and with the new fee, her water bill is anticipated to be $400. Ms. Clark said she is not given any rate offset like other users. Arizona laws require just and fair rates and asked what cost data was there to support a higher fee for septic users. Growth is driving the need for these resources so new users should pay a higher share. Ms. Clark asked for substantial credit for septic users otherwise they would have to seek remedies available to them.

Mayor Wheatley closed the public hearing. She noted the fee is specifically for new development so that growth pays for growth.

Council Member Martineau motioned to approve Item 9.D. Council Member Oliphant seconded the motion. The motion carried unanimously 7-0.

E. Public Hearing and possible approval of Ordinance No. 900-26 to establish new Development Water Resource Capacity Fees in compliance with State law and the CAGRD modification and exemption programs.

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

Council Member Martineau motioned to approve Item 9.D. Council Member Benning seconded the motion. The motion carried unanimously 7-0.

8. FINAL ACTION

C. Consideration and possible action on a Memorandum of Understanding between the Town of Queen Creek and Epcor Water Arizona Inc. related to regional cooperative planning and water resource management and further authorizing the Mayor/Town Manager and Town Attorney to negotiate, modify and amend the Memorandum of Understanding consistent with its original intent.

Mayor Wheatley requested Item 8.C be heard.

Mr. Gardner said this would establish a framework for collaborative water and wastewater initiatives between the Town and Epcor. This represents 12,000 water accounts.

Mr. Skocypec this would identify beneficial projects and most importantly this allows negotiations to allow Queen Creek water and Epcor sewer customers to received the same credit as Queen Creek combined accounts.

Mayor Wheatley referred to the Public Comment cards received and called upon the following:

Fay Humpert, 19712 E. Via Park St., said living on an acre lot, they would be paying more and noted the increase fee would be problematic for those on a fixed income.

Cindi Dewine, 24423 S. 211th Pl., asked if the Town or Epcor would be paying for the Epcor user credit. Ms. Dewine spoke about water leaks within the Town, and the Town needs to be diligent about repairing these lines.

Mayor Wheatley asked staff to address the leaks.

Mr. Skocypec said the credits would be a negotiation between the Town and Epcor for how that credit is given.

Council Member Benning said he was pleased with the Town and Epcor negotiating an arrangement to serve the customers in a much more meaningful way.

Council Member Benning motioned to approve Item 8.C. Council Member Padilla seconded the motion. The motion carried unanimously 7-0.

9. FINAL ACTION

F. Public Hearing and possible approval of Resolution No. 1689-26 to establish a new Water Resource Fee in compliance with State law and adopting the Planned Community Policy.

Mayor Wheatley opened the public hearing.

Kim Westberg, 11143 W. Gold Dust Dr., said many are here to speak about the perceived unfairness of the septic users not receiving a discount. Mr. Westberg said everyone should pay the same amount for water and then make effluent a separate issue. The effluent credit should be on the sewer part of the bill so there is no confusion.

Ryan Oster, 20378 E. Pecan Ln., said he has attended three presentations on this issue and became more fearful of the Town's leadership and financial planning. The water rates have stayed the same instead of

changing it, knowing these costs were coming. The Town has offset the CAGRD costs instead of putting that money away for this purchase. Neighboring cities also need more money for water, but they are handling it in different ways such as putting a higher rate on commercial users or moderate rate increases for residential users. Mr. Oster spoke about affordability and the importance of it for voters. Mr. Oster spoke about other projects within the Town.

Josh Allen, 19516 E. Country Meadows Dr., said the Council chose to finance the water purchase with debt but are only now considering how to pay for it. Mr. Allen spoke about the increase to his water bill and how the HOA fees would also increase drastically. Mr. Allen asked how this would impact the neighborhood parks if they cannot afford to maintain them. Mr. Allen spoke about the impact on schools and churches and the continued multifamily and industrial developments in the Town. The fee should be spread equally across all users to lessen the financial burden.

William Farnbach, 41413 N. Ebony St., said he appreciated all the work that had gone into this. Mr. Farnbach asked if this was supposed to be a benefit overtime and what the rates would be if they had done nothing. Mr. Farnbach asked about the replenishment requirements and if there were anticipated legislative changes. Mr. Farnbach appreciated the additional fee for new properties and asked if that would apply if an accessory dwelling unit was added on the property.

Michael McAllister, 4695 E. Shadow Ln., spoke about how the rates do not impact everyone equally and suggested that this should have been a proposition. Mr. McAllister said the Council raised rates in 2025 while additional studies were being completed and noted there was a $32.3 million deficit in the water operating fund. The Town then authorized a loan to cover that deficit. Mr. McAllister spoke about the impacts to HOA's, schools, and septic users and the financial accountability of the Town. Mr. McAllister said they deserve both water and financial security.

Malinda Ertz-Atkins, 21506 E. Pummelos Rd., said she supported the efforts to secure the water future but the fee structure raises concerns of equitable treatment for septic customers. Ms. Ertz-Atkins spoke about ADWR's credit system, and that a study has not been completed to determine exactly how much water returns. Ms. Ertz-Atkins said she would gladly connect to the sewer system to receive the credit. Arizona law requires that rates be just and reasonable.

Carol Baldwin, 24433 S. 201st Pl., said she has a septic system and noted her HOA does not allow desert landscaping because of the ecosystem living in the pecan trees. The community has a well to water those trees but in the summer, she still uses 30,000 gallons. Ms. Baldwin spoke about the projected increase in her bill over the next six years and the impact on the HOA fees as well. Ms. Baldwin asked if there was a plan if the Town must declare bankruptcy over this or if people begin to pull out equity from their homes and leave. Ms. Baldwin asked if grants were sought after and suggested a flat fee or percentage for everyone.

Maria Gonzalez, Town Clerk, said there were multiple written comments received and they would be added to the record (attached).

Council Member Padilla left the meeting at 9:12 p.m. and returned at 9:14 p.m.

Mr. McCarty said they structured the fee to be paid on the replenishment requirement which is gross consumption less the return of amount recovered in the wastewater system. This is why it is not on the wastewater bill.

Mr. McCarty said the $71 million is the value of the CAGRD fees because of the Town using the value of the Town's assets to reduce the CAGRD liability. They did not write checks on behalf of these accounts but rather this is a savings of fees not charged. Mr. McCarty said water replenishment is different than water delivery. For water delivery there is a tiered structure which increases based on usage because it is more expensive to deliver that water. They use a standardized cost for replenishment because it is centered around the purchase of water. The do nothing would be a strategy approach, and the Council made a strategic decision to control the water assets. If an ADU has an additional meter there would be a new capacity fee but if there is not a new meter, then they would pay based on their increased consumption. Mr. McCarty said there was a cash deficit because they started paying on these water resources before this fee had been in place to pay for it. Mr. McCarty said they are always looking for grants but there are no grants that directly apply to this. They did get financing through Water Infrastructure Financing Authority (WIFA) which provided discounted rates for funding. Mr. McCarty noted that LG is responsible for bringing their own water and it does not impact these rates.

Council Member Padilla asked about the multifamily and businesses and if they pay a cheaper rate.

Council Member Benning left the meeting at 9:21 p.m. and returned at 9:23 p.m.

Mr. McCarty said each type of account is paying their fair share and reviewed the fee structure for each.

Council Member Padilla asked about how the aquifer recharge process works and how it is calculated especially for septic users.

Mr. Skocypec said the amount of water that goes into the septic tank is driven by the number of people in the residence. Mr. Skocypec said the average is 50-60 gallons per person per day. When they look at the average demand of water of a septic customer, most of the water is used for outside purposes. The water does go back into the aquifer, but ADWR does not recognize it as an asset the Town can offset replenishment requirements with. To change that, it would require significant changes to the ADWR groundwater code. The Town has a credit that is available and it is being applied directly to septic customers but anything more than that would then shift the cost to other users. Mr. Skocypec said staff is working to get that credit increased by ADWR and if they are successful, it would be brought back to Council. The sewer customers are paying $40 on average for sewer and the average credit those users are receiving on the water side is between $25-$35. These customers are at a net negative then. The septic customers do not have a monthly reoccurring cost for sewer outside of whatever maintenance is required for the year and they receive about a $3 credit per month.

Council Member Padilla said ADWR governs what assets can be counted so they are restricted within those boundaries. The Town would be looking to increase their credit to help septic users offset the fee more.

Mayor Wheatley said this is a replenishment requirement, and they must replenish everything they use. If ADWR does not give a credit, then there is no credit that the Town can extend.

Mayor Wheatley closed the public hearing.

Vice Mayor McClure thanked all of the feedback received from the water customers and staff for addressing those concerns. They have secured a water source that other organizations will have to pay much more. Vice Mayor McClure said he appreciated the fact that growth will continue to pay for the growth and for the time to adjust to the fee over the next few years. Reducing their reliance on the Colorado River and CAGRD will save them money in the future.

Council Member Benning thanked the residents for attending and they are listening to their concerns. Council Member Benning spoke about the Groundwater Act and the water that is needed to replenish that resource. Council Member Benning spoke about the water sources for other municipalities, and many are now trying to purchase water like Queen Creek except those entities are paying much more for it. Council Member Benning spoke about the capacity fee for new development, so they pay for that growth and the importance of water conservation.

Council Member Brown said the Council must look at the services they have to offer and then endeavor to offer those at the lowest cost possible. Very few of the costs that go into providing water are outside of the Town's control. They were able to secure WIFA loans which cost less than other types of loans. Council Member Brown said they have worked to make the rates as fair as possible, so one group is not subsidizing another. The Town's costs have increased, and they have to pass on those costs to the users. Council Member Brown thanked everyone for their input and through their input the fees and program is better than when it started.

Council Member Martineau said they have been discussing water for many years, and the Council tries to make decisions for Queen Creek. It is unfortunate that water is political and they had the opportunity to purchase water at Harquahala. Other communities would face tough decisions as well and it would not be cheaper in the future. This process has gotten better because of the input they have received, and Council is doing what they believe is best. The rates would be evaluated each year.

Council Member Oliphant said water has continued to get more expensive, and the Town acted faster than other communities. They received a good deal because they were the first in Arizona to do something like this. The Council did not take the decision lightly and this gives the Town local control. Council Member Oliphant thanked everyone for their input and encouraged them to stay engaged as the rate will be reviewed again next year. The replenishment requirement is outside of the Town's control, but they have tried to make the best path forward. Council Member Oliphant encouraged everyone to review their water bills to see if there are ways to conserve. Council Member Oliphant spoke about her personal review of her water bill and finding an individual plan to mitigate those costs.

Council Member Padilla said high costs and concerns over affordability are the primary concerns. Council Member Padilla said inflation and overspending at the federal level has increased costs in many everyday aspects. The Colorado River water continues to have cuts and the impacts to Arizona. Council Member Padilla spoke about their alternative options and spoke about staff sourcing a water source that they can have control of. Council Member Padilla said they got the best water deal available, and the value has more than doubled but since they were first, they now have to address their fees before other communities. Council Member Padilla said this was the best path moving forward as they will have control over their water supply with a guaranteed 100-year supply.

Mayor Wheatley spoke about Council's commitment to the water users and thanked everyone for their input and work on this issue.

Council Member Brown motioned to approve Item 9.F. Council Member Benning seconded the motion. The motion carried unanimously 7-0.

ADJOURNMENT

The meeting was adjourned by Mayor Wheatley at 10:03 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 November 18, 2026 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:_____

Submission #	5271817
IP Address	[redacted]
Submission Recorded On	11/18/2026 1:52 pm
Time to Take Survey	1 minute, 53 seconds

Page 1

*** Full Name**

Darron Anglin

*** Address**

4056 E. Meadow Creek Way
Queen Creek 85140

*** Email**

darron.anglin@gmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 12:00 am

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

8

*** Position**

Oppose

*** Comment**

I understand that increased fees may be necessary to ensure adequate water supplies for the Town's water service area and its water customers. I was served by H2O, Inc. for many years, and we had no choice when the Town of Queen Creek purchased that company. We are now connected to the Town of Queen Creek's water system, so decisions regarding water rates and fees impact all of us. My comment concerns the wastewater credit being provided to households connected to Queen Creek's sewer system. I am served by EPCOR, so my wastewater is not treated by the City of Mesa and is not used by the Town of Queen Creek to produce reclaimed water. Since the Town purchased H2O, Inc., one of my biggest concerns has been that customers who live outside the Town's incorporated limits would eventually be treated differently and end up paying higher bills. Providing a credit to households connected to the wastewater system effectively does just that. While the water charges may be the same for everyone, providing a credit to only certain customers has the same practical effect as charging different rates. I have never encountered a utility that provides a credit on a customer's sewer bill simply because that customer is connected to the wastewater system that supplies reclaimed water. This is not a common industry practice, and in this case, it creates a financial benefit for customers within the Town who are connected to its sewer system that is not available to other water customers. If we are all part of the same water system and subject to the same water resource fees, then we should be treated equally. Finally, is the proposed water resource fee intended to be permanent, or will it be eliminated once the debt associated with acquiring the water rights has been paid off?

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5272134
IP Address	[redacted]
Submission Recorded On	11/18/2026 3:28 pm
Time to Take Survey	4 minutes, 47 seconds

Page 1

*** Full Name**

Bonnie Budworth

*** Address**

20912 E Orion Way
Queen Creek 85142

*** Email**

bonniebudworth@gmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 6:32 am

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

9F

*** Position**

Oppose

*** Comment**

Raising our water rates to this extent will force many to leave QC. Property values will plummet. We cannot afford to double or triple our water bill. Please do not pass this plan. We are on a fixed income.

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5272279
IP Address	[redacted]
Submission Recorded On	11/18/2026 4:21 pm
Time to Take Survey	8 minutes, 25 seconds

Page 1

*** Full Name**

Anthony Chavez

*** Address**

3898 E Rousay Dr
San Tan Valley 85140

*** Email**

chavezrn80@gmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 6:30 pm

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

1689-26

*** Position**

Oppose

*** Comment**

As a North San Tan Valley resident whose water service was transferred from H20 Inc. to the Town of Queen Creek, I am urging the Council to delay adoption or revise this fee structure so it does not unfairly penalize non-Town sewer customers. Under the current proposal, customers on Town sewer receive a 40% residential wastewater credit ($1.23 per 1,000 gallons), while residents on private sewer (like EPCOR) receive zero credit and septic homeowners receive only a minimal $0.25 per 1,000 gallons credit. For my household and thousands of neighbors in North San Tan Valley: We already pay a separate monthly sewer bill (~$67/month) to EPCOR and have zero legal or physical ability to switch to Queen Creek sewer. • By Year 6 of the Town's projections, private-sewer and septic homeowners will pay more than double what Town sewer customers pay for the exact same water resource charge ($138/month vs. $57/month on average), alongside steep annual increases to fixed monthly base fees. Local San Tan Valley HOAs also rely on Queen Creek water for parks and greenbelts, meaning these uncredited fees will force HOA dues higher across our neighborhoods. Under A.R.S. § 9-511.01, municipal water rates must be just, reasonable, and grounded in equitable cost-of-service principles. Charging outside residents and septic owners more than double for the exact same water-based on a wastewater service boundary we cannot control-is fundamentally inequitable. Please pause this vote until Queen Creek, EPCOR, and the Town of San Tan Valley establish a fair credit mechanism for non-Town sewer accounts.

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5272288
IP Address	[redacted]
Submission Recorded On	11/18/2026 4:30 pm
Time to Take Survey	2 minutes, 1 second

Page 1

*** Full Name**

Sabrina Chavez

*** Address**

3898 E Rousay Dr
San Tan Valley 85140

*** Email**

lc4sc526@gmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 6:30 pm

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

1689-26

*** Position**

Oppose

*** Comment**

As a North San Tan Valley resident whose water service was transferred from H20 Inc. to the Town of Queen Creek, I am urging the Council to delay adoption or revise this fee structure so it does not unfairly penalize non-Town sewer customers. Under the current proposal, customers on Town sewer receive a 40% residential wastewater credit ($1.23 per 1,000 gallons), while residents on private sewer (like EPCOR) receive zero credit and septic homeowners receive only a minimal $0.25 per 1,000 gallons credit. For my household and thousands of neighbors in North San Tan Valley: We already pay a separate monthly sewer bill (~$67/month) to EPCOR and have zero legal or physical ability to switch to Queen Creek sewer. • By Year 6 of the Town's projections, private-sewer and septic homeowners will pay more than double what Town sewer customers pay for the exact same water resource charge ($138/month vs. $57/month on average), alongside steep annual increases to fixed monthly base fees. Local San Tan Valley HOAs also rely on Queen Creek water for parks and greenbelts, meaning these uncredited fees will force HOA dues higher across our neighborhoods. Under A.R.S. § 9-511.01, municipal water rates must be just, reasonable, and grounded in equitable cost-of-service principles. Charging outside residents and septic owners more than double for the exact same water-based on a wastewater service boundary we cannot control-is fundamentally inequitable. Please pause this vote until Queen Creek, EPCOR, and the Town of San Tan Valley establish a fair credit mechanism for non-Town sewer accounts.

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5272222
IP Address	[redacted]
Submission Recorded On	11/18/2026 3:57 pm
Time to Take Survey	4 minutes, 43 seconds

Page 1

*** Full Name**

Robert Chiste

*** Address**

20848 E Raven Ct
Queen Creek 85142

*** Email**

bulldog13617@gmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 3:00 pm

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

Water

*** Position**

Oppose

*** Comment**

I want to know why after promising LG between 600 million to 1 billion gallons we residents need to foot the bill for this added resource to be shipped in. Why couldn't the billion dollar company pay for this infrastructure and the water they use be from harquahala? I feel this was a bad deal and you all now see the mistake. This will sink property values and raise rates on just more than water.

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5271952
IP Address	[redacted]
Submission Recorded On	11/18/2026 2:38 pm
Time to Take Survey	2 minutes, 20 seconds

Page 1

*** Full Name**

Ben Cloud

*** Address**

20549 E GErmann RD
Queen Creek 85142

*** Email**

pastorcloud@me.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 12:00 am

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

Water Fee

*** Position**

Oppose

*** Comment**

From what I can tell HOA water fees will go up double with in three years and probably all also double also your HOA bill, if not in the first, then within three years. Schools are already struggling financially and their water will go up. When school charge more to cover that home taxes will go up. Churches water will go up - to maintain the landscaping requirements the city has on commercial properties. Farms who produce local farm fresh food not on flood irrigation will be penalized unless they get an exemption. People who have lived in the city and bought large properties because they loved the rural charm will be punished severely as well - unless all the 1-5 acre lots are also grandfathered in. The houses that are on septic will not credit back even. though they are putting their water back into the water table and eventually into the aquifers. Farms that tried to conserve water by not doing flood irrigation rather but instead use drip will find their water going up thousdans of dollars, unless exempted. How will the city decide which acre+ properties will be exempt and while will not. Small mom and pop businesses will be much more severely impacted than large corporations that can easily absorb the costs. Finally, the poorest of the poor in our neighborhoods will have their water go up - so the developers and large corporations can rob the righteous to gain their silver of profits from the common man - while they do have impact fees - the ones already here will bear the heavier weights. From what I can tell our repurposed water goes to a plant in Gilbert and Queen creek provides water for Gilbert and we in turn get credits - but we are providing water for others and somehow buying water for ourselves - and if the QC has already taken over one well, when will they come for your well by imminent domain. When will we all be forced off of our wells and into the city system?

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Town of QUEEN CREEK Arizona

Maria Gonzalez <maria.gonzalez@queencreekaz.gov>

Public Comment — Nov. 18 Water Resource Fee (Resubmitted)

Catie Esposito <catiet23@gmail.com> Wed, Nov 18, 2026 at 7:11 PM
To: TownClerk@queencreekaz.gov, towncouncil@queencreekaz.gov

Note: I originally sent this comment at 12:47 p.m. today to PublicComment@QueenCreekAZ.gov, the address listed in the Town's agenda for written public comments. It was returned as undeliverable because that mailbox does not exist. I am resubmitting it here to the Town Clerk and Town Council. The comment itself follows, unchanged.

Mayor Wheatley and Council Members,

My name is Catie Esposito. I live in the Rancho Jardines area of Queen Creek. I'm a Town water customer on a septic system. I don't have an HOA, and I don't use flood irrigation.

I attended the November 4 presentation, and households like mine were never really addressed. The examples were a sewer customer getting the wastewater credit, HOAs with greenbelts, and irrigation users. I'm none of those. So on November 7 I asked in person, and I did get numbers — and they are the reason I'm writing.

Here are my real numbers. In a normal month we use about 20,000 gallons. Your representative looked at my bill — 21,000 gallons — and estimated this fee would add about $20 to $30 a month. This summer we used roughly 44,000 to 65,000 gallons a month, so at summer usage that increase scales up sharply. The Town's example is based on 10,000 gallons. My household is not that example.

As a septic customer, my credit is about $3. That is the 4% incidental-recharge credit, and your representative confirmed it applies to septic homes. Sewer customers get $12 to $25. He said the Town hopes to raise ours to maybe $4 or $5 — explicitly not to sewer levels — because, in the Town's accounting, septic gives it no countable recharge return. My household's water goes back into the ground on my own lot, but that counts for $3.

That audit he prescribed has now happened. On November 10 two Town workers tested my meter: it still moved with the house shut off and with the landscaping shut off. They measured 90 psi at both hose bibs — above the 80 psi line your representative gave me — and traced the leak to my landscaping main valve, the irrigation backflow preventer, which weeps from its fittings. Their report recommends replacing the valves, and I am fixing it. The drip line has burst repeatedly at this pressure — repaired again and again, and now it can't be used at all. It has to be replaced just three years after it was installed. A fee built on months when Town-measured pressure of 90 psi was pushing water through a failing valve punishes people for a failure they could not see from a bill alone.

I'm asking you not to adopt this fee on November 18 until septic households are actually modeled and given a fair, clearly explained credit. Please publish examples for a septic home at real usage levels — 20,000 and 50,000 gallons — so families like mine can see the true cost before you vote.

I understand the Town has to secure water for the long term. I'm asking that the cost be shared fairly, and that the customers with the fewest options aren't put on the highest track by default.

Thank you,
Catie Esposito
18550 E. Via de Arboles, Queen Creek, AZ 85142

Submission #	5272244
IP Address	[redacted]
Submission Recorded On	11/18/2026 3:45 pm
Time to Take Survey	28 minutes, 10 seconds

Page 1

*** Full Name**

Leah Hamman

*** Address**

19130 S 198th Ct
Queen Creek 85142

*** Email**

hammanteam@cox.net

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 12:00 am

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

9

*** Position**

Oppose

*** Comment**

While the water rate increases may be tolerable the first year, my concern is for where this is headed with the 6-year rate increase plan proposed. I have used the calculator the town provided and it indicates in 6-years my home's water bill will reach $1,500 A MONTH. That is a home mortgage payment & not sustainable! My husband & I have no kids so only the 2 of us consuming minimal water in the home, live in a track subdivision, have a grass front yard & part of our backyard, we have a pool & a small garden, & our home is on septic. We do not have irrigation on our acre lot. We consume less than the average family in our subdivision with us being only a family of 2. I can't imagine what that monthly water bill would be like for a larger family or for those who raise animals. The proposed increases are NOT sustainable & will cause families to lose their homes & have to move. My husband & I are financially stable yet this would be a tremendous financial burden not sustainable for most families. Why not have new developments coming in that will be demanding more water shelter the burden if they want to develop in QC rather than burdening existing local families with intolerable fee hikes?! There has to be another way rather than running out local families. Please find another way!

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5272342
IP Address	[redacted]
Submission Recorded On	11/18/2026 4:54 pm
Time to Take Survey	4 minutes, 50 seconds

Page 1

* **Full Name**

Kasandra McKinney

* **Address**

4944 East Rousay Drive
Queen Creek 85140

* **Email**

ladychesher@yahoo.com

* **Type of Meeting**

Town Council

* **Meeting Date**

11/18/2026 11:39 am

* **Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

* **Agenda Item #**

Water rate

* **Position**

Oppose

* **Comment**

When this plan for water was first put forward we were told our rates wouldn't go up. Now you want them to sky rocket. Why are you putting this on the residents when it's YOU'RE poor planning that has gotten us here.. you keep letting builders & businesses build KNOWING we don't have the water for it.. & then charging more to people who are in septic but have absolutely NO infastructure to connect to to not be on septic.. I am beyond livid at the whole destruction of our area, and then being penalized monetarily for your incompetence.

* **Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5272270
IP Address	[redacted]
Submission Recorded On	11/18/2026 4:17 pm
Time to Take Survey	6 minutes, 58 seconds

Page 1

*** Full Name**

Tyler Mussro

*** Address**

18545 E Chandler Heights Rd
Queen Creek 85142

*** Email**

tjmussro@gmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 12:00 am

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

9

*** Position**

Oppose

*** Comment**

Mayor Wheatley and Town Council Members, I wanted to express my frustration with the proposed water rate increases, especially how they affect homeowners like myself with larger properties, flood irrigation, and septic systems. My family lives on approximately 2.5 acres in Queen Creek, and I have a hard time understanding how the Town considers these increases fair to existing residents. I understand the need to secure water for the future, but these new fees could nearly double my monthly water bill, with more increases planned over the coming years. My biggest concern is how septic homeowners are being treated. Homes connected to Town sewer would receive a 40% credit toward the new fee, while those of us on septic receive significantly less. I paid for my septic system, maintain it at my own expense, and don't use the Town's sewer infrastructure. Septic systems also return water to the ground, so why are we being penalized for not being connected to sewer? I also appreciate the Council's discussion about excluding flood irrigation water from these fees and hope that remains part of the final proposal. Larger agricultural properties are part of Queen Creek's history, and it seems like maintaining them is becoming increasingly expensive as the Town grows. Lastly, why are existing homeowners being asked to shoulder so much of the cost of continued development? Are the impact fees being charged to new developments truly covering their share of the additional water resources needed? I'm not against responsible growth or planning for our future water needs. I just don't believe this proposal is fair to existing homeowners, particularly those of us on septic. I respectfully ask the Council to vote against the proposed rate structure and reconsider how these costs are being passed along to residents. Thank you, Tyler Mussro Queen Creek Resident

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5272164
IP Address	[redacted]
Submission Recorded On	11/18/2026 3:36 pm
Time to Take Survey	2 minutes, 57 seconds

Page 1

*** Full Name**

Shanda Newsam

*** Address**

43703 North Coyote Road
San Tan Valley 85140-8941

*** Email**

chambersshanda@aol.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 6:00 pm

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

1689-26

*** Position**

Oppose

*** Comment**

Subject: Opposition to Queen Creek Water Rate Increase Dear Mayor and Town Council Members, I strongly oppose the proposed water rate increase. Longtime residents should not be responsible for funding the continued residential, commercial, and industrial growth the Town keeps approving, especially when many residents have voiced opposition to these developments. Growth should pay for growth. Why should existing homeowners bear the financial burden of expanding infrastructure to accommodate developments the Town continues to approve? Developers and commercial projects should be responsible for their fair share of these costs, not residents who have lived here for years. As a horse property owner, water is essential for caring for my animals, not a luxury. Many established properties require higher water usage because of livestock. We should not be penalized for maintaining the properties and lifestyles we had long before the surrounding development. Additionally, many of us maintain our own private septic systems at our own expense. We are responsible for repairs, maintenance, and replacement without assistance from the Town. These costs should be considered when evaluating the financial burdens placed on residents. I ask the Town to be transparent about how much of this proposed increase is related to new development, how much developers are contributing, and why existing residents are being expected to absorb these costs. Maintaining existing infrastructure is one thing. Making longtime residents subsidize the Town's continued growth is another. The Town should prioritize protecting its existing residents instead of continually approving development and passing the financial consequences on to us. I urge the Council to reject this increase and require growth to pay for growth. Sincerely, A Concerned Longtime Resident and Horse Property Owner

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5272111
IP Address	[redacted]
Submission Recorded On	11/18/2026 3:20 pm
Time to Take Survey	6 minutes, 34 seconds

Page 1

*** Full Name**

Melanie Rettler

*** Address**

20134 East Ryan Road
Queen Creek 85142

*** Email**

melanie.rettler@gmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 6:30 pm

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

9F 1689-26

*** Position**

Oppose

*** Comment**

I formally oppose approval of the proposed water resource fee and request postponement of the vote. I also request a temporary suspension of new discretionary development approvals dependent upon the disputed water allocations, to the extent legally permissible, until the following questions are resolved. WHO WAS THE WATER PURCHASED FOR? The Town must clearly establish whether its Harquahala water acquisitions were intended for: Existing residents; Future development; or Both existing residents and future development. If purchased for existing residents, will that supply remain committed to their needs, or will it also support future development? If purchased for future development, why should existing residents finance the additional supply? If purchased for both, exactly how many acre-feet and how much of the associated financing costs are allocated to each? DID EXISTING RESIDENTS ALREADY HAVE AN ASSURED WATER SUPPLY? If Queen Creek already possessed sufficient 100-year assured water supplies for existing customers, what additional requirement justified these purchases? Will previously committed water supplies or replenishment capacity now become available for future development? WHERE IS THE FINANCIAL JUSTIFICATION? The Town must disclose the complete acquisition and financing costs, including interest, debt schedules, infrastructure expenses, and the allocations between existing customers and future development. Where is the completed analysis demonstrating that purchasing these rights immediately was more economical than waiting 5, 7, 10, or 20 years? What alternatives were evaluated, including accelerated repayment, development-funded acquisition costs, and potential sale or transfer of excess water rights? WHERE ARE THE COMPLETED SUPPORTING STUDIES? The Town's published notice identifies financial studies prepared by Stantec, including cash-flow projections. Residents must have access to these studies, their underlying assumptions, and time to evaluate them.

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5271501
IP Address	[redacted]
Submission Recorded On	11/18/2026 11:54 am
Time to Take Survey	1 minute, 41 seconds

Page 1

*** Full Name**

Alyson Rodriguez

*** Address**

5664 W Sun Dance Dr
Queen Creek 85144

*** Email**

arrodr1@hotmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 12:00 am

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

N/A

*** Position**

Oppose

*** Comment**

Town council members, As a life-long resident of Queen Creek, I am writing to ask you to find an alternative way to secure our towns water resources. The proposed fees will impact myself and my family in a profoundly negative way. While we live on acreage and are on septic, our landscaping is desert xeriscape and water wise. However, the fees proposed would mean a change in our lifestyle and in how our home would look as the landscaping we have would most likely need to be removed or left to die without water. I have been in my current home for 20 years. The proposed fees would mean a drastic financial burden on my family and of those in our community. I implore you find alternative means and not punish those that have been founding members of our beloved town. Thank you, Alyson Rodriguez

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5257060
IP Address	[redacted]
Submission Recorded On	11/10/2026 9:13 am
Time to Take Survey	1 minute, 22 seconds

Page 1

*** Full Name**

Matthew Schlenker

*** Address**

19750 E Via Del Palo
Queen Creek 85142

*** Email**

mjschl@gmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 12:00 am

*** Is your comment related to an Agenda Item for Action or General Comment?**

Agenda Item for Action

*** Agenda Item #**

8.F

*** Position**

Oppose

*** Comment**

Dear Mayor and Town Council, I am writing about the proposed water rate changes ahead of the November 18 hearing. Please include this comment in the written record. I support securing Queen Creek's water future, but I ask you to keep the Tier 3 residential water rate at its current $3.40 per 1,000 gallons - or lower it - rather than raising it to $4.00. Queen Creek's identity is agricultural. This town grew up around farms, citrus groves, and flood-irrigated lots, and that heritage is still visible in neighborhoods like mine, where residents maintain large yards with mature fruit trees. Many of us grow the same citrus, figs, pomegranates, and stone fruit that built this town's reputation. Raising Tier 3 by 18% while cutting Tiers 1 and 2 shifts the burden squarely onto the households that preserve that character. I would ask the Council to consider three things: 1. The resource fee already falls hardest on high-volume users. Because it is charged per gallon, large-lot households will pay far more of it in absolute dollars than anyone else. A Tier 3 increase on top of that is a double penalty on the same water. 2. Not all high water use is waste. There is a real difference between water sprayed on ornamental turf and water sustaining productive fruit trees. Conservation policy should distinguish between the two, not treat them the same. 3. Food-producing landscapes are part of the town's brand. Queen Creek markets its agricultural roots - the Olive Mill, the farms, the harvest festivals. Penalizing the residents who keep backyard agriculture alive works against that identity. Please keep Tier 3 where it is, or better yet, recognize productive agricultural-residential use in the rate design. Thank you for your time. Sincerely, Matthew Schlenker 19750 E Via Del Palo, Queen Creek, AZ 85142 Parcel 304-68-407

*** Compensation Disclosure (For Zoning Ordinance Public Hearings Only. A.R.S. § 9-462.04)**

I have not received compensation for my testimony or public comment.

Submission #	5271588
IP Address	[redacted]
Submission Recorded On	11/18/2026 12:22 pm
Time to Take Survey	8 minutes, 57 seconds

Page 1

*** Full Name**

Carlyn Sikes

*** Address**

20330 E Happy Road
Queen Creek 85142

*** Email**

carlyneileen@hotmail.com

*** Type of Meeting**

Town Council

*** Meeting Date**

11/18/2026 6:30 pm

*** Is your comment related to an Agenda Item for Action or General Comment?**

General Comment (Item is NOT on the Agenda)

*** Comment**

I left comments with regard to the increase in the water. Cost increases can be unavoidable but had concerns that those of us with septic systems hadn't been considered prior to it being brought to the attention of this water council. I am also concerned that there are no meaningful water conservation efforts being considered. Especially with regard to the incessant building that continues. My 1-1/2 acre property houses desert plants and trees (creosote, texas sage, mesquite, palo verde, ironwood trees) that I don't water. They are sustainable. No grass or non-native plants. There should be some credit given for that. No swimming pool. This is a desert and should be treated as such. I do have livestock that needs water to drink. Even there the only water waste is when I forget to turn off the hose which is infrequent. There is no concrete outside of my house construction so the water from the rain or that which is dumped from the horse water buckets goes directly back into the ground. My property and those like mine should be given credit for this in addition to our septic systems and the fact that we have our own trash companies that we pay for. My only bill through town of queen creek is water. This decision as to costs and credits needs to be given more time with true consideration for that which I have listed here.

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 OVER $75,000 AND ITEMS THAT ARE OF PUBLIC POLICY AND INTEREST, PURSUANT TO TOWN PURCHASING POLICY AND TO AUTHORIZE THE PURCHASE FROM A NEW AWARDED VENDOR/CONTRACT BASED ON THE EXPIRATION OF THE CURRENT CONTRACT AND AUTHORIZE THE PURCHASE FROM ANOTHER APPROVED VENDOR/CONTRACT BASED ON AVAILABILITY AND PRICE. (FY26/27 BUDGET ITEMS)

DATE: December 2, 2026

Suggested Action:

To approve the Expenditures over $75,000 and items that are of Public Policy and Interest, pursuant to Town Purchasing Policy and to authorize the purchase from a new awarded vendor/contract based on the expiration of the current contract and authorize the purchase from another approved vendor/contract based on availability and price.

Discussion:

The following items being requested are budgeted in FY26/27

1. Dell - Dell Hardware Lease Agreements; As-Needed Peripheral Computer Equipment Purchases: Additional spending authority request of $150,000. Council previously approved $315,000 on June 3, 2026. This request will increase spending authority by $150,000 for a total of $465,000. (Information Technology)
2. Consultant Engineering, Inc (CEI) - Amendment #2 to Project Task Order #5 for Lead Inspector Services: Additional spending authority request of $25,000. Town Manager previously approved $74,976.64 on June 3, 2026. This request will increase spending authority by $25,000 for a total of $99,976.64. (Development Services)
3. Michael Baker Intl. - Project Order 03 for Townwide Stormwater Facilities Mapping and Inventory Efforts Needed to Satisfy MS4/AZPDES Permit Requirements: $209,141 (CIP)
4. Kimley-Horn & Associates - Project Order 17 for design services for fiber optic cable installations at various new locations within the Town: $99,690 (CIP)

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is $483,831. Funds have been identified within the line item budget as approved by Council in the FY26/27 budget or subsuquently approved by Council.

Attachment(s):

1. Expenditures Over $75,000.pdf

Attachment: Expenditures $75,000 and Over
Budgeted in Fiscal Year 26/27
December 2, 2026

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact $	Procurement Method	Alternative
1	Dell	Dell Hardware Lease Agreements; As-Needed Peripheral Computer Equipment Purchases	Contract spending authority for the annual computer hardware lease agreements to address IT computer refresh policy, and purchase peripheral computer equipment including docking stations, monitor equipment and power supplies. (FY27 Budgeted Item)	Information Technology	Additional spending authority request of $150,000. Council previously approved $315,000 on June 3, 2026. This request will increase spending authority by $150,000 for a total of $465,000.	State Contract #CTR068890	Council may choose not to approve this spending authority request and forgo refreshing a portion of the Town's computer fleet on an annual basis. Council may choose to approve an early buyout on the lease agreements already in place, and proceed with purchase option rather than lease. Council may choose to direct IT staff to pursue doing business with an alternative vendor.
2	Consultant Engineering, Inc. (CEI)	Amendment #2 to Project Task Order #5 for Lead Inspector Services	Contract spending authority for consulting services for inspections for evenings, nights, and weekends or as needed.	Development Services	Additional spending authority request of $25,000. Town Manager previously approved $74,976.64 on June 3, 2026. This request will increase spending authority by $25,000 for a total of $99,976.64.	Town Contract #2022-005	Council may choose not to approve the expenditure at this time which will result in overtime expenses for the department.
3	Michael Baker Intl.	Project Order 03 for Townwide stormwater facilities mapping and inventory efforts needed to satisfy MS4/AZPDES permit requirements	Contract spending authority for Project Order 03 for Townwide stormwater facilities mapping and inventory efforts needed to satisfy MS4/AZPDES permit requirements	CIP	$209,141	Town contract 2022-066	Council may choose not to approve the expenditure at this time which will prevent completion of design and may delay the project.
4	Kimley-Horn & Associates	Project Order 17 for design services for fiber optic cable installations at various new locations within the Town.	Project Order 17 for design services for fiber optic cable installations at various new locations within the Town.	CIP	$99,690	Town contract 2022-022	Council may choose not to approve the expenditure at this time which will prevent completion of design and may delay the project.

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

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

RE: **CONSIDERATION AND POSSIBLE APPROVAL OF THE ECONOMIC DEVELOPMENT COMMISSION WORK PLAN FOR FY26-27.**

DATE: **December 2, 2026**

Suggested Action:

Move to approve the FY26-27 Economic Development Commission Work Plan.

Discussion:

A provision of the Council adopted bylaws for the Economic Development Commission calls for the consideration and approval of the annual work plan by the Town Council.

The proposed FY26-27 Economic Development Commission Work Plan was developed to ensure that key initiatives of the Economic Development Strategic Plan, Town Center Plan and the Town's Corporate Strategic Plan are achieved. The items were discussed with the Economic Development Commission members at the October 28, 2026 meeting and recommended for approval.

PROPOSED FY26-27 Work Plan:

1. Work with staff to implement recommendations outlined in the updated Economic Development Strategic Plan.
2. Work with staff to implement recommendations outlined in the Tourism Strategic Plan.
3. Work with staff to implement recommendations in the Town Center/Downtown Core Plan and provide feedback on Downtown Core projects as appropriate.
4. Provide input and recommendations on new Arts and Placemaking programs/projects that may benefit Queen Creek as outlined in the Arts and Placemaking Master Plan.
5. Participate in the General Plan Update process. Review Major General Plan Amendments as appropriate.
6. Provide input on educational updates to be shared at the quarterly meetings to keep Commission informed on different issues, programs and development.

Alternatives:

The Town Council could direct staff to work with the Commission to amend the proposed work plan.

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 TWO-YEAR CONTRACTS WITH APACHE SANDS SERVICE CENTER, VALLEY EXPRESS TOWING, EVAN'S TOWING & RECOVERY, LLC, AND EMERGENCY TRANSPORT & TOWING, LLC, FOR TOWING AND VEHICLE STORAGE SERVICES ON AN AS-NEEDED BASIS, FOR TERMS BEGINNING JANUARY 11, 2027, AND EXPIRING JANUARY 10, 2029, WITH UP TO TWO (2) ADDITIONAL TWO-YEAR RENEWAL OPTIONS, IN AN AMOUNT NOT TO EXCEED $15,000. (FY 26/27 BUDGETED ITEM)**

DATE: **December 2, 2026**

Suggested Action:

Staff recommends approval of two-year contracts with Apache Sands Service Center, Valley Express Towing, Evan's Towing & Recovery, LLC, and Emergency Transport & Towing, LLC, for towing and vehicle storage services on an as-needed basis, for terms beginning January 11, 2027, and expiring January 10, 2029, with up to two (2) additional two-year renewal options, in an amount not to exceed $15,000 (FY 26/27 budgeted item).

Relevant Council Goal(s):

1. Safe Community (Public Safety)
2. Effective Government (Financial Stability)

Discussion:

Procurement process

On September 3, 2026, staff issued Request for Proposal No. 27-001 for towing and vehicle storage services to support Police operations and Townwide fleet needs in accordance with Town purchasing policies and procedures. The Town received eight proposals by the September 30, 2026, deadline. A five-member evaluation committee reviewed and scored the proposals based on the requirements and evaluation criteria established in the RFP.

Operational Need

The Town relies on towing contractors for frequent, time-sensitive support. During the past year, the Police Department used towing services nearly 1,500 times, an average of more than 100 service requests per month. Police-related tows are most often associated with calls for service involving traffic crashes, traffic stops, and driving under the influence (DUI) arrests. The contracts also support abandoned, disabled, impounded, confiscated, and evidence vehicles; special events; roadside assistance; and Town-owned vehicles and equipment.

Rotation Structure

Staff recommends a rotation system of four qualified contractors. A four-firm rotation distributes demand, provides access to multiple fleets and storage facilities, and supports timely scene clearance when towing demand is high. The awards are non-exclusive, and the Town retains the right to modify the rotation structure when necessary to protect service quality and operational continuity.

The contracts provide the following core services:

- Police-directed towing, vehicle recovery, impound services, accident scene cleanup, and temporary traffic clearance.
- Towing, storage, and release of abandoned, disabled, impounded, confiscated, and evidence vehicles.
- Roadside assistance, special-event support, off-road recovery, vehicle relocation, and other special circumstances.
- Towing, transportation, and recovery of Town-owned vehicles and equipment.

Service Standards and Oversight

Services must be available 24 hours a day, seven days a week, including holidays. For light- and medium-duty towing within Town boundaries, the first requested tow unit must arrive within 30 minutes. When a multiple-vehicle incident requires additional units, the second and any additional tow units must arrive within 45 minutes of dispatch.

Contractors must provide next-business-day reports for the prior 24-hour period, including dispatch and arrival times, vehicle information, tow location, and storage location. Town staff will also conduct periodic performance meetings to review response times, clarify expectations, and address service concerns. Contractors must maintain secure, Town-approved storage and provide after-hours access or vehicle-release response within one hour.

Pricing and Payment

The Town established fixed rates for the principal towing, storage, and related service categories based on a market analysis of comparable public entities. All awarded firms must charge the same approved rates. The base total tow fee is $114 for vehicles under 12,500 pounds gross vehicle weight and $180 for vehicles from 12,501 through 26,000 pounds. The total tow fee includes dispatch, travel to the scene, the hook fee, site cleanup, transportation to the storage facility, and the first 24 hours of storage. Special-service, after-hours, off-road, and out-of-area charges may apply when the contract conditions are met. At each two-year renewal, the Town may adjust rates based on the Producer Price Index for Truck Transportation (PCU484), using the October-to-October comparison specified in the agreements. Any request above the index-based adjustment must be supported in writing and approved at the Town's sole discretion.

Customer and Town Responsibility

Most service charges are paid directly to the contractor by the individual receiving the service, and the Town is not responsible for a customer's nonpayment. The Town pays for authorized evidence tows, towing of Town-owned vehicles and equipment, and other services specifically ordered and payable by the Town.

Contract Term

Each agreement begins January 11, 2027, and expires January 10, 2029. The Town may renew each contract for up to two additional two-year terms, for a maximum total term of six years. The Town may also unilaterally extend a contract for up to 31 days. Renewal decisions will depend on operational need, contractor performance, and available funding.

Evaluation Result

Based on the committee's comprehensive evaluation, staff recommends contract awards to the four highest-scoring firms:

- Apache Sands Towing
- Valley Express Towing
- Evan's Towing & Recovery, LLC
- Emergency Transport and Towing, LLC

The recommended firms demonstrated the personnel, equipment, storage capacity, and operational support necessary to meet the Town's towing and vehicle storage needs.

Fiscal Impact:

The aggregate amount for Town-paid services under the four contracts will not exceed $15,000 in FY 2026/27. Funding is included in the adopted FY 2026/27 budget. Because most customer-related towing charges are paid directly by the vehicle owner or service recipient, the Town's direct costs are expected to consist primarily of evidence tows, Town fleet towing, and other authorized Town-paid services.

Expenditures in future fiscal years will be subject to available budget authority and annual appropriation.

Alternatives:

1. Council could choose not to approve this agreement. However, the police department would not have the resources necessary to provide these essential services to the community.
2. Council could direct staff to change/modify the proposed agreement or issue a new RFP. However, this would lead to a significant delay or problems providing the appropriate level of service to the community.

Attachment(s):

1. Agreement for Towing and Vehicle Storage Services - Valley Express Towing.pdf
2. Agreement for Towing and Vehicle Storage Services - Evan's Towing & Recovery.pdf
3. Agreement for Towing and Vehicle Storage Services - Emergency Transport and Towing.pdf
4. Agreement for Towing and Vehicle Storage Services - Apache Sands.pdf

TOWN OF QUEEN CREEK

AGREEMENT FOR TOWING AND VEHICLE STORAGE SERVICES

Town Contract Number: _____

This Contract is made and entered into effective as of the _____ day of December, 2026 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Valley Express Towing, an Arizona limited liability company ("Contractor"). Town and Contractor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Town issued a Request for Proposals for Towing and Vehicle Storage Services, RFP No. 27-001, (hereinafter "the RFP"); and,

WHEREAS, Contractor submitted a response to the RFP on or before September 30, 2026 ("Response"); and,

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

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

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

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

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

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

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. FEES

A. Contractor shall charge the rates according to the Rate Schedule set forth in Exhibit B.

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

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

D. Price Adjustment Upon Contract Renewal: The Town may adjust the established pricing schedule at the time of each two-year contract renewal. Any adjustment shall be based on the percentage change in the Producer Price Index (PPI) for PCU484 - Truck Transportation, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated by comparing the PPI for October of the year immediately preceding the renewal year to the PPI for October two years prior. If this index is discontinued or unavailable, the Town may use a comparable PPI or another appropriate index. Rates may increase, decrease, or remain unchanged based on the applicable index.

   Requests for adjustments exceeding the applicable PPI-based increase must be submitted in writing with supporting documentation and justification and will only be considered during the contract renewal process. Approval of any adjustment exceeding the applicable index shall be at the sole discretion of the Town and only if determined to be in the Town's best interest.

ARTICLE 3. TERM OF CONTRACT

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

B. The term of the Contract shall commence on January 11, 2027 and shall continue for a period of two (2) years, expiring on January 10, 2029. The Town has the option, in the Town's sole discretion to renew the Contract for two (2) additional two-year periods. If the Contract is renewed, the total length of the Contract shall not exceed six (6) years. Any of the two (2) year Contracts may be unilaterally extended by the Town for a period of thirty–one (31) days.

ARTICLE 4. TERMINATION OF CONTRACT

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

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

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

D. The Contractor shall receive as compensation in full only for Services performed and Goods delivered to the Town, and approved in writing by the Contract Administrator, prior to the date of such termination. The Town shall make such final payment within 60 days after the latest of: (i) Contractor's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Contractor's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph C of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

B. The Contractor may engage such subContractors as Contractor may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subContractors for the performance of any part of the Services specified in Exhibit

A shall be subject to the prior written approval of the Town. Employment of such subContractors in order to complete the Services set forth in Exhibit A shall not entitle Contractor to additional compensation beyond that set forth in Article 2. The Contractor shall be responsible for and shall warrant all Services including work delegated to such subContractors.

ARTICLE 7. COMPLETENESS AND ACCURACY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

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

ARTICLE 9. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subContractor. The Contractor's duty to defend, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Contractor or anyone for whose acts the Contractor may be legally liable. It is the specific intention of the Parties that the Indemnitees shall be indemnified by Contractor from and against all Claims other than those arising from the Indemnitees' sole negligence. The Contractor will be responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

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

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

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

ARTICLE 10. INSURANCE

Please refer to Exhibit C for Insurance Requirements.

ARTICLE 11. WARRANTIES

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

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

C. Copies of all applicable manufacturers' warranties shall be delivered to the Town with or before delivery to the Town, or installation of any Goods. The Contract Administrator may at any time require Contractor to deliver to the Contract Administrator written warranties from the Contractor, and/or the manufacturers of the Goods, for review and approval by the Town. These warranties shall be in form and content satisfactory to the Town, the

Project building owner (if different than the Town), the Town's lender(s), if any, and any other person reasonably requested by the Town, or the Town's lender(s). If the Contractor fails to deliver such warranties, or if the warranties are determined by the Contract Administrator to be inadequate or unacceptable, the Contractors will be considered to be in material breach of this Contract.

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

ARTICLE 12. ADDITIONAL DISCLOSURES BY CONTRACTOR

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

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

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

ARTICLE 13. CONTRACT ADMINISTRATOR

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

ARTICLE 14. NOTICE

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

Town: Bruce Gardner, Town Manager
22350 South Ellsworth Road
Queen Creek, AZ 85142
Email: Bruce.Gardner@QueenCreekAZ.Gov

With a copy to: Clifford Mattice, Town Attorney
22350 South Ellsworth Road
Queen Creek, AZ 85142
Email: Clilfford.mattice@queencreekaz.gov

Contractor: Valley Express Towing
661 W. Broadway Road
Mesa, AZ 85210
Email: gavinmthompson04@gmail.com

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by Email, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by Email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by Email.

ARTICLE 15. GENERAL PROVISIONS

A. RECORDS AND AUDIT RIGHTS.

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

B. INCORPORATION OF RECITALS AND EXHIBITS.

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

C. ATTORNEYS' FEES.

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

D. ENTIRE AGREEMENT.

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

E. GOVERNING LAW.

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

F. INDEPENDENT CONTRACTOR.

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

G. TAXES.

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractors performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Contractor acknowledges that Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Sales tax for Goods received by the Town in relation to this Contract shall be indicated as a separate item on any notice of amount due.

H. AMENDMENTS.

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

I. COMPLIANCE WITH LAW.

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

J. SEVERABILITY.

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

K. WAIVER.

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

L. COUNTERPARTS.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the Town that the Contractor and all its subContractors 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). Contractor acknowledges that a breach of this warranty by the Contractor or any of its subContractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Contractor or any subContractor who works on this Contract to ensure compliance with this warranty.

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

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subContractors who provide services under this Contract or any subcontract. As

used in this Section M "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. ISRAEL BOYCOTT PROVISION.

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

O. CANCELLATION FOR CONFLICT OF INTEREST.

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

P. LICENSES.

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

Q. PERMITS AND RESPONSIBILITIES.

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

R. LIENS.

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

S. PATENTS AND COPYRIGHTS.

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

T. WORKPLACE COMPLIANCE.

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

U. PRIORITY OF DOCUMENTS.

In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, including but not limited to Scope of Services, the terms of this Contract

shall prevail. In the event of a conflict between the terms of any bid document (RFP, RFQ, IFB) and the terms of a response, the terms of the bid document will control.

V. A.R.S. § 35-394 CERTIFICATION.

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

ARTICLE 16. FUNDS APPROPRIATION

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TOWN OF QUEEN CREEK:

APPROVED BY:

SIGNATURE

Julia Wheatley

FULL NAME

DATE SIGNED

Mayor

TITLE

REVIEWED BY:

SIGNATURE

Bruce Gardner

FULL NAME

DATE SIGNED

Town Manager

TITLE

CONTRACTOR:

VALLEY EXPRESS TOWING

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

ATTEST TO:

SIGNATURE

Maria Gonzalez

FULL NAME

DATE SIGNED

Town Clerk

TITLE

APPROVED AS TO FORM:

SIGNATURE

Clifford Mattice

FULL NAME

DATE SIGNED

Town Attorney

TITLE

EXHIBIT A

SCOPE OF WORK

A. General Service Requirements

The Contractor(s) shall provide comprehensive towing services identified within this RFP. Services shall be provided on an as-needed basis and must be available 24 hours a day, seven (7) days a week, including holidays.

The Town intends to establish a rotation system consisting of up to four (4) qualified Contractors to provide prompt, reliable, and professional towing services. The anticipated awards include four (4) Contractors for Light and Medium-Duty Towing. The Town reserves the right to modify the rotation structure, make fewer or additional awards, or make multiple non-exclusive awards, as determined to be in the Town's best interest.

The Contractor(s) shall furnish all personnel, equipment, vehicles, facilities, tools, materials, supervision, and other resources necessary to safely and efficiently perform the required services. Respondents must demonstrate experience performing accident recovery services, and all work shall be performed in accordance with this RFP, applicable federal, state, and local laws, and recognized towing industry standards.

Due to anticipated growth within the Town during the term of the contract, Contractors should demonstrate their ability to expand staffing, equipment, and operational capacity as service demand increases.

Services include, but are not limited to:

1. Police-directed towing, recovery, impound, and related services.
2. Accident scene response, vehicle recovery, towing, debris removal, and temporary traffic clearance.
3. Towing, transportation, storage, and release of abandoned, disabled, impounded, confiscated, or otherwise authorized vehicles from public rights-of-way and other locations designated by the Town, including vehicles impounded pursuant to Arizona Revised Statutes (A.R.S.) § 28-3511.
4. Roadside assistance and related services when requested by the Town or its authorized representatives.
5. Towing, transportation, and recovery of Town-owned vehicles, equipment, and related services.
6. Towing and recovery services for special events and unique circumstances, including vehicle rollovers, vehicles in ditches or off-road locations, vehicle

relocations, and tows performed in accordance with Town Code § 11-14-1.

7. Secure vehicle storage, release, documentation, and recordkeeping as required by the Town and applicable law.

The Contractor(s) shall provide towing and related services for, at a minimum, the following types of incidents and vehicles:

- Accident scenes and disabled vehicles.
- Vehicles that constitute a traffic hazard.
- Vehicles that may be evidence in a criminal investigation.
- Vehicles (including electric bicycles, electric scooters, and other motorized transportation devices) towed due to arrest, impoundment, or safekeeping.
- Vehicles towed pursuant to any ordinance of the Town or the laws of the State of Arizona (i.e., abandoned vehicles)
- Town-owned vehicles and equipment requiring towing or related services.
- Vehicles related to special events or circumstances in accordance with Town Code 11-14-1.

B. **Special Event Towing Services**

The Town may require towing and related services to support special events. Compensation for special event towing services, including standby services, shall be paid in accordance with the rate schedule. The Contractor may charge for mileage for any tows picked up 50 miles or more for Special Events (non-fleet vehicles).

C. **Historical Call Volume**

Historical towing service call volume for the past five (5) years to date is included in Attachment 5. Historical call volume is provided for informational purposes only and does not represent a guarantee of future work. Actual service volumes may vary.

D. **As-Needed Dispatch and Customer-Requested Tows**

Respondents should be aware that the tow service will be used on an ‘as needed’ basis. The only assurance the Town makes is that if the person involved in an accident does not request a specific towing service, the contracted towing service will be called by the Police Department and that, in the case of Town owned vehicles, the contracted towing service will be called. However, for Town vehicles with weights under 25,000 pounds GVW, the Town reserves the right to elect to utilize other services available if determined to be in its best interests. The rotation list will be used for any Police ordered tows.

The conditions of this proposal shall not apply when a tow, made by a towing company,

is initiated, specified and requested by the driver or owner of the vehicle.

E. **Contract Term**

The term of the agreement is two (2) years, and anticipated to begin on January 11, 2027 and continue through January 10, 2029. The Town and Contractor may mutually agree to extend the agreement for up to two (2) additional terms of two (2) years each, dependent on need, operational changes, and performance of the awarded firm(s). If the Contract is renewed, the total length of the Contract shall not exceed six (6) years. The Town reserves the right to extend the contract for up to thirty-one (31) days beyond the expiration of any extension term.

F. **Queen Creek Pricing Model**

The Town has determined that it is in the best interests of its citizens that this Request for Proposal (RFP) be evaluated on the qualifications, experience, and demonstrated capabilities of the Respondent rather than on price. Accordingly, the Town has established fixed rates for the major service categories of towing, storage and related services. All Respondents must accept the established rates in order to be considered for an award. The rates have been developed based on a market analysis of rates charged by surrounding public entities. By responding to this solicitation, Respondents agree to the rate schedule in Attachment 4 and to all requirements set forth in this RFP.

The initial tow rate shall include the following elements:

- Dispatch to the scene
- Movement of tow vehicle to the scene
- Hook fee
- Site clean-up
- Transportation of the vehicle to the storage facility
- The first twenty-four (24) hours of storage

Storage fees for vehicles impounded pursuant to A.R.S.§ 28-3511 tows will be as stated in current Arizona statute.

G. **Pricing Adjustments Upon Contract Renewal**

The Town may adjust the established pricing schedule at the time of each two-year contract renewal. Any adjustment shall be based on the percentage change in the **Producer Price Index (PPI) for PCU484 - Truck Transportation, Not Seasonally Adjusted,** as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated by comparing the PPI for October of the year immediately preceding the renewal year to the PPI for October two years prior. If this index is discontinued or unavailable, the Town may use a comparable PPI or another appropriate

index. Rates may increase, decrease, or remain unchanged based on the applicable index.

Requests for adjustments exceeding the applicable PPI-based increase must be submitted in writing with supporting documentation and justification and will only be considered during the contract renewal process. Approval of any adjustment exceeding the applicable index shall be at the sole discretion of the Town and only if determined to be in the Town's best interest.

H. **Town of Queen Creek Vehicle Classification**

Classification	Definition
Light Duty	Passenger cars, vans, light trucks up to 12,500# GVW
Medium Duty	Medium duty vehicles in excess of 12,501# GVW up to 26,000# GVW

I. **Licensing**

The Contractor shall maintain all current Federal, State and Town licenses required for the operation of said business.

Contractor shall at all times have the necessary permits to operate their business and fully comply with the provisions of the zoning ordinance and all other laws of the City and State.

Contractor equipment and drivers shall meet the requirements of the Arizona Revised Statutes and the State of Arizona Department of Public Safety Tow Truck Rules and Regulations.

Awarded firms are to comply with all laws and regulations, including those specifically related to the towing industry. Violation of any licensing or non-compliance with governing laws, regulations, etc. may result in immediate termination should an investigation reveal that a firm has willfully disregarded requirements or laws.

J. **Future Technology**

The Contractor shall collaborate with the Town of Queen Creek to implement future technology enhancements designed to improve operational efficiency and service delivery. Such enhancements may include, but are not limited to, receiving tow requests through a web-based platform, electronic communications, and other mutually agreed-

upon technology solutions that enhance services provided to the Town and community.

K. **Town Duties and Requirements**

1. Officer Authority

Investigating officers in the field, or their supervisors, shall make all decisions in relation to towing of vehicles in accordance with the contract. If the Contractor wishes to challenge a field decision, they may contact the Special Operations Lieutenant, or their representative, during normal business hours, Monday through Thursday.

The Police Department may use other tow companies not owned or maintained by contactor to clear the scene of any accident if, at the discretion of the investigating officer, it is necessary to do so to avoid endangering life or to avoid injury to any person or persons, and where conditions preclude waiting for Contractor's services. However, this does not authorize any other firm to tow a vehicle from the scene of the accident without the express request of the driver, owner or the officer in charge.

2. Tow Sheet

The Officer on scene will provide the tow driver with a properly completed, and legible copy of a Town tow sheet.

3. Cancellation of Tow Services

After receiving a request for towing service, such request may be canceled at any time by the Queen Creek Police Department, or the owner, or authorized agent of the owner of the vehicle requested to be towed.

- If such request for cancellation is made prior to any portion of the Contractor's equipment being physically attached to the vehicle to be towed, then responding firm shall not charge anyone for service.
- If such request for cancellation is made subsequent to any portion of Contractor's equipment being physically attached to the vehicle to be towed, then the Contractor shall be allowed to charge the tow rate specified under Line Item #1 of Attachment #4, Rate Schedule, even if, for any reason, said vehicle is not actually towed.

4. Post Award Meeting and Contract Administration

Upon receipt of an award, a meeting will be held between members of the Police Department, Fleet Services, the Procurement Office and the Contractor's account managers.

The purpose of this meeting will be to confirm performance expectations and to detail

Town policies and procedures regarding the administration of the contract(s).

On-going performance evaluation meetings will be scheduled periodically by the Town with its contracted firm(s) to clarify any points of possible confusion, provide response time reports and to ensure that the contracted firm provides quality service.

5. Towing Outside Queen Creek Town Limits

Should the tow require that the awarded firm leave the Queen Creek Town Limits the following will apply:

- Normal contracted tow fee may be charged
- Firm is to travel by the most direct route possible

Mileage fees may only be assessed for loaded miles except as exempted below:

For tows that originate at a location 50 miles or more from the assumed center point of Queen Creek (E Ocotillo Rd and S Crismon Rd) the Town will allow the responding firm to charge the contract established mileage fee for both unloaded and loaded miles on mileage outside of the Queen Creek Borders only. Firms will not be allowed to charge additional mileage if the point of dispatch of a unit would add mileage over a unit dispatched from a Queen Creek approved location.

6. Fleet Towing

When contacted, firm **must** be able to provide an estimated time of arrival (ETA). If the contacted firm is unable to provide a suitable ETA, Fleet Services reserves the right to contact other firms to complete the necessary work.

The driver is to contact Fleet Services when they arrive on scene at (480) 358-3131.

7. Town Inspections - Vehicles

All tow trucks may be inspected at any time by the Town on Contractor premises or in the field, at unspecified times.

Tow trucks shall be equipped at all times with a complement of dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles. They will also be equipped with brooms, shovels, oil absorbent materials, and other necessary equipment to clean up an accident scene.

Contractor's tow trucks shall have a communications system to provide immediate dispatch seven days per week, twenty-four hours per day including weekends and

holidays.

8. Town of Queen Creek - Other

Town shall have the right to thoroughly inspect and investigate the establishment(s), location of facilities, business reputation, and other general qualifications of any firm and to reject any offers if it is determined that the Contractor is lacking in any of the essentials necessary to assure acceptable standards of performance.

The Town further reserves the right to inspect, during normal business hours, the facilities and records which are related to this contract.

Inspection and approval of equipment and facilities by the Town is necessary before award of contract. After award, any change or substitution of the equipment or facilities shall be subject to the prior written approval of the Procurement Office.

Tour of susceptible respondents' facility, if conducted, will include review of the following items:

- Facility as described in RFP
- Location
- Customer access
- Signage
- Security features
- Facilities
- Check of towing vehicles present
- Organization of lot
- Available capacity of lot
- Overview of operations to include internal procedures and software system analysis
- Adequate staffing levels on site to support operations

L. **General Contractor Responsibilities**

1. Police Towing

The contracted firm will be responsible for removal of wrecked vehicles from accident scenes, vehicles which constitute a traffic hazard, vehicles that may be evidence of a crime, vehicles as a result of an arrest situation, vehicles for safe keeping due to human injury resulting in the operator not being able to make a selected choice, and any other vehicle in accordance with any ordinance of the Town or laws of the State

of Arizona (i.e., abandoned vehicles).

For Police towing, persons involved in any accident(s) have the options of:

- Using the towing service Contractor(s)
- Using the services of any other towing operator
- Using any other form of tow service

The only assurance the Town makes is that if the person(s) involved in the accident(s) does not request a specific towing service, a towing Contractor will be called by the Police Department.

For all vehicles towed under this contract an itemized fee schedule shall be presented to the vehicle operator prior to removal by the towing Contractor if the vehicle operator is available. This menu of charges must meet the Town specifications. A copy must be included in response package.

Any non-accident tow service call, initiated by the Queen Creek Police Department, will be referred to the towing Contractor. Any service provided shall be listed in the menu of services and fees submitted with the proposal and shall remain constant according to the terms and conditions of this RFP.

2. Town Vehicle Towing and Service

This category is for the towing of out-of-commission Town owned vehicles, moving of Town equipment as requested by the Town, and emergency services.

Most Town owned vehicles will be towed to the Town's Fleet Services facility located at the Field Operations Facility, 19805 S. 220th Street, Building D, Queen Creek, Arizona 85142 unless directed otherwise by an authorized representative of the Town.

Tow fee is applicable to any Town requested tow, or requested movement of vehicles and equipment, within the Town regardless of origin or destination and is the only fee which may be applied. If tow involves mileage outside the Town of Queen boundaries, then mileage charges (loaded miles only), as specified in the solicitation, may be applied.

If awarded firm is capable of moving multiple vehicles, or pieces of equipment, with a single unit, only one tow fee may be applied. This rule is applicable to Town tows only.

The Town reserves the right to tow Town-owned vehicles and equipment using its own

personnel and equipment.

3. Respondent Qualifications

Proposals will be considered from Respondents who have adequate personnel and equipment meeting the Town of Queen requirements and who are so situated as to perform prompt service and who maintain regular business hours. The telephone must be answered by a 'live' person 24/7 who is employed by the Respondent – an answering service or answering machine is not acceptable.

Proposals will be considered only from Contractors which are regularly engaged in the business as described in these specifications with a record of quality performance for a period of time and which have sufficient financial support, equipment and organization to ensure that they can satisfactorily and timely execute the services if awarded a contract under the terms and conditions stated herein.

A towing company shall be allowed only one position on the rotation list if multiple firms are awarded. Submitters with multiple companies/names must disclose all associations as a requirement of this proposal and specify which firm will be the contracted firm with the Town.

4. Equipment

Contractor shall have a sufficient number of adequately equipped tow vehicles to meet the requirements of this RFP. The Contractor shall have the necessary equipment, personnel and vehicle storage locations available at the time of proposal submittal or must provide the Town with enough documentation indicating that all requirements of this RFP will be in place by the contract start date.

To meet the requirements of this solicitation, the Town prefers that Contractors maintain the minimum fleet size as noted below. Vehicles are to be staged in proximity to Queen Creek.

- Eight (8) vehicles classified as light or medium duty
- At least two (2) must be classified as medium duty

The Town requires that light and medium duty vehicles be owned, or under a long-term lease, by the Respondent.

The Town prefers that vehicles be equipped with a vehicle tracking/locating system capable of providing real time location data.

Note: In the event a contract tow company cannot complete a Police Department tow request due to having inadequate equipment, the following will be done: It will be the responsibility of the contract tow company to subcontract with another company to

complete the tow. The contract tow company will be responsible for all fees associated with the tow request. It will also be the responsibility of the contract tow company to ensure the subcontracted tow company is in compliance with this RFP. The Town reserves the right to move to the next Contractor on the rotation list if the contract tow company cannot complete the request in a timely response in accordance with the Response Time.

5. Identification

Contractor shall be required to have its name and twenty-four-hour phone number posted at its place of business which shall be visible to the public from the street adjacent to, or nearest to, their place of business.

All tow trucks shall have contractor's name clearly indicated on their sides in minimum of three-inch (3") block letters. The name on the tow trucks shall match the name of the company as indicated within Respondent's proposal.

All tow trucks shall display the Department of Public Safety inspection seal if State inspection system is still in effect.

Contractor(s) will be furnished with decals indicating that they are an authorized towing firm for the Queen Creek Police Department. Said decals shall be issued for each tow truck which is operated by the contractor(s). Only tow trucks with the proper decal affixed to the right front side of the tow truck shall be permitted to tow vehicles from the scene, unless otherwise requested by the owner of towed vehicle.

Tow Trucks used to provide services under the contract shall not be changed without notice to, and prior written approval from, the Town.

6. Menu of Charges Card (to be given to owner or owners representative)

Contractor's drivers shall carry cards with complete contract information on the towing company. At a minimum this shall include:

- Company name
- Address
- Phone number – available 24 hours per day
- Hours of operation

The card shall include a menu of charges for both Town of Queen Creek tow fees rates and all other charges that may be assessed by the towing company. The tow

truck driver will give this card to the owner or driver of the towed vehicle.

At the time of tow, contracted company must indicate to vehicle owner, or owner's agent (if available) where vehicle will be stored.

7. Site Clean-up

It is the responsibility of the responding tow company to make every reasonable effort to quickly clean accident scenes of all debris and return the area to the condition prior to accident regardless of time required.

Prices noted shall include complete clean-up of debris, vehicle parts, and spills resulting from oils, gas, grease, batteries, anti-freeze, and other substances normally encountered at accident scenes.

8. Standby Time

The Contractor may charge the vehicle owner the hourly standby cost, as established by this contract, in 15-minute increments when the on scene wait time exceeds 30 minutes.

9. Storage Facilities

The Town requires that the Contractor storage lot(s) be located in close proximity (within 15 miles of center point of Queen Creek referenced in Section K.5) to the Town. The primary storage facility must be **comprised of at least one (1) acre – preferably a single continuous lot –** and must be maintained and meet all applicable Federal, State and Town laws. Multiple storage lots located in close proximity to one another, can be utilized to satisfy the lot size requirement. Acceptability of multiple lots is at the sole discretion of the Town.

The storage lot must have sufficient capacity to handle the volume of vehicles generated by the Town.

All storage locations shall be on record with the Town. Vehicles shall not be stored at any location other than the Town approved, on record, storage lot.

The Contractor shall maintain a clean and orderly storage facility providing sufficient space for all vehicles towed by the Contractor. All approved storage facilities shall

include at a minimum the following:

- Be enclosed with substantial fencing, at least six (6) feet high
- Capable of protecting stored vehicles and their contents from theft or vandalism
- Gates and buildings shall be securely locked when not in use
- The facility shall be reasonably screened from public view
- The storage facility shall be sufficiently lighted to ensure safe storage of vehicles

Any additional security features above the minimum required by the Town shall be noted by Respondent.

A sign shall be posted in a conspicuous place identifying the firm with a 24-hour telephone number.

The storage lot(s) shall provide an area for customer parking and a **climate controlled inside waiting area** for customers which shall be staffed by an on-site company representative during normal business hours. 'Normal business hours' are defined as 8:00a.m. to 5:00 p.m. Monday through Friday.

10. Photo Documentation Required with Submittal

Respondent shall **provide pictures** of storage lot(s) including, but not limited to, security features, waiting area, customer parking area, vehicle storage lot, appearance from street, etc.

11. Payment Methods

Vehicle owners, or owner's agent, shall have available to them, at a minimum, the following payment methods at all approved pick-up location(s):

- Cash (contracted firm(s) must be able to make change)
- Credit card (all major cards must be accepted)
- Debit card

12. Storage

Vehicles shall be taken directly to Contractor's storage facility unless the Contractor is advised differently by the Police Department.

Individuals whose vehicles have been impounded for reasons, other than evidentiary purposes, shall have the right to remove any personal property, perishables, or valuables prior to the release or payment of impound fees for vehicles stored in the Contractor's lot at no additional fee (other than open gate fee if request is made outside of contract established business hours). All fees shall be assessed against the owner. The Contractor shall make the vehicle's contents available to the

registered owner or an authorized representative.

Contractor shall not store towed vehicles at any location other than a Town approved storage facility.

Vehicles not removed from storage yards by customer or agent within ten (10) days (thirty (30) days preferred in the case of a A.R.S. § 28-3511 tow) may be stored at a designated, and approved, secure alternate lot.

If a transfer is made by the Contractor from the original storage lot to the Town alternate approved storage facility, there shall be no charge to the customer. The transfer shall be viewed only as a space saving procedure on the part of the Contractor. The Contractor shall be solely responsible for the safekeeping of vehicles towed and for items left in the vehicles. Contractor shall exercise reasonable care to ensure contents are safely secured.

13. Pick up of Vehicles – Primary Lot

For vehicles not subject to A.R.S. § 28-3511, the owner, or the owner's authorized agent, shall be able to recover the vehicle from the primary storage lot for a period of at least ten (10) days following the date of tow. After the applicable ten (10) day period, the Contractor may initiate the abandoned vehicle title process in accordance with applicable law.

For vehicles impounded pursuant to A.R.S. § 28-3511, the owner, or the owner's authorized agent, shall be able to recover the vehicle from the primary storage lot for a period of at least thirty (30) days following the date of impoundment. The Contractor shall not release the vehicle prior to expiration of the required impound period unless the owner or authorized agent presents the appropriate release documentation from Queen Creek Police Department authorizing release of the vehicle.
No additional tow fee may be charged by the Contractor when it is necessary for the Contractor to move a vehicle/unit from inside storage to allow owner or their representative access.

The vehicle owner, or owner's agent, shall be able to make payment at the lot where vehicle is stored. The owner shall not be required to visit multiple locations in order to retrieve their vehicle or make a payment.

14. Re-tows

Should a vehicle owner or their agent choose to utilize a different firm to move vehicle from Contractor's lot, the Contractor may not charge any re-tow fee, re-hook fee, lot movement fee, or any other fee to allow the vehicle owner or agent access to the

vehicle.

15. State/County/Local Fees

It is allowable to pass through actual fees without markup, to vehicle owners, related to reporting requirements at the current applicable fee.

16. Release of Vehicles

Prior to release of the vehicle by the towing service, the owner, or the owner's agent, shall pay towing and storage costs incurred in towing or storing the vehicle per fee schedule established as part of contract award.

Contractor shall not release any vehicle towed at the request of the Queen Creek Police Department that has been placed on a police hold without prior written authorization from the Queen Creek Police Department.

Permission to release will not be required for any vehicle that is routinely towed from an accident scene, however, the Contractor shall be solely responsible for determining that the vehicle is released to the owner or authorized agent.

If a tow truck operator is required (in writing by a public agency) to tow or store a vehicle which is needed as evidence in any criminal action or for future criminal investigation by the public agency, the public agency is liable for the towing and storage costs of the vehicle.

17. Safekeeping of Property

The Contractor shall ensure that the interior areas of vehicles are protected from rain and other elements by closing all operable windows. In the event the window(s) are inoperable, or the Contractor is unable to operate them for whatever reason, the Contractor shall seal the window(s) with plastic, or similar material, and maintain seal while property is in the possession of the Contractor. The cost for this service is included in the tow cost.

The Contractor shall be responsible for any damage caused to property as a result of the Contractor's own actions, including, but not limited to, any damage caused as a result of moving the property to a storage lot, from a storage lot, or within a storage lot.

18. Abandoned Vehicles

Abandoned vehicles shall become the responsibility of the Contractor. The Town shall not be charged for abandoned vehicle tows and, unless claimed, the Contractor may

apply for title under abandoned vehicle regulations per state of Arizona statutes.

For 3511 tows only, a copy of the title secured by the Contractor shall be submitted to the Town and include the Police Department report number.

19. Personnel

Contractor shall have available sufficient and qualified personnel for the dispatching, customer service, and operation of the required tow trucks as specified. Each driver shall have a current driver's license appropriate for the class of vehicle being operated and issued by the State of Arizona. All drivers shall operate the tow trucks in a safe and prudent manner, and shall refrain from using profane or vulgar language, gestures, or being under the influence of alcohol or drugs while performing work under this agreement. All drivers are to wear company issued uniforms which clearly identify the name of the firm and name of individual.

20. Safety

The Contractor shall be solely and completely responsible for conditions of the work site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously. Safety provisions shall conform to all applicable federal (including OSHA), state, county, local laws, ordinances, codes, and regulations. Where any of these are in conflict with the terms and conditions of the RFP, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

Additionally, all responders shall wear a high visibility class 3 reflective vest while working in roadways.

21. Records

The Contractor shall maintain a record of each vehicle towed for the Town that

includes, at the minimum, the following:

- Location where the vehicle was picked-up
- Vehicle destination/storage location
- Date and time of the pick-up
- Date and time of release
- Vehicle make, model and year
- License plate number and state of issue
- Vehicle identification number (VIN)
- Name of individual to whom the vehicle was released
- Name of individual who signed for the vehicle's release
- Incident number for Police tows

22. Customer Invoice

Customers shall receive an itemized invoice that clearly and accurately shows how charges were assessed based on the fee schedule established by this contract.

A Sample invoice must accompany your submission.

23. Use of Repair Shop for Vehicles Towed

Tow truck drivers, owners, and operators shall not solicit or recommend a repair facility to the owner or driver of a damaged vehicle.

The Contractor shall not solicit business for any particular vehicle repair shop(s) during the towing process and shall not receive remuneration in any form from the vehicle repair shops that may have received vehicles for repair resulting from a tow by the Contractor under the Town agreement.

24. Availability

Towing and release services shall be available twenty-four (24) hours per day every calendar day of the year.

Contractor shall have an on-site representative to provide a means for release of, or access to, vehicle during normal business hours at no charge to the customer. 'Normal business hours' are defined as 8:00 a.m. to 5:00 p.m. Monday

through Friday. Normal business hours are exempt on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

At all other times, the Contractor's services must be available through a central communications service for the release of vehicles and personal property. Release time response shall not be more than one (1) hour during non-business hours. The "after hours" telephone number shall be prominently posted at the storage location for after-hours release of vehicles or personal property left in vehicles.

25. Response Time

Upon receiving a request for towing service, Contractor shall be responsible for dispatching trucks.

Only one firm will be notified of the incident unless special circumstances require the use of multiple firms.

Response time for Light and Medium-Duty Towing (from time of receiving request from Queen Creek): Shall not be more than thirty (30) minutes for arrival at the site designated in said request for tows within the boundaries of the Town. Tow unit is to arrive on the scene ready and capable of towing a vehicle involved in an incident.

In the case of a multiple vehicle incident, when an additional unit is needed, it is expected that the second, and any additionally needed, tow vehicle(s) arrive at the scene in a time not to exceed 45 minutes from dispatch.

When responding to calls, the driver is expected to observe posted speed limits and applicable traffic laws.

26. Rotation – if multiple firms are awarded

The Town will maintain a rotation list of approved Contractors.

Firms operating under multiple names will not receive additional slots in the rotation system. The company shall designate which of their firms will be the firm providing services to the Town.

The Town will rotate through this list on a per incident basis, and multiple Contractors

will not be dispatched to the same incident. If the Contractor cannot meet the Response Time or equipment requirement for the second tow, the Town reserves the right to contact the next Contractor on the rotation list to ensure timely removal.

The Town will make every effort to uphold the rotation schedule.

27. Reporting Requirement

For each day of the contract, the awarded Contractor shall supply to the Town a report within the next business day which provides complete information for all tows for the previous 24-hour period. The report shall contain, at a minimum, the following information:

- Incident number
- Date
- Dispatch time
- Time of arrival on-scene
- 30-day tow – yes or no
- Plate number
- VIN
- Model of vehicle
- Make of vehicle
- Year of vehicle
- Towed from location
- Storage location

28. Billing and Payments

Charges for services provided under this agreement shall be paid directly to the Contractor by the individual(s) receiving the service. The Town will not be responsible for non-payment of bills tendered to the individual(s). All invoices for towing services to be paid by the Town including the Queen Creek Police Department shall be submitted within thirty (30) days from service delivery date.

Charges for the towing of impounded vehicles for evidence purposes will be paid to the Contractor by the Town. Contractor shall submit invoices directly to the Police

Department and email a copy to Accounts Payable:

Queen Creek Police Department
Attn: Sr. Administrative Assistant
22358 S. Ellsworth Road
Queen Creek, AZ. 85142
Email: accountspayable@queencreekaz.gov

Any invoice which does not have the incident number clearly identified on both the tow ticket and invoice will result in that invoice not being paid. The applicable purchase order number should also be included on the invoice, if available.

Charges for towing of Town vehicles will be paid by the Town. Contractor shall submit invoices directly to the Fleet Services Division and email a copy to Accounts Payable:

Queen Creek Fleet Services Division
19805 S. 220th Street, Building D
Queen Creek, AZ 85142
Email: accountspayable@queencreekaz.gov

Any invoice which does not have the Queen Creek unit number clearly indicated will result in that invoice not being paid. The applicable purchase order number should also be included on the invoice, if available.

Information required on all paperwork

- Tow truck driver must LEGIBLY PRINT their First and Last name on ticket.
- Police tow tickets/invoices must include the incident number
- Fleet tow tickets/invoices must include the Queen Creek unit number.
- A legible signature is required on all invoices.

EXHIBIT B

RATE SCHEDULE

Customer charges will be based upon the gross vehicle weight (GVW) of the vehicle towed and not the class of tow vehicle dispatched. Storage fees related to A.R.S.§ 28-3511 tows will be regulated by the State of Arizona.

Towing/Se rvice Rates

Item	Description	Category	Rate
1	Total Tow Fee: All fees, including mileage, and the first day (24 hours) of storage for towing to any location within the Town of Queen Creek or Contractors designated storage yard.	Under 12,500#	$ 114
		12,501 # to 26,000#	$ 180
2	Storage fee, per day, beyond initial day included in Item 1 (Total Tow Fee). (Storage day fees for 3511 tows shall be $25.00 or latest approved price.)	Under 12,500#	$ 35
		12,501 # to 26,000#	$ 52
3	Hourly Special Service Charge: Applies to canal towing, vehicle uprighting, special events, and other special towing circumstances	Under 12,500#	$ 84
		12,501 # to 26,000#	$ 120
4	Hourly Standby Charge – only if parameters established by solicitation are exceeded (billable in 15-minute increments)	Under 12,500#	$ 40
		12,501 # to 26,000#	$ 58
5	Open Lot / After-Hours Access Fee: Access to, or release of, a vehicle outside of normal business hours as specified in solicitation		$ 58
6	Hourly Fee - Off-Road Towing		$ 150
7	Mileage Fee per mile, for mileage to, or from, any location outside the boundaries of the Town of Queen Creek per language in solicitation (Loaded or Unloaded)	Under 12,500#	$ 4
		12,501 # to 26,000#	$ 5
The following charges (#8 – #14) are applicable only to Town tows			
8	Town Lot Vehicle Moves – Per vehicle move fee within an established lot such as the Fleet Yard or Police Evidence Yard. To be applied to the total number of vehicles moved within a particular lot.	Per Vehicle	$ 50
9	Vehicle Jump Start		$ 48
10	Vehicle Tire Change – light duty (per tire)		$ 48
11	Vehicle Tire Change – medium duty (per tire)		$ 54
12	Vehicle lockout Fee		$ 36
13	Out of Fuel Fee (cost to include 2 gallons of fuel)		$ 60
14	Hourly Fee - Off-Road Towing		$ 150

Town will pay rates as established above for its tow.

ADDITIONAL SERVICES PRICE SHEET

Towing and Vehicle Storage Services, RFP No. 27-001

IMPORTANT – THIS FORM DOES NOT REPLACE THE RATE SCHEDULE.

Respondents must conform to the Rate Schedule as required by RFP No. 27-001. This Additional Services Price Sheet is supplemental to the Rate Schedule and may not be submitted in lieu of the RFP Rate Schedule.

Use this sheet to identify any additional services and associated rates your company offers to the Town that are not otherwise listed on the Rate Schedule. Examples may include heavy-duty towing services, special equipment or services, etc.

Company Name:	**Thompson Diversified LLC dba Valley Express Towing**

Item / Service Description	Unit of Measure	Rate / Fee	Additional Notes / Response Time, etc.
Heavy Duty Towing	**Hourly**	**$350.00**	
Heavy Duty Flatbed	**Hourly**	**$275.00**	
Skidsteer	**Hourly**	**$200**	
Front End Loader	**Hourly**	**$300**	
Rotator	**Hourly**	**$646**	
Dumpsters	**Hourly**	**$200**	
Forklift	**Hourly**	**$175**	
Long Reach Forklift	**Hourly**	**$225**	

EXHIBIT C

INSURANCE

1 VEHICLE TRANSPORT / STORAGE / REPAIR

1.1 Indemnification Clause

1.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Town of Queen Creek, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the Town of Queen Creek. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, or commission of the Town of Queen Creek.

1.2 Insurance Requirements

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

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

1.3 Minimum Scope and Limits of Insurance

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

1.3.1 Commercial General Liability (CGL) – Occurrence Form

- Each Occurrence Limit $1,000,000
- Personal Injury/Advertising Injury Limit $1,000,000
- Products/Completed Operations Aggregate Limit $2,000,000
- General Aggregate Limit $2,000,000
  (other than Products/Completed Operations)

Coverage must include a Waiver of Subrogation endorsement.
Both policy forms must include:

1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
2) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to name Town as an Additional Insured for the entire 10-year period.
3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
4) Broad Form Property Damage coverage, including completed operations or its equivalent.
5) An endorsement naming Town, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
6) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
7) Coverage on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable.
8) Coverage to include general aggregate limits on a "per project" basis.

1.3.2 Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

- Each Occurrence $1,000,000
- Aggregate $2,000,000

1.3.3 Hook Fee Liability:

Coverage Amount: $500,000 per occurrence/aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

1.3.4 Garage Keepers Liability – Direct and Primary Coverage:

Coverage Amount:

- Each Auto $750,000
- Each Occurrence $750,000

1.3.5 Pollution Legal Liability $

(Applicable as to any pollutants or hazardous waste exposures as part of Work)
Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

1.3.6 Commercial Auto Coverage

Auto Liability limits of not less than $1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

1.3.7 Workers' Compensation and Employers' Liability

Coverage A. Statutory Benefits.
Coverage B. Employer's Liability.

- Bodily Injury by accident $100,000 each accident
- Bodily Injury by disease $500,000 policy limit
- Bodily Injury by disease $100,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

1.4 Additional Insurance Requirements

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

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

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

1.4.3 The Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this contract. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this contract. The Contractor's insurance coverage must be primary insurance with respect to the Town, its officers, officials, agents, and employees and must apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

1.5 Notice of Cancellation

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

1.6 Acceptability of Insurers

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

1.7 Verification of Coverage

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

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

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies

as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.3 All certificates required by this Contract shall be sent directly to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov. **The Town of Queen Creek project/contract number and project location shall be noted on the certificate of insurance.** The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

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

1.9 Approval and Modifications

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

1.10 Exceptions

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

1.1 Other Requirements

1.11.1 Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Town prior to commencement of any Work. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

1.11.2 Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.

1.11.3 Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

1.11.4 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1.11.5 In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1.11.6 Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.

1.11.7 Town and Contractor waive all rights against each other and against Town, Contractor, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

1.11.8 Such property insurance maintained by Town does not cover any tools or equipment owned or rented by Contractor including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

1.11.9 If the Contract Documents provide for a Town Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

TOWN OF QUEEN CREEK

AGREEMENT FOR TOWING AND VEHICLE STORAGE SERVICES

Town Contract Number: _____

This Contract is made and entered into effective as of the _____ day of December, 2026 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Evan's Towing & Recovery, LLC, an Arizona limited liability company ("Contractor"). Town and Contractor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Town issued a Request for Proposals for Towing and Vehicle Storage Services, RFP No. 27-001, (hereinafter "the RFP"); and,

WHEREAS, Contractor submitted a response to the RFP on or before September 30, 2026 ("Response"); and,

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

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

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

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

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

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

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. FEES

A. Contractor shall charge the rates according to the Rate Schedule set forth in Exhibit B.

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

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

D. Price Adjustment Upon Contract Renewal: The Town may adjust the established pricing schedule at the time of each two-year contract renewal. Any adjustment shall be based on the percentage change in the Producer Price Index (PPI) for PCU484 - Truck Transportation, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated by comparing the PPI for October of the year immediately preceding the renewal year to the PPI for October two years prior. If this index is discontinued or unavailable, the Town may use a comparable PPI or another appropriate index. Rates may increase, decrease, or remain unchanged based on the applicable index.

   Requests for adjustments exceeding the applicable PPI-based increase must be submitted in writing with supporting documentation and justification and will only be considered during the contract renewal process. Approval of any adjustment exceeding the applicable index shall be at the sole discretion of the Town and only if determined to be in the Town's best interest.

ARTICLE 3. TERM OF CONTRACT

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

B. The term of the Contract shall commence on January 11, 2027 and shall continue for a period of two (2) years, expiring on January 10, 2029. The Town has the option, in the Town's sole discretion to renew the Contract for two (2) additional two-year periods. If the Contract is renewed, the total length of the Contract shall not exceed six (6) years. Any of the two (2) year Contracts may be unilaterally extended by the Town for a period of thirty–one (31) days.

ARTICLE 4. TERMINATION OF CONTRACT

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

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

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

D. The Contractor shall receive as compensation in full only for Services performed and Goods delivered to the Town, and approved in writing by the Contract Administrator, prior to the date of such termination. The Town shall make such final payment within 60 days after the latest of: (i) Contractor's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Contractor's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph C of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

B. The Contractor may engage such subContractors as Contractor may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subContractors for the performance of any part of the Services specified in Exhibit

A shall be subject to the prior written approval of the Town. Employment of such subContractors in order to complete the Services set forth in Exhibit A shall not entitle Contractor to additional compensation beyond that set forth in Article 2. The Contractor shall be responsible for and shall warrant all Services including work delegated to such subContractors.

ARTICLE 7. COMPLETENESS AND ACCURACY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

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

ARTICLE 9. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subContractor. The Contractor's duty to defend, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Contractor or anyone for whose acts the Contractor may be legally liable. It is the specific intention of the Parties that the Indemnitees shall be indemnified by Contractor from and against all Claims other than those arising from the Indemnitees' sole negligence. The Contractor will be responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

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

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

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

ARTICLE 10. INSURANCE

Please refer to Exhibit C for Insurance Requirements.

ARTICLE 11. WARRANTIES

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

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

C. Copies of all applicable manufacturers' warranties shall be delivered to the Town with or before delivery to the Town, or installation of any Goods. The Contract Administrator may at any time require Contractor to deliver to the Contract Administrator written warranties from the Contractor, and/or the manufacturers of the Goods, for review and approval by the Town. These warranties shall be in form and content satisfactory to the Town, the

Project building owner (if different than the Town), the Town's lender(s), if any, and any other person reasonably requested by the Town, or the Town's lender(s). If the Contractor fails to deliver such warranties, or if the warranties are determined by the Contract Administrator to be inadequate or unacceptable, the Contractors will be considered to be in material breach of this Contract.

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

ARTICLE 12. ADDITIONAL DISCLOSURES BY CONTRACTOR

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

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

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

ARTICLE 13. CONTRACT ADMINISTRATOR

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

ARTICLE 14. NOTICE

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

Town:	Bruce Gardner, Town Manager 22350 South Ellsworth Road Queen Creek, AZ 85142 Email: Bruce.Gardner@QueenCreekAZ.Gov
With a copy to:	Clifford Mattice, Town Attorney 22350 South Ellsworth Road Queen Creek, AZ 85142 Email: Clilfford.mattice@queencreekaz.gov
Contractor:	Evan's Towing & Recovery, LLC 26096 N. Contractors Road Florence, AZ 85132 Email: Evan@evans-towing.com

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by Email, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by Email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by Email.

ARTICLE 15. GENERAL PROVISIONS

A. RECORDS AND AUDIT RIGHTS.

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

B. INCORPORATION OF RECITALS AND EXHIBITS.

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

C. ATTORNEYS' FEES.

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

D. ENTIRE AGREEMENT.

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

E. GOVERNING LAW.

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

F. INDEPENDENT CONTRACTOR.

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

G. TAXES.

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractors performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Contractor acknowledges that Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Sales tax for Goods received by the Town in relation to this Contract shall be indicated as a separate item on any notice of amount due.

H. AMENDMENTS.

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

I. COMPLIANCE WITH LAW.

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

J. SEVERABILITY.

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

K. WAIVER.

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

L. COUNTERPARTS.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the Town that the Contractor and all its subContractors 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). Contractor acknowledges that a breach of this warranty by the Contractor or any of its subContractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Contractor or any subContractor who works on this Contract to ensure compliance with this warranty.

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

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subContractors who provide services under this Contract or any subcontract. As

used in this Section M "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. ISRAEL BOYCOTT PROVISION.

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

O. CANCELLATION FOR CONFLICT OF INTEREST.

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

P. LICENSES.

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

Q. PERMITS AND RESPONSIBILITIES.

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

R. LIENS.

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

S. PATENTS AND COPYRIGHTS.

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

T. WORKPLACE COMPLIANCE.

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

U. PRIORITY OF DOCUMENTS.

In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, including but not limited to Scope of Services, the terms of this Contract

shall prevail. In the event of a conflict between the terms of any bid document (RFP, RFQ, IFB) and the terms of a response, the terms of the bid document will control.

V. A.R.S. § 35-394 CERTIFICATION.

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

ARTICLE 16. FUNDS APPROPRIATION

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TOWN OF QUEEN CREEK:

APPROVED BY:

SIGNATURE

Julia Wheatley

FULL NAME

DATE SIGNED

Mayor

TITLE

REVIEWED BY:

SIGNATURE

Bruce Gardner

FULL NAME

DATE SIGNED

Town Manager

TITLE

CONTRACTOR:

EVAN'S TOWING & RECOVERY, LLC

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

ATTEST TO:

SIGNATURE

Maria Gonzalez

FULL NAME

DATE SIGNED

Town Clerk

TITLE

APPROVED AS TO FORM:

SIGNATURE

Clifford Mattice

FULL NAME

DATE SIGNED

Town Attorney

TITLE

EXHIBIT A

SCOPE OF WORK

A. General Service Requirements

The Contractor(s) shall provide comprehensive towing services identified within this RFP. Services shall be provided on an as-needed basis and must be available 24 hours a day, seven (7) days a week, including holidays.

The Town intends to establish a rotation system consisting of up to four (4) qualified Contractors to provide prompt, reliable, and professional towing services. The anticipated awards include four (4) Contractors for Light and Medium-Duty Towing. The Town reserves the right to modify the rotation structure, make fewer or additional awards, or make multiple non-exclusive awards, as determined to be in the Town's best interest.

The Contractor(s) shall furnish all personnel, equipment, vehicles, facilities, tools, materials, supervision, and other resources necessary to safely and efficiently perform the required services. Respondents must demonstrate experience performing accident recovery services, and all work shall be performed in accordance with this RFP, applicable federal, state, and local laws, and recognized towing industry standards.

Due to anticipated growth within the Town during the term of the contract, Contractors should demonstrate their ability to expand staffing, equipment, and operational capacity as service demand increases.

Services include, but are not limited to:

1. Police-directed towing, recovery, impound, and related services.
2. Accident scene response, vehicle recovery, towing, debris removal, and temporary traffic clearance.
3. Towing, transportation, storage, and release of abandoned, disabled, impounded, confiscated, or otherwise authorized vehicles from public rights-of-way and other locations designated by the Town, including vehicles impounded pursuant to Arizona Revised Statutes (A.R.S.) § 28-3511.
4. Roadside assistance and related services when requested by the Town or its authorized representatives.
5. Towing, transportation, and recovery of Town-owned vehicles, equipment, and related services.
6. Towing and recovery services for special events and unique circumstances, including vehicle rollovers, vehicles in ditches or off-road locations, vehicle

relocations, and tows performed in accordance with Town Code § 11-14-1.

7. Secure vehicle storage, release, documentation, and recordkeeping as required by the Town and applicable law.

The Contractor(s) shall provide towing and related services for, at a minimum, the following types of incidents and vehicles:

- Accident scenes and disabled vehicles.
- Vehicles that constitute a traffic hazard.
- Vehicles that may be evidence in a criminal investigation.
- Vehicles (including electric bicycles, electric scooters, and other motorized transportation devices) towed due to arrest, impoundment, or safekeeping.
- Vehicles towed pursuant to any ordinance of the Town or the laws of the State of Arizona (i.e., abandoned vehicles)
- Town-owned vehicles and equipment requiring towing or related services.
- Vehicles related to special events or circumstances in accordance with Town Code 11-14-1.

B. **Special Event Towing Services**

The Town may require towing and related services to support special events. Compensation for special event towing services, including standby services, shall be paid in accordance with the rate schedule. The Contractor may charge for mileage for any tows picked up 50 miles or more for Special Events (non-fleet vehicles).

C. **Historical Call Volume**

Historical towing service call volume for the past five (5) years to date is included in Attachment 5. Historical call volume is provided for informational purposes only and does not represent a guarantee of future work. Actual service volumes may vary.

D. **As-Needed Dispatch and Customer-Requested Tows**

Respondents should be aware that the tow service will be used on an ‘as needed’ basis. The only assurance the Town makes is that if the person involved in an accident does not request a specific towing service, the contracted towing service will be called by the Police Department and that, in the case of Town owned vehicles, the contracted towing service will be called. However, for Town vehicles with weights under 25,000 pounds GVW, the Town reserves the right to elect to utilize other services available if determined to be in its best interests. The rotation list will be used for any Police ordered tows.

The conditions of this proposal shall not apply when a tow, made by a towing company,

is initiated, specified and requested by the driver or owner of the vehicle.

E. **Contract Term**

The term of the agreement is two (2) years, and anticipated to begin on January 11, 2027 and continue through January 10, 2029. The Town and Contractor may mutually agree to extend the agreement for up to two (2) additional terms of two (2) years each, dependent on need, operational changes, and performance of the awarded firm(s). If the Contract is renewed, the total length of the Contract shall not exceed six (6) years. The Town reserves the right to extend the contract for up to thirty-one (31) days beyond the expiration of any extension term.

F. **Queen Creek Pricing Model**

The Town has determined that it is in the best interests of its citizens that this Request for Proposal (RFP) be evaluated on the qualifications, experience, and demonstrated capabilities of the Respondent rather than on price. Accordingly, the Town has established fixed rates for the major service categories of towing, storage and related services. All Respondents must accept the established rates in order to be considered for an award. The rates have been developed based on a market analysis of rates charged by surrounding public entities. By responding to this solicitation, Respondents agree to the rate schedule in Attachment 4 and to all requirements set forth in this RFP.

The initial tow rate shall include the following elements:

- Dispatch to the scene
- Movement of tow vehicle to the scene
- Hook fee
- Site clean-up
- Transportation of the vehicle to the storage facility
- The first twenty-four (24) hours of storage

Storage fees for vehicles impounded pursuant to A.R.S.§ 28-3511 tows will be as stated in current Arizona statute.

G. **Pricing Adjustments Upon Contract Renewal**

The Town may adjust the established pricing schedule at the time of each two-year contract renewal. Any adjustment shall be based on the percentage change in the **Producer Price Index (PPI) for PCU484 - Truck Transportation, Not Seasonally Adjusted,** as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated by comparing the PPI for October of the year immediately preceding the renewal year to the PPI for October two years prior. If this index is discontinued or unavailable, the Town may use a comparable PPI or another appropriate

index. Rates may increase, decrease, or remain unchanged based on the applicable index.

Requests for adjustments exceeding the applicable PPI-based increase must be submitted in writing with supporting documentation and justification and will only be considered during the contract renewal process. Approval of any adjustment exceeding the applicable index shall be at the sole discretion of the Town and only if determined to be in the Town's best interest.

H. **Town of Queen Creek Vehicle Classification**

Classification	Definition
Light Duty	Passenger cars, vans, light trucks up to 12,500# GVW
Medium Duty	Medium duty vehicles in excess of 12,501# GVW up to 26,000# GVW

I. **Licensing**

The Contractor shall maintain all current Federal, State and Town licenses required for the operation of said business.

Contractor shall at all times have the necessary permits to operate their business and fully comply with the provisions of the zoning ordinance and all other laws of the City and State.

Contractor equipment and drivers shall meet the requirements of the Arizona Revised Statutes and the State of Arizona Department of Public Safety Tow Truck Rules and Regulations.

Awarded firms are to comply with all laws and regulations, including those specifically related to the towing industry. Violation of any licensing or non-compliance with governing laws, regulations, etc. may result in immediate termination should an investigation reveal that a firm has willfully disregarded requirements or laws.

J. **Future Technology**

The Contractor shall collaborate with the Town of Queen Creek to implement future technology enhancements designed to improve operational efficiency and service delivery. Such enhancements may include, but are not limited to, receiving tow requests through a web-based platform, electronic communications, and other mutually agreed-

upon technology solutions that enhance services provided to the Town and community.

K. **Town Duties and Requirements**

1. Officer Authority

Investigating officers in the field, or their supervisors, shall make all decisions in relation to towing of vehicles in accordance with the contract. If the Contractor wishes to challenge a field decision, they may contact the Special Operations Lieutenant, or their representative, during normal business hours, Monday through Thursday.

The Police Department may use other tow companies not owned or maintained by contactor to clear the scene of any accident if, at the discretion of the investigating officer, it is necessary to do so to avoid endangering life or to avoid injury to any person or persons, and where conditions preclude waiting for Contractor's services. However, this does not authorize any other firm to tow a vehicle from the scene of the accident without the express request of the driver, owner or the officer in charge.

2. Tow Sheet

The Officer on scene will provide the tow driver with a properly completed, and legible copy of a Town tow sheet.

3. Cancellation of Tow Services

After receiving a request for towing service, such request may be canceled at any time by the Queen Creek Police Department, or the owner, or authorized agent of the owner of the vehicle requested to be towed.

- If such request for cancellation is made prior to any portion of the Contractor's equipment being physically attached to the vehicle to be towed, then responding firm shall not charge anyone for service.
- If such request for cancellation is made subsequent to any portion of Contractor's equipment being physically attached to the vehicle to be towed, then the Contractor shall be allowed to charge the tow rate specified under Line Item #1 of Attachment #4, Rate Schedule, even if, for any reason, said vehicle is not actually towed.

4. Post Award Meeting and Contract Administration

Upon receipt of an award, a meeting will be held between members of the Police Department, Fleet Services, the Procurement Office and the Contractor's account managers.

The purpose of this meeting will be to confirm performance expectations and to detail

Town policies and procedures regarding the administration of the contract(s).

On-going performance evaluation meetings will be scheduled periodically by the Town with its contracted firm(s) to clarify any points of possible confusion, provide response time reports and to ensure that the contracted firm provides quality service.

5. Towing Outside Queen Creek Town Limits

Should the tow require that the awarded firm leave the Queen Creek Town Limits the following will apply:

- Normal contracted tow fee may be charged
- Firm is to travel by the most direct route possible

Mileage fees may only be assessed for loaded miles except as exempted below:

For tows that originate at a location 50 miles or more from the assumed center point of Queen Creek (E Ocotillo Rd and S Crismon Rd) the Town will allow the responding firm to charge the contract established mileage fee for both unloaded and loaded miles on mileage outside of the Queen Creek Borders only. Firms will not be allowed to charge additional mileage if the point of dispatch of a unit would add mileage over a unit dispatched from a Queen Creek approved location.

6. Fleet Towing

When contacted, firm **must** be able to provide an estimated time of arrival (ETA). If the contacted firm is unable to provide a suitable ETA, Fleet Services reserves the right to contact other firms to complete the necessary work.

The driver is to contact Fleet Services when they arrive on scene at (480) 358-3131.

7. Town Inspections - Vehicles

All tow trucks may be inspected at any time by the Town on Contractor premises or in the field, at unspecified times.

Tow trucks shall be equipped at all times with a complement of dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles. They will also be equipped with brooms, shovels, oil absorbent materials, and other necessary equipment to clean up an accident scene.

Contractor's tow trucks shall have a communications system to provide immediate dispatch seven days per week, twenty-four hours per day including weekends and

holidays.

8. Town of Queen Creek - Other

Town shall have the right to thoroughly inspect and investigate the establishment(s), location of facilities, business reputation, and other general qualifications of any firm and to reject any offers if it is determined that the Contractor is lacking in any of the essentials necessary to assure acceptable standards of performance.

The Town further reserves the right to inspect, during normal business hours, the facilities and records which are related to this contract.

Inspection and approval of equipment and facilities by the Town is necessary before award of contract. After award, any change or substitution of the equipment or facilities shall be subject to the prior written approval of the Procurement Office.

Tour of susceptible respondents' facility, if conducted, will include review of the following items:

- Facility as described in RFP
- Location
- Customer access
- Signage
- Security features
- Facilities
- Check of towing vehicles present
- Organization of lot
- Available capacity of lot
- Overview of operations to include internal procedures and software system analysis
- Adequate staffing levels on site to support operations

L. **General Contractor Responsibilities**

1. Police Towing

The contracted firm will be responsible for removal of wrecked vehicles from accident scenes, vehicles which constitute a traffic hazard, vehicles that may be evidence of a crime, vehicles as a result of an arrest situation, vehicles for safe keeping due to human injury resulting in the operator not being able to make a selected choice, and any other vehicle in accordance with any ordinance of the Town or laws of the State

of Arizona (i.e., abandoned vehicles).

For Police towing, persons involved in any accident(s) have the options of:

- Using the towing service Contractor(s)
- Using the services of any other towing operator
- Using any other form of tow service

The only assurance the Town makes is that if the person(s) involved in the accident(s) does not request a specific towing service, a towing Contractor will be called by the Police Department.

For all vehicles towed under this contract an itemized fee schedule shall be presented to the vehicle operator prior to removal by the towing Contractor if the vehicle operator is available. This menu of charges must meet the Town specifications. A copy must be included in response package.

Any non-accident tow service call, initiated by the Queen Creek Police Department, will be referred to the towing Contractor. Any service provided shall be listed in the menu of services and fees submitted with the proposal and shall remain constant according to the terms and conditions of this RFP.

2. Town Vehicle Towing and Service

This category is for the towing of out-of-commission Town owned vehicles, moving of Town equipment as requested by the Town, and emergency services.

Most Town owned vehicles will be towed to the Town's Fleet Services facility located at the Field Operations Facility, 19805 S. 220th Street, Building D, Queen Creek, Arizona 85142 unless directed otherwise by an authorized representative of the Town.

Tow fee is applicable to any Town requested tow, or requested movement of vehicles and equipment, within the Town regardless of origin or destination and is the only fee which may be applied. If tow involves mileage outside the Town of Queen boundaries, then mileage charges (loaded miles only), as specified in the solicitation, may be applied.

If awarded firm is capable of moving multiple vehicles, or pieces of equipment, with a single unit, only one tow fee may be applied. This rule is applicable to Town tows only.

The Town reserves the right to tow Town-owned vehicles and equipment using its own

personnel and equipment.

3. Respondent Qualifications

Proposals will be considered from Respondents who have adequate personnel and equipment meeting the Town of Queen requirements and who are so situated as to perform prompt service and who maintain regular business hours. The telephone must be answered by a 'live' person 24/7 who is employed by the Respondent – an answering service or answering machine is not acceptable.

Proposals will be considered only from Contractors which are regularly engaged in the business as described in these specifications with a record of quality performance for a period of time and which have sufficient financial support, equipment and organization to ensure that they can satisfactorily and timely execute the services if awarded a contract under the terms and conditions stated herein.

A towing company shall be allowed only one position on the rotation list if multiple firms are awarded. Submitters with multiple companies/names must disclose all associations as a requirement of this proposal and specify which firm will be the contracted firm with the Town.

4. Equipment

Contractor shall have a sufficient number of adequately equipped tow vehicles to meet the requirements of this RFP. The Contractor shall have the necessary equipment, personnel and vehicle storage locations available at the time of proposal submittal or must provide the Town with enough documentation indicating that all requirements of this RFP will be in place by the contract start date.

To meet the requirements of this solicitation, the Town prefers that Contractors maintain the minimum fleet size as noted below. Vehicles are to be staged in proximity to Queen Creek.

- Eight (8) vehicles classified as light or medium duty
- At least two (2) must be classified as medium duty

The Town requires that light and medium duty vehicles be owned, or under a long-term lease, by the Respondent.

The Town prefers that vehicles be equipped with a vehicle tracking/locating system capable of providing real time location data.

Note: In the event a contract tow company cannot complete a Police Department tow request due to having inadequate equipment, the following will be done: It will be the responsibility of the contract tow company to subcontract with another company to

complete the tow. The contract tow company will be responsible for all fees associated with the tow request. It will also be the responsibility of the contract tow company to ensure the subcontracted tow company is in compliance with this RFP. The Town reserves the right to move to the next Contractor on the rotation list if the contract tow company cannot complete the request in a timely response in accordance with the Response Time.

5. Identification

Contractor shall be required to have its name and twenty-four-hour phone number posted at its place of business which shall be visible to the public from the street adjacent to, or nearest to, their place of business.

All tow trucks shall have contractor's name clearly indicated on their sides in minimum of three-inch (3") block letters. The name on the tow trucks shall match the name of the company as indicated within Respondent's proposal.

All tow trucks shall display the Department of Public Safety inspection seal if State inspection system is still in effect.

Contractor(s) will be furnished with decals indicating that they are an authorized towing firm for the Queen Creek Police Department. Said decals shall be issued for each tow truck which is operated by the contractor(s). Only tow trucks with the proper decal affixed to the right front side of the tow truck shall be permitted to tow vehicles from the scene, unless otherwise requested by the owner of towed vehicle.

Tow Trucks used to provide services under the contract shall not be changed without notice to, and prior written approval from, the Town.

6. Menu of Charges Card (to be given to owner or owners representative)

Contractor's drivers shall carry cards with complete contract information on the towing company. At a minimum this shall include:

- Company name
- Address
- Phone number – available 24 hours per day
- Hours of operation

The card shall include a menu of charges for both Town of Queen Creek tow fees rates and all other charges that may be assessed by the towing company. The tow

truck driver will give this card to the owner or driver of the towed vehicle.

At the time of tow, contracted company must indicate to vehicle owner, or owner's agent (if available) where vehicle will be stored.

7. Site Clean-up

It is the responsibility of the responding tow company to make every reasonable effort to quickly clean accident scenes of all debris and return the area to the condition prior to accident regardless of time required.

Prices noted shall include complete clean-up of debris, vehicle parts, and spills resulting from oils, gas, grease, batteries, anti-freeze, and other substances normally encountered at accident scenes.

8. Standby Time

The Contractor may charge the vehicle owner the hourly standby cost, as established by this contract, in 15-minute increments when the on scene wait time exceeds 30 minutes.

9. Storage Facilities

The Town requires that the Contractor storage lot(s) be located in close proximity (within 15 miles of center point of Queen Creek referenced in Section K.5) to the Town. The primary storage facility must be **comprised of at least one (1) acre – preferably a single continuous lot –** and must be maintained and meet all applicable Federal, State and Town laws. Multiple storage lots located in close proximity to one another, can be utilized to satisfy the lot size requirement. Acceptability of multiple lots is at the sole discretion of the Town.

The storage lot must have sufficient capacity to handle the volume of vehicles generated by the Town.

All storage locations shall be on record with the Town. Vehicles shall not be stored at any location other than the Town approved, on record, storage lot.

The Contractor shall maintain a clean and orderly storage facility providing sufficient space for all vehicles towed by the Contractor. All approved storage facilities shall

include at a minimum the following:

- Be enclosed with substantial fencing, at least six (6) feet high
- Capable of protecting stored vehicles and their contents from theft or vandalism
- Gates and buildings shall be securely locked when not in use
- The facility shall be reasonably screened from public view
- The storage facility shall be sufficiently lighted to ensure safe storage of vehicles

Any additional security features above the minimum required by the Town shall be noted by Respondent.

A sign shall be posted in a conspicuous place identifying the firm with a 24-hour telephone number.

The storage lot(s) shall provide an area for customer parking and a **climate controlled inside waiting area** for customers which shall be staffed by an on-site company representative during normal business hours. 'Normal business hours' are defined as 8:00a.m. to 5:00 p.m. Monday through Friday.

10. Photo Documentation Required with Submittal

Respondent shall **provide pictures** of storage lot(s) including, but not limited to, security features, waiting area, customer parking area, vehicle storage lot, appearance from street, etc.

11. Payment Methods

Vehicle owners, or owner's agent, shall have available to them, at a minimum, the following payment methods at all approved pick-up location(s):

- Cash (contracted firm(s) must be able to make change)
- Credit card (all major cards must be accepted)
- Debit card

12. Storage

Vehicles shall be taken directly to Contractor's storage facility unless the Contractor is advised differently by the Police Department.

Individuals whose vehicles have been impounded for reasons, other than evidentiary purposes, shall have the right to remove any personal property, perishables, or valuables prior to the release or payment of impound fees for vehicles stored in the Contractor's lot at no additional fee (other than open gate fee if request is made outside of contract established business hours). All fees shall be assessed against the owner. The Contractor shall make the vehicle's contents available to the

registered owner or an authorized representative.

Contractor shall not store towed vehicles at any location other than a Town approved storage facility.

Vehicles not removed from storage yards by customer or agent within ten (10) days (thirty (30) days preferred in the case of a A.R.S. § 28-3511 tow) may be stored at a designated, and approved, secure alternate lot.

If a transfer is made by the Contractor from the original storage lot to the Town alternate approved storage facility, there shall be no charge to the customer. The transfer shall be viewed only as a space saving procedure on the part of the Contractor. The Contractor shall be solely responsible for the safekeeping of vehicles towed and for items left in the vehicles. Contractor shall exercise reasonable care to ensure contents are safely secured.

13. Pick up of Vehicles – Primary Lot

For vehicles not subject to A.R.S. § 28-3511, the owner, or the owner's authorized agent, shall be able to recover the vehicle from the primary storage lot for a period of at least ten (10) days following the date of tow. After the applicable ten (10) day period, the Contractor may initiate the abandoned vehicle title process in accordance with applicable law.

For vehicles impounded pursuant to A.R.S. § 28-3511, the owner, or the owner's authorized agent, shall be able to recover the vehicle from the primary storage lot for a period of at least thirty (30) days following the date of impoundment. The Contractor shall not release the vehicle prior to expiration of the required impound period unless the owner or authorized agent presents the appropriate release documentation from Queen Creek Police Department authorizing release of the vehicle.
No additional tow fee may be charged by the Contractor when it is necessary for the Contractor to move a vehicle/unit from inside storage to allow owner or their representative access.

The vehicle owner, or owner's agent, shall be able to make payment at the lot where vehicle is stored. The owner shall not be required to visit multiple locations in order to retrieve their vehicle or make a payment.

14. Re-tows

Should a vehicle owner or their agent choose to utilize a different firm to move vehicle from Contractor's lot, the Contractor may not charge any re-tow fee, re-hook fee, lot movement fee, or any other fee to allow the vehicle owner or agent access to the

vehicle.

15. State/County/Local Fees

It is allowable to pass through actual fees without markup, to vehicle owners, related to reporting requirements at the current applicable fee.

16. Release of Vehicles

Prior to release of the vehicle by the towing service, the owner, or the owner's agent, shall pay towing and storage costs incurred in towing or storing the vehicle per fee schedule established as part of contract award.

Contractor shall not release any vehicle towed at the request of the Queen Creek Police Department that has been placed on a police hold without prior written authorization from the Queen Creek Police Department.

Permission to release will not be required for any vehicle that is routinely towed from an accident scene, however, the Contractor shall be solely responsible for determining that the vehicle is released to the owner or authorized agent.

If a tow truck operator is required (in writing by a public agency) to tow or store a vehicle which is needed as evidence in any criminal action or for future criminal investigation by the public agency, the public agency is liable for the towing and storage costs of the vehicle.

17. Safekeeping of Property

The Contractor shall ensure that the interior areas of vehicles are protected from rain and other elements by closing all operable windows. In the event the window(s) are inoperable, or the Contractor is unable to operate them for whatever reason, the Contractor shall seal the window(s) with plastic, or similar material, and maintain seal while property is in the possession of the Contractor. The cost for this service is included in the tow cost.

The Contractor shall be responsible for any damage caused to property as a result of the Contractor's own actions, including, but not limited to, any damage caused as a result of moving the property to a storage lot, from a storage lot, or within a storage lot.

18. Abandoned Vehicles

Abandoned vehicles shall become the responsibility of the Contractor. The Town shall not be charged for abandoned vehicle tows and, unless claimed, the Contractor may

apply for title under abandoned vehicle regulations per state of Arizona statutes.

For 3511 tows only, a copy of the title secured by the Contractor shall be submitted to the Town and include the Police Department report number.

19. Personnel

Contractor shall have available sufficient and qualified personnel for the dispatching, customer service, and operation of the required tow trucks as specified. Each driver shall have a current driver's license appropriate for the class of vehicle being operated and issued by the State of Arizona. All drivers shall operate the tow trucks in a safe and prudent manner, and shall refrain from using profane or vulgar language, gestures, or being under the influence of alcohol or drugs while performing work under this agreement. All drivers are to wear company issued uniforms which clearly identify the name of the firm and name of individual.

20. Safety

The Contractor shall be solely and completely responsible for conditions of the work site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously. Safety provisions shall conform to all applicable federal (including OSHA), state, county, local laws, ordinances, codes, and regulations. Where any of these are in conflict with the terms and conditions of the RFP, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

Additionally, all responders shall wear a high visibility class 3 reflective vest while working in roadways.

21. Records

The Contractor shall maintain a record of each vehicle towed for the Town that

includes, at the minimum, the following:

- Location where the vehicle was picked-up
- Vehicle destination/storage location
- Date and time of the pick-up
- Date and time of release
- Vehicle make, model and year
- License plate number and state of issue
- Vehicle identification number (VIN)
- Name of individual to whom the vehicle was released
- Name of individual who signed for the vehicle's release
- Incident number for Police tows

22. Customer Invoice

Customers shall receive an itemized invoice that clearly and accurately shows how charges were assessed based on the fee schedule established by this contract.

A Sample invoice must accompany your submission.

23. Use of Repair Shop for Vehicles Towed

Tow truck drivers, owners, and operators shall not solicit or recommend a repair facility to the owner or driver of a damaged vehicle.

The Contractor shall not solicit business for any particular vehicle repair shop(s) during the towing process and shall not receive remuneration in any form from the vehicle repair shops that may have received vehicles for repair resulting from a tow by the Contractor under the Town agreement.

24. Availability

Towing and release services shall be available twenty-four (24) hours per day every calendar day of the year.

Contractor shall have an on-site representative to provide a means for release of, or access to, vehicle during normal business hours at no charge to the customer. 'Normal business hours' are defined as 8:00 a.m. to 5:00 p.m. Monday

through Friday. Normal business hours are exempt on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

At all other times, the Contractor's services must be available through a central communications service for the release of vehicles and personal property. Release time response shall not be more than one (1) hour during non-business hours. The "after hours" telephone number shall be prominently posted at the storage location for after-hours release of vehicles or personal property left in vehicles.

25. Response Time

Upon receiving a request for towing service, Contractor shall be responsible for dispatching trucks.

Only one firm will be notified of the incident unless special circumstances require the use of multiple firms.

Response time for Light and Medium-Duty Towing (from time of receiving request from Queen Creek): Shall not be more than thirty (30) minutes for arrival at the site designated in said request for tows within the boundaries of the Town. Tow unit is to arrive on the scene ready and capable of towing a vehicle involved in an incident.

In the case of a multiple vehicle incident, when an additional unit is needed, it is expected that the second, and any additionally needed, tow vehicle(s) arrive at the scene in a time not to exceed 45 minutes from dispatch.

When responding to calls, the driver is expected to observe posted speed limits and applicable traffic laws.

26. Rotation – if multiple firms are awarded

The Town will maintain a rotation list of approved Contractors.

Firms operating under multiple names will not receive additional slots in the rotation system. The company shall designate which of their firms will be the firm providing services to the Town.

The Town will rotate through this list on a per incident basis, and multiple Contractors

will not be dispatched to the same incident. If the Contractor cannot meet the Response Time or equipment requirement for the second tow, the Town reserves the right to contact the next Contractor on the rotation list to ensure timely removal.

The Town will make every effort to uphold the rotation schedule.

27. Reporting Requirement

For each day of the contract, the awarded Contractor shall supply to the Town a report within the next business day which provides complete information for all tows for the previous 24-hour period. The report shall contain, at a minimum, the following information:

- Incident number
- Date
- Dispatch time
- Time of arrival on-scene
- 30-day tow – yes or no
- Plate number
- VIN
- Model of vehicle
- Make of vehicle
- Year of vehicle
- Towed from location
- Storage location

28. Billing and Payments

Charges for services provided under this agreement shall be paid directly to the Contractor by the individual(s) receiving the service. The Town will not be responsible for non-payment of bills tendered to the individual(s). All invoices for towing services to be paid by the Town including the Queen Creek Police Department shall be submitted within thirty (30) days from service delivery date.

Charges for the towing of impounded vehicles for evidence purposes will be paid to the Contractor by the Town. Contractor shall submit invoices directly to the Police

Department and email a copy to Accounts Payable:

Queen Creek Police Department
Attn: Sr. Administrative Assistant
22358 S. Ellsworth Road
Queen Creek, AZ. 85142
Email: accountspayable@queencreekaz.gov

Any invoice which does not have the incident number clearly identified on both the tow ticket and invoice will result in that invoice not being paid. The applicable purchase order number should also be included on the invoice, if available.

Charges for towing of Town vehicles will be paid by the Town. Contractor shall submit invoices directly to the Fleet Services Division and email a copy to Accounts Payable:

Queen Creek Fleet Services Division
19805 S. 220th Street, Building D
Queen Creek, AZ 85142
Email: accountspayable@queencreekaz.gov

Any invoice which does not have the Queen Creek unit number clearly indicated will result in that invoice not being paid. The applicable purchase order number should also be included on the invoice, if available.

Information required on all paperwork

- Tow truck driver must LEGIBLY PRINT their First and Last name on ticket.
- Police tow tickets/invoices must include the incident number
- Fleet tow tickets/invoices must include the Queen Creek unit number.
- A legible signature is required on all invoices.

EXHIBIT B

RATE SCHEDULE

Customer charges will be based upon the gross vehicle weight (GVW) of the vehicle towed and not the class of tow vehicle dispatched. Storage fees related to A.R.S.§ 28-3511 tows will be regulated by the State of Arizona.

Towing/Se rvice Rates

Item	Description	Category	Rate
1	Total Tow Fee: All fees, including mileage, and the first day (24 hours) of storage for towing to any location within the Town of Queen Creek or Contractors designated storage yard.	Under 12,500#	$ 114
		12,501 # to 26,000#	$ 180
2	Storage fee, per day, beyond initial day included in Item 1 (Total Tow Fee). (Storage day fees for 3511 tows shall be $25.00 or latest approved price.)	Under 12,500#	$ 35
		12,501 # to 26,000#	$ 52
3	Hourly Special Service Charge: Applies to canal towing, vehicle uprighting, special events, and other special towing circumstances	Under 12,500#	$ 84
		12,501 # to 26,000#	$ 120
4	Hourly Standby Charge – only if parameters established by solicitation are exceeded (billable in 15-minute increments)	Under 12,500#	$ 40
		12,501 # to 26,000#	$ 58
5	Open Lot / After-Hours Access Fee: Access to, or release of, a vehicle outside of normal business hours as specified in solicitation		$ 58
6	Hourly Fee - Off-Road Towing		$ 150
7	Mileage Fee per mile, for mileage to, or from, any location outside the boundaries of the Town of Queen Creek per language in solicitation (Loaded or Unloaded)	Under 12,500#	$ 4
		12,501 # to 26,000#	$ 5
The following charges (#8 – #14) are applicable only to Town tows			
8	Town Lot Vehicle Moves – Per vehicle move fee within an established lot such as the Fleet Yard or Police Evidence Yard. To be applied to the total number of vehicles moved within a particular lot.	Per Vehicle	$ 50
9	Vehicle Jump Start		$ 48
10	Vehicle Tire Change – light duty (per tire)		$ 48
11	Vehicle Tire Change – medium duty (per tire)		$ 54
12	Vehicle lockout Fee		$ 36
13	Out of Fuel Fee (cost to include 2 gallons of fuel)		$ 60
14	Hourly Fee - Off-Road Towing		$ 150

Town will pay rates as established above for its tow.

ADDITIONAL SERVICES PRICE SHEET

Towing and Vehicle Storage Services, RFP No. 27-001

IMPORTANT – THIS FORM DOES NOT REPLACE THE RATE SCHEDULE.

Respondents must conform to the Rate Schedule as required by RFP No. 27-001. This Additional Services Price Sheet is supplemental to the Rate Schedule and may not be submitted in lieu of the RFP Rate Schedule.

Use this sheet to identify any additional services and associated rates your company offers to the Town that are not otherwise listed on the Rate Schedule. Examples may include heavy-duty towing services, special equipment or services, etc.

Company Name:	**Evan's Towing & Recovery LLC**

Item / Service Description	Unit of Measure	Rate / Fee	Additional Notes / Response Time, etc.
Heavy Duty Towing Service	Hourly	$250.00	Equipment available 24/7 30-minute response time
Skid Steer	Hourly	$200.00	Equipment available 24/7 30-minute response time
Dump Trailer	Hourly	$200.00	Equipment available 24/7 30-minute response time
Landoll Heavy RV Towing	Hourly	$250.00	Equipment available 24/7 30-minute response time

EXHIBIT C

INSURANCE

1 VEHICLE TRANSPORT / STORAGE / REPAIR

1.1 Indemnification Clause

1.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Town of Queen Creek, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the Town of Queen Creek. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, or commission of the Town of Queen Creek.

1.2 Insurance Requirements

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

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

1.3 Minimum Scope and Limits of Insurance

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

1.3.1 Commercial General Liability (CGL) – Occurrence Form

- Each Occurrence Limit $1,000,000
- Personal Injury/Advertising Injury Limit $1,000,000
- Products/Completed Operations Aggregate Limit $2,000,000
- General Aggregate Limit $2,000,000
  (other than Products/Completed Operations)

Coverage must include a Waiver of Subrogation endorsement.
Both policy forms must include:

1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
2) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to name Town as an Additional Insured for the entire 10-year period.
3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
4) Broad Form Property Damage coverage, including completed operations or its equivalent.
5) An endorsement naming Town, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
6) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
7) Coverage on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable.
8) Coverage to include general aggregate limits on a "per project" basis.

1.3.2 Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

- Each Occurrence $1,000,000
- Aggregate $2,000,000

1.3.3 Hook Fee Liability:

Coverage Amount: $500,000 per occurrence/aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

1.3.4 Garage Keepers Liability – Direct and Primary Coverage:

Coverage Amount:

- Each Auto $750,000
- Each Occurrence $750,000

1.3.5 Pollution Legal Liability $

(Applicable as to any pollutants or hazardous waste exposures as part of Work)
Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

1.3.6 Commercial Auto Coverage

Auto Liability limits of not less than $1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

1.3.7 Workers' Compensation and Employers' Liability

Coverage A. Statutory Benefits.
Coverage B. Employer's Liability.

- Bodily Injury by accident $100,000 each accident
- Bodily Injury by disease $500,000 policy limit
- Bodily Injury by disease $100,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

1.4 Additional Insurance Requirements

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

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

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

1.4.3 The Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this contract. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this contract. The Contractor's insurance coverage must be primary insurance with respect to the Town, its officers, officials, agents, and employees and must apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

1.5 Notice of Cancellation

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

1.6 Acceptability of Insurers

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

1.7 Verification of Coverage

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

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

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies

as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.3 All certificates required by this Contract shall be sent directly to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov. **The Town of Queen Creek project/contract number and project location shall be noted on the certificate of insurance.** The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

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

1.9 Approval and Modifications

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

1.10 Exceptions

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

1.1 Other Requirements

1.11.1 Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Town prior to commencement of any Work. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

1.11.2 Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.

1.11.3 Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

1.11.4 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1.11.5 In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1.11.6 Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.

1.11.7 Town and Contractor waive all rights against each other and against Town, Contractor, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

1.11.8 Such property insurance maintained by Town does not cover any tools or equipment owned or rented by Contractor including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

1.11.9 If the Contract Documents provide for a Town Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

TOWN OF QUEEN CREEK

AGREEMENT FOR TOWING AND VEHICLE STORAGE SERVICES

Town Contract Number: _____

This Contract is made and entered into effective as of the _____ day of December, 2026 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Emergency Transport and Towing, an Arizona limited liability company ("Contractor"). Town and Contractor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Town issued a Request for Proposals for Towing and Vehicle Storage Services, RFP No. 27-001, (hereinafter "the RFP"); and,

WHEREAS, Contractor submitted a response to the RFP on or before September 30, 2026 ("Response"); and,

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

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

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

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

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

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

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. FEES

A. Contractor shall charge the rates according to the Rate Schedule set forth in Exhibit B.

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

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

D. Price Adjustment Upon Contract Renewal: The Town may adjust the established pricing schedule at the time of each two-year contract renewal. Any adjustment shall be based on the percentage change in the Producer Price Index (PPI) for PCU484 - Truck Transportation, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated by comparing the PPI for October of the year immediately preceding the renewal year to the PPI for October two years prior. If this index is discontinued or unavailable, the Town may use a comparable PPI or another appropriate index. Rates may increase, decrease, or remain unchanged based on the applicable index.

   Requests for adjustments exceeding the applicable PPI-based increase must be submitted in writing with supporting documentation and justification and will only be considered during the contract renewal process. Approval of any adjustment exceeding the applicable index shall be at the sole discretion of the Town and only if determined to be in the Town's best interest.

ARTICLE 3. TERM OF CONTRACT

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

B. The term of the Contract shall commence on January 11, 2027 and shall continue for a period of two (2) years, expiring on January 10, 2029. The Town has the option, in the Town's sole discretion to renew the Contract for two (2) additional two-year periods. If the Contract is renewed, the total length of the Contract shall not exceed six (6) years. Any of the two (2) year Contracts may be unilaterally extended by the Town for a period of thirty–one (31) days.

ARTICLE 4. TERMINATION OF CONTRACT

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

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

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

D. The Contractor shall receive as compensation in full only for Services performed and Goods delivered to the Town, and approved in writing by the Contract Administrator, prior to the date of such termination. The Town shall make such final payment within 60 days after the latest of: (i) Contractor's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Contractor's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph C of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

B. The Contractor may engage such subContractors as Contractor may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subContractors for the performance of any part of the Services specified in Exhibit

A shall be subject to the prior written approval of the Town. Employment of such subContractors in order to complete the Services set forth in Exhibit A shall not entitle Contractor to additional compensation beyond that set forth in Article 2. The Contractor shall be responsible for and shall warrant all Services including work delegated to such subContractors.

ARTICLE 7. COMPLETENESS AND ACCURACY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

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

ARTICLE 9. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subContractor. The Contractor's duty to defend, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Contractor or anyone for whose acts the Contractor may be legally liable. It is the specific intention of the Parties that the Indemnitees shall be indemnified by Contractor from and against all Claims other than those arising from the Indemnitees' sole negligence. The Contractor will be responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

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

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

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

ARTICLE 10. INSURANCE

Please refer to Exhibit C for Insurance Requirements.

ARTICLE 11. WARRANTIES

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

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

C. Copies of all applicable manufacturers' warranties shall be delivered to the Town with or before delivery to the Town, or installation of any Goods. The Contract Administrator may at any time require Contractor to deliver to the Contract Administrator written warranties from the Contractor, and/or the manufacturers of the Goods, for review and approval by the Town. These warranties shall be in form and content satisfactory to the Town, the

Project building owner (if different than the Town), the Town's lender(s), if any, and any other person reasonably requested by the Town, or the Town's lender(s). If the Contractor fails to deliver such warranties, or if the warranties are determined by the Contract Administrator to be inadequate or unacceptable, the Contractors will be considered to be in material breach of this Contract.

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

ARTICLE 12. ADDITIONAL DISCLOSURES BY CONTRACTOR

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

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

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

ARTICLE 13. CONTRACT ADMINISTRATOR

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

ARTICLE 14. NOTICE

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

Town:	Bruce Gardner, Town Manager 22350 South Ellsworth Road Queen Creek, AZ 85142 Email: Bruce.Gardner@QueenCreekAZ.Gov
With a copy to:	Clifford Mattice, Town Attorney 22350 South Ellsworth Road Queen Creek, AZ 85142 Email: Clilfford.mattice@queencreekaz.gov
Contractor:	Emergency Transport and Towing, LLC 725 E. Southern Avenue Mesa, AZ 85204 Email: theresa@emergencytowingheavyrescue.com

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by Email, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by Email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by Email.

ARTICLE 15. GENERAL PROVISIONS

A. RECORDS AND AUDIT RIGHTS.

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

B. INCORPORATION OF RECITALS AND EXHIBITS.

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

C. ATTORNEYS' FEES.

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

D. ENTIRE AGREEMENT.

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

E. GOVERNING LAW.

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

F. INDEPENDENT CONTRACTOR.

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

G. TAXES.

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractors performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Contractor acknowledges that Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Sales tax for Goods received by the Town in relation to this Contract shall be indicated as a separate item on any notice of amount due.

H. AMENDMENTS.

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

I. COMPLIANCE WITH LAW.

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

J. SEVERABILITY.

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

K. WAIVER.

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

L. COUNTERPARTS.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the Town that the Contractor and all its subContractors 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). Contractor acknowledges that a breach of this warranty by the Contractor or any of its subContractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Contractor or any subContractor who works on this Contract to ensure compliance with this warranty.

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

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subContractors who provide services under this Contract or any subcontract. As

used in this Section M "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. ISRAEL BOYCOTT PROVISION.

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

O. CANCELLATION FOR CONFLICT OF INTEREST.

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

P. LICENSES.

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

Q. PERMITS AND RESPONSIBILITIES.

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

R. LIENS.

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

S. PATENTS AND COPYRIGHTS.

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

T. WORKPLACE COMPLIANCE.

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

U. PRIORITY OF DOCUMENTS.

In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, including but not limited to Scope of Services, the terms of this Contract

shall prevail. In the event of a conflict between the terms of any bid document (RFP, RFQ, IFB) and the terms of a response, the terms of the bid document will control.

V. A.R.S. § 35-394 CERTIFICATION.

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

ARTICLE 16. FUNDS APPROPRIATION

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

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

TOWN OF QUEEN CREEK:

APPROVED BY:

SIGNATURE

Julia Wheatley

FULL NAME

DATE SIGNED

Mayor

TITLE

REVIEWED BY:

SIGNATURE

Bruce Gardner

FULL NAME

DATE SIGNED

Town Manager

TITLE

CONTRACTOR:

EMERGENCY TRANSPORT AND TOWING, LLC

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

ATTEST TO:

SIGNATURE

Maria Gonzalez

FULL NAME

DATE SIGNED

Town Clerk

TITLE

APPROVED AS TO FORM:

SIGNATURE

Clifford Mattice

FULL NAME

DATE SIGNED

Town Attorney

TITLE

EXHIBIT A

SCOPE OF WORK

A. General Service Requirements

The Contractor(s) shall provide comprehensive towing services identified within this RFP. Services shall be provided on an as-needed basis and must be available 24 hours a day, seven (7) days a week, including holidays.

The Town intends to establish a rotation system consisting of up to four (4) qualified Contractors to provide prompt, reliable, and professional towing services. The anticipated awards include four (4) Contractors for Light and Medium-Duty Towing. The Town reserves the right to modify the rotation structure, make fewer or additional awards, or make multiple non-exclusive awards, as determined to be in the Town's best interest.

The Contractor(s) shall furnish all personnel, equipment, vehicles, facilities, tools, materials, supervision, and other resources necessary to safely and efficiently perform the required services. Respondents must demonstrate experience performing accident recovery services, and all work shall be performed in accordance with this RFP, applicable federal, state, and local laws, and recognized towing industry standards.

Due to anticipated growth within the Town during the term of the contract, Contractors should demonstrate their ability to expand staffing, equipment, and operational capacity as service demand increases.

Services include, but are not limited to:

1. Police-directed towing, recovery, impound, and related services.
2. Accident scene response, vehicle recovery, towing, debris removal, and temporary traffic clearance.
3. Towing, transportation, storage, and release of abandoned, disabled, impounded, confiscated, or otherwise authorized vehicles from public rights-of-way and other locations designated by the Town, including vehicles impounded pursuant to Arizona Revised Statutes (A.R.S.) § 28-3511.
4. Roadside assistance and related services when requested by the Town or its authorized representatives.
5. Towing, transportation, and recovery of Town-owned vehicles, equipment, and related services.
6. Towing and recovery services for special events and unique circumstances, including vehicle rollovers, vehicles in ditches or off-road locations, vehicle

relocations, and tows performed in accordance with Town Code § 11-14-1.

7. Secure vehicle storage, release, documentation, and recordkeeping as required by the Town and applicable law.

The Contractor(s) shall provide towing and related services for, at a minimum, the following types of incidents and vehicles:

- Accident scenes and disabled vehicles.
- Vehicles that constitute a traffic hazard.
- Vehicles that may be evidence in a criminal investigation.
- Vehicles (including electric bicycles, electric scooters, and other motorized transportation devices) towed due to arrest, impoundment, or safekeeping.
- Vehicles towed pursuant to any ordinance of the Town or the laws of the State of Arizona (i.e., abandoned vehicles)
- Town-owned vehicles and equipment requiring towing or related services.
- Vehicles related to special events or circumstances in accordance with Town Code 11-14-1.

B. **Special Event Towing Services**

The Town may require towing and related services to support special events. Compensation for special event towing services, including standby services, shall be paid in accordance with the rate schedule. The Contractor may charge for mileage for any tows picked up 50 miles or more for Special Events (non-fleet vehicles).

C. **Historical Call Volume**

Historical towing service call volume for the past five (5) years to date is included in Attachment 5. Historical call volume is provided for informational purposes only and does not represent a guarantee of future work. Actual service volumes may vary.

D. **As-Needed Dispatch and Customer-Requested Tows**

Respondents should be aware that the tow service will be used on an ‘as needed’ basis. The only assurance the Town makes is that if the person involved in an accident does not request a specific towing service, the contracted towing service will be called by the Police Department and that, in the case of Town owned vehicles, the contracted towing service will be called. However, for Town vehicles with weights under 25,000 pounds GVW, the Town reserves the right to elect to utilize other services available if determined to be in its best interests. The rotation list will be used for any Police ordered tows.

The conditions of this proposal shall not apply when a tow, made by a towing company,

is initiated, specified and requested by the driver or owner of the vehicle.

E. **Contract Term**

The term of the agreement is two (2) years, and anticipated to begin on January 11, 2027 and continue through January 10, 2029. The Town and Contractor may mutually agree to extend the agreement for up to two (2) additional terms of two (2) years each, dependent on need, operational changes, and performance of the awarded firm(s). If the Contract is renewed, the total length of the Contract shall not exceed six (6) years. The Town reserves the right to extend the contract for up to thirty-one (31) days beyond the expiration of any extension term.

F. **Queen Creek Pricing Model**

The Town has determined that it is in the best interests of its citizens that this Request for Proposal (RFP) be evaluated on the qualifications, experience, and demonstrated capabilities of the Respondent rather than on price. Accordingly, the Town has established fixed rates for the major service categories of towing, storage and related services. All Respondents must accept the established rates in order to be considered for an award. The rates have been developed based on a market analysis of rates charged by surrounding public entities. By responding to this solicitation, Respondents agree to the rate schedule in Attachment 4 and to all requirements set forth in this RFP.

The initial tow rate shall include the following elements:

- Dispatch to the scene
- Movement of tow vehicle to the scene
- Hook fee
- Site clean-up
- Transportation of the vehicle to the storage facility
- The first twenty-four (24) hours of storage

Storage fees for vehicles impounded pursuant to A.R.S.§ 28-3511 tows will be as stated in current Arizona statute.

G. **Pricing Adjustments Upon Contract Renewal**

The Town may adjust the established pricing schedule at the time of each two-year contract renewal. Any adjustment shall be based on the percentage change in the **Producer Price Index (PPI) for PCU484 - Truck Transportation, Not Seasonally Adjusted,** as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated by comparing the PPI for October of the year immediately preceding the renewal year to the PPI for October two years prior. If this index is discontinued or unavailable, the Town may use a comparable PPI or another appropriate

index. Rates may increase, decrease, or remain unchanged based on the applicable index.

Requests for adjustments exceeding the applicable PPI-based increase must be submitted in writing with supporting documentation and justification and will only be considered during the contract renewal process. Approval of any adjustment exceeding the applicable index shall be at the sole discretion of the Town and only if determined to be in the Town's best interest.

H. **Town of Queen Creek Vehicle Classification**

Classification	Definition
Light Duty	Passenger cars, vans, light trucks up to 12,500# GVW
Medium Duty	Medium duty vehicles in excess of 12,501# GVW up to 26,000# GVW

I. **Licensing**

The Contractor shall maintain all current Federal, State and Town licenses required for the operation of said business.

Contractor shall at all times have the necessary permits to operate their business and fully comply with the provisions of the zoning ordinance and all other laws of the City and State.

Contractor equipment and drivers shall meet the requirements of the Arizona Revised Statutes and the State of Arizona Department of Public Safety Tow Truck Rules and Regulations.

Awarded firms are to comply with all laws and regulations, including those specifically related to the towing industry. Violation of any licensing or non-compliance with governing laws, regulations, etc. may result in immediate termination should an investigation reveal that a firm has willfully disregarded requirements or laws.

J. **Future Technology**

The Contractor shall collaborate with the Town of Queen Creek to implement future technology enhancements designed to improve operational efficiency and service delivery. Such enhancements may include, but are not limited to, receiving tow requests through a web-based platform, electronic communications, and other mutually agreed-

upon technology solutions that enhance services provided to the Town and community.

K. **Town Duties and Requirements**

1. Officer Authority

Investigating officers in the field, or their supervisors, shall make all decisions in relation to towing of vehicles in accordance with the contract. If the Contractor wishes to challenge a field decision, they may contact the Special Operations Lieutenant, or their representative, during normal business hours, Monday through Thursday.

The Police Department may use other tow companies not owned or maintained by contactor to clear the scene of any accident if, at the discretion of the investigating officer, it is necessary to do so to avoid endangering life or to avoid injury to any person or persons, and where conditions preclude waiting for Contractor's services. However, this does not authorize any other firm to tow a vehicle from the scene of the accident without the express request of the driver, owner or the officer in charge.

2. Tow Sheet

The Officer on scene will provide the tow driver with a properly completed, and legible copy of a Town tow sheet.

3. Cancellation of Tow Services

After receiving a request for towing service, such request may be canceled at any time by the Queen Creek Police Department, or the owner, or authorized agent of the owner of the vehicle requested to be towed.

- If such request for cancellation is made prior to any portion of the Contractor's equipment being physically attached to the vehicle to be towed, then responding firm shall not charge anyone for service.
- If such request for cancellation is made subsequent to any portion of Contractor's equipment being physically attached to the vehicle to be towed, then the Contractor shall be allowed to charge the tow rate specified under Line Item #1 of Attachment #4, Rate Schedule, even if, for any reason, said vehicle is not actually towed.

4. Post Award Meeting and Contract Administration

Upon receipt of an award, a meeting will be held between members of the Police Department, Fleet Services, the Procurement Office and the Contractor's account managers.

The purpose of this meeting will be to confirm performance expectations and to detail

Town policies and procedures regarding the administration of the contract(s).

On-going performance evaluation meetings will be scheduled periodically by the Town with its contracted firm(s) to clarify any points of possible confusion, provide response time reports and to ensure that the contracted firm provides quality service.

5. Towing Outside Queen Creek Town Limits

Should the tow require that the awarded firm leave the Queen Creek Town Limits the following will apply:

- Normal contracted tow fee may be charged
- Firm is to travel by the most direct route possible

Mileage fees may only be assessed for loaded miles except as exempted below:

For tows that originate at a location 50 miles or more from the assumed center point of Queen Creek (E Ocotillo Rd and S Crismon Rd) the Town will allow the responding firm to charge the contract established mileage fee for both unloaded and loaded miles on mileage outside of the Queen Creek Borders only. Firms will not be allowed to charge additional mileage if the point of dispatch of a unit would add mileage over a unit dispatched from a Queen Creek approved location.

6. Fleet Towing

When contacted, firm **must** be able to provide an estimated time of arrival (ETA). If the contacted firm is unable to provide a suitable ETA, Fleet Services reserves the right to contact other firms to complete the necessary work.

The driver is to contact Fleet Services when they arrive on scene at (480) 358-3131.

7. Town Inspections - Vehicles

All tow trucks may be inspected at any time by the Town on Contractor premises or in the field, at unspecified times.

Tow trucks shall be equipped at all times with a complement of dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles. They will also be equipped with brooms, shovels, oil absorbent materials, and other necessary equipment to clean up an accident scene.

Contractor's tow trucks shall have a communications system to provide immediate dispatch seven days per week, twenty-four hours per day including weekends and

holidays.

8. Town of Queen Creek - Other

Town shall have the right to thoroughly inspect and investigate the establishment(s), location of facilities, business reputation, and other general qualifications of any firm and to reject any offers if it is determined that the Contractor is lacking in any of the essentials necessary to assure acceptable standards of performance.

The Town further reserves the right to inspect, during normal business hours, the facilities and records which are related to this contract.

Inspection and approval of equipment and facilities by the Town is necessary before award of contract. After award, any change or substitution of the equipment or facilities shall be subject to the prior written approval of the Procurement Office.

Tour of susceptible respondents' facility, if conducted, will include review of the following items:

- Facility as described in RFP
- Location
- Customer access
- Signage
- Security features
- Facilities
- Check of towing vehicles present
- Organization of lot
- Available capacity of lot
- Overview of operations to include internal procedures and software system analysis
- Adequate staffing levels on site to support operations

L. **General Contractor Responsibilities**

1. Police Towing

The contracted firm will be responsible for removal of wrecked vehicles from accident scenes, vehicles which constitute a traffic hazard, vehicles that may be evidence of a crime, vehicles as a result of an arrest situation, vehicles for safe keeping due to human injury resulting in the operator not being able to make a selected choice, and any other vehicle in accordance with any ordinance of the Town or laws of the State

of Arizona (i.e., abandoned vehicles).

For Police towing, persons involved in any accident(s) have the options of:

- Using the towing service Contractor(s)
- Using the services of any other towing operator
- Using any other form of tow service

The only assurance the Town makes is that if the person(s) involved in the accident(s) does not request a specific towing service, a towing Contractor will be called by the Police Department.

For all vehicles towed under this contract an itemized fee schedule shall be presented to the vehicle operator prior to removal by the towing Contractor if the vehicle operator is available. This menu of charges must meet the Town specifications. A copy must be included in response package.

Any non-accident tow service call, initiated by the Queen Creek Police Department, will be referred to the towing Contractor. Any service provided shall be listed in the menu of services and fees submitted with the proposal and shall remain constant according to the terms and conditions of this RFP.

2. Town Vehicle Towing and Service

This category is for the towing of out-of-commission Town owned vehicles, moving of Town equipment as requested by the Town, and emergency services.

Most Town owned vehicles will be towed to the Town's Fleet Services facility located at the Field Operations Facility, 19805 S. 220th Street, Building D, Queen Creek, Arizona 85142 unless directed otherwise by an authorized representative of the Town.

Tow fee is applicable to any Town requested tow, or requested movement of vehicles and equipment, within the Town regardless of origin or destination and is the only fee which may be applied. If tow involves mileage outside the Town of Queen boundaries, then mileage charges (loaded miles only), as specified in the solicitation, may be applied.

If awarded firm is capable of moving multiple vehicles, or pieces of equipment, with a single unit, only one tow fee may be applied. This rule is applicable to Town tows only.

The Town reserves the right to tow Town-owned vehicles and equipment using its own

personnel and equipment.

3. Respondent Qualifications

Proposals will be considered from Respondents who have adequate personnel and equipment meeting the Town of Queen requirements and who are so situated as to perform prompt service and who maintain regular business hours. The telephone must be answered by a 'live' person 24/7 who is employed by the Respondent – an answering service or answering machine is not acceptable.

Proposals will be considered only from Contractors which are regularly engaged in the business as described in these specifications with a record of quality performance for a period of time and which have sufficient financial support, equipment and organization to ensure that they can satisfactorily and timely execute the services if awarded a contract under the terms and conditions stated herein.

A towing company shall be allowed only one position on the rotation list if multiple firms are awarded. Submitters with multiple companies/names must disclose all associations as a requirement of this proposal and specify which firm will be the contracted firm with the Town.

4. Equipment

Contractor shall have a sufficient number of adequately equipped tow vehicles to meet the requirements of this RFP. The Contractor shall have the necessary equipment, personnel and vehicle storage locations available at the time of proposal submittal or must provide the Town with enough documentation indicating that all requirements of this RFP will be in place by the contract start date.

To meet the requirements of this solicitation, the Town prefers that Contractors maintain the minimum fleet size as noted below. Vehicles are to be staged in proximity to Queen Creek.

- Eight (8) vehicles classified as light or medium duty
- At least two (2) must be classified as medium duty

The Town requires that light and medium duty vehicles be owned, or under a long-term lease, by the Respondent.

The Town prefers that vehicles be equipped with a vehicle tracking/locating system capable of providing real time location data.

Note: In the event a contract tow company cannot complete a Police Department tow request due to having inadequate equipment, the following will be done: It will be the responsibility of the contract tow company to subcontract with another company to

complete the tow. The contract tow company will be responsible for all fees associated with the tow request. It will also be the responsibility of the contract tow company to ensure the subcontracted tow company is in compliance with this RFP. The Town reserves the right to move to the next Contractor on the rotation list if the contract tow company cannot complete the request in a timely response in accordance with the Response Time.

5. Identification

Contractor shall be required to have its name and twenty-four-hour phone number posted at its place of business which shall be visible to the public from the street adjacent to, or nearest to, their place of business.

All tow trucks shall have contractor's name clearly indicated on their sides in minimum of three-inch (3") block letters. The name on the tow trucks shall match the name of the company as indicated within Respondent's proposal.

All tow trucks shall display the Department of Public Safety inspection seal if State inspection system is still in effect.

Contractor(s) will be furnished with decals indicating that they are an authorized towing firm for the Queen Creek Police Department. Said decals shall be issued for each tow truck which is operated by the contractor(s). Only tow trucks with the proper decal affixed to the right front side of the tow truck shall be permitted to tow vehicles from the scene, unless otherwise requested by the owner of towed vehicle.

Tow Trucks used to provide services under the contract shall not be changed without notice to, and prior written approval from, the Town.

6. Menu of Charges Card (to be given to owner or owners representative)

Contractor's drivers shall carry cards with complete contract information on the towing company. At a minimum this shall include:

- Company name
- Address
- Phone number – available 24 hours per day
- Hours of operation

The card shall include a menu of charges for both Town of Queen Creek tow fees rates and all other charges that may be assessed by the towing company. The tow

truck driver will give this card to the owner or driver of the towed vehicle.

At the time of tow, contracted company must indicate to vehicle owner, or owner's agent (if available) where vehicle will be stored.

7. Site Clean-up

It is the responsibility of the responding tow company to make every reasonable effort to quickly clean accident scenes of all debris and return the area to the condition prior to accident regardless of time required.

Prices noted shall include complete clean-up of debris, vehicle parts, and spills resulting from oils, gas, grease, batteries, anti-freeze, and other substances normally encountered at accident scenes.

8. Standby Time

The Contractor may charge the vehicle owner the hourly standby cost, as established by this contract, in 15-minute increments when the on scene wait time exceeds 30 minutes.

9. Storage Facilities

The Town requires that the Contractor storage lot(s) be located in close proximity (within 15 miles of center point of Queen Creek referenced in Section K.5) to the Town. The primary storage facility must be **comprised of at least one (1) acre – preferably a single continuous lot –** and must be maintained and meet all applicable Federal, State and Town laws. Multiple storage lots located in close proximity to one another, can be utilized to satisfy the lot size requirement. Acceptability of multiple lots is at the sole discretion of the Town.

The storage lot must have sufficient capacity to handle the volume of vehicles generated by the Town.

All storage locations shall be on record with the Town. Vehicles shall not be stored at any location other than the Town approved, on record, storage lot.

The Contractor shall maintain a clean and orderly storage facility providing sufficient space for all vehicles towed by the Contractor. All approved storage facilities shall

include at a minimum the following:

- Be enclosed with substantial fencing, at least six (6) feet high
- Capable of protecting stored vehicles and their contents from theft or vandalism
- Gates and buildings shall be securely locked when not in use
- The facility shall be reasonably screened from public view
- The storage facility shall be sufficiently lighted to ensure safe storage of vehicles

Any additional security features above the minimum required by the Town shall be noted by Respondent.

A sign shall be posted in a conspicuous place identifying the firm with a 24-hour telephone number.

The storage lot(s) shall provide an area for customer parking and a **climate controlled inside waiting area** for customers which shall be staffed by an on-site company representative during normal business hours. 'Normal business hours' are defined as 8:00a.m. to 5:00 p.m. Monday through Friday.

10. Photo Documentation Required with Submittal

Respondent shall **provide pictures** of storage lot(s) including, but not limited to, security features, waiting area, customer parking area, vehicle storage lot, appearance from street, etc.

11. Payment Methods

Vehicle owners, or owner's agent, shall have available to them, at a minimum, the following payment methods at all approved pick-up location(s):

- Cash (contracted firm(s) must be able to make change)
- Credit card (all major cards must be accepted)
- Debit card

12. Storage

Vehicles shall be taken directly to Contractor's storage facility unless the Contractor is advised differently by the Police Department.

Individuals whose vehicles have been impounded for reasons, other than evidentiary purposes, shall have the right to remove any personal property, perishables, or valuables prior to the release or payment of impound fees for vehicles stored in the Contractor's lot at no additional fee (other than open gate fee if request is made outside of contract established business hours). All fees shall be assessed against the owner. The Contractor shall make the vehicle's contents available to the

registered owner or an authorized representative.

Contractor shall not store towed vehicles at any location other than a Town approved storage facility.

Vehicles not removed from storage yards by customer or agent within ten (10) days (thirty (30) days preferred in the case of a A.R.S. § 28-3511 tow) may be stored at a designated, and approved, secure alternate lot.

If a transfer is made by the Contractor from the original storage lot to the Town alternate approved storage facility, there shall be no charge to the customer. The transfer shall be viewed only as a space saving procedure on the part of the Contractor. The Contractor shall be solely responsible for the safekeeping of vehicles towed and for items left in the vehicles. Contractor shall exercise reasonable care to ensure contents are safely secured.

13. Pick up of Vehicles – Primary Lot

For vehicles not subject to A.R.S. § 28-3511, the owner, or the owner's authorized agent, shall be able to recover the vehicle from the primary storage lot for a period of at least ten (10) days following the date of tow. After the applicable ten (10) day period, the Contractor may initiate the abandoned vehicle title process in accordance with applicable law.

For vehicles impounded pursuant to A.R.S. § 28-3511, the owner, or the owner's authorized agent, shall be able to recover the vehicle from the primary storage lot for a period of at least thirty (30) days following the date of impoundment. The Contractor shall not release the vehicle prior to expiration of the required impound period unless the owner or authorized agent presents the appropriate release documentation from Queen Creek Police Department authorizing release of the vehicle.
No additional tow fee may be charged by the Contractor when it is necessary for the Contractor to move a vehicle/unit from inside storage to allow owner or their representative access.

The vehicle owner, or owner's agent, shall be able to make payment at the lot where vehicle is stored. The owner shall not be required to visit multiple locations in order to retrieve their vehicle or make a payment.

14. Re-tows

Should a vehicle owner or their agent choose to utilize a different firm to move vehicle from Contractor's lot, the Contractor may not charge any re-tow fee, re-hook fee, lot movement fee, or any other fee to allow the vehicle owner or agent access to the

vehicle.

15. State/County/Local Fees

It is allowable to pass through actual fees without markup, to vehicle owners, related to reporting requirements at the current applicable fee.

16. Release of Vehicles

Prior to release of the vehicle by the towing service, the owner, or the owner's agent, shall pay towing and storage costs incurred in towing or storing the vehicle per fee schedule established as part of contract award.

Contractor shall not release any vehicle towed at the request of the Queen Creek Police Department that has been placed on a police hold without prior written authorization from the Queen Creek Police Department.

Permission to release will not be required for any vehicle that is routinely towed from an accident scene, however, the Contractor shall be solely responsible for determining that the vehicle is released to the owner or authorized agent.

If a tow truck operator is required (in writing by a public agency) to tow or store a vehicle which is needed as evidence in any criminal action or for future criminal investigation by the public agency, the public agency is liable for the towing and storage costs of the vehicle.

17. Safekeeping of Property

The Contractor shall ensure that the interior areas of vehicles are protected from rain and other elements by closing all operable windows. In the event the window(s) are inoperable, or the Contractor is unable to operate them for whatever reason, the Contractor shall seal the window(s) with plastic, or similar material, and maintain seal while property is in the possession of the Contractor. The cost for this service is included in the tow cost.

The Contractor shall be responsible for any damage caused to property as a result of the Contractor's own actions, including, but not limited to, any damage caused as a result of moving the property to a storage lot, from a storage lot, or within a storage lot.

18. Abandoned Vehicles

Abandoned vehicles shall become the responsibility of the Contractor. The Town shall not be charged for abandoned vehicle tows and, unless claimed, the Contractor may

apply for title under abandoned vehicle regulations per state of Arizona statutes.

For 3511 tows only, a copy of the title secured by the Contractor shall be submitted to the Town and include the Police Department report number.

19. Personnel

Contractor shall have available sufficient and qualified personnel for the dispatching, customer service, and operation of the required tow trucks as specified. Each driver shall have a current driver's license appropriate for the class of vehicle being operated and issued by the State of Arizona. All drivers shall operate the tow trucks in a safe and prudent manner, and shall refrain from using profane or vulgar language, gestures, or being under the influence of alcohol or drugs while performing work under this agreement. All drivers are to wear company issued uniforms which clearly identify the name of the firm and name of individual.

20. Safety

The Contractor shall be solely and completely responsible for conditions of the work site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously. Safety provisions shall conform to all applicable federal (including OSHA), state, county, local laws, ordinances, codes, and regulations. Where any of these are in conflict with the terms and conditions of the RFP, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

Additionally, all responders shall wear a high visibility class 3 reflective vest while working in roadways.

21. Records

The Contractor shall maintain a record of each vehicle towed for the Town that

includes, at the minimum, the following:

- Location where the vehicle was picked-up
- Vehicle destination/storage location
- Date and time of the pick-up
- Date and time of release
- Vehicle make, model and year
- License plate number and state of issue
- Vehicle identification number (VIN)
- Name of individual to whom the vehicle was released
- Name of individual who signed for the vehicle's release
- Incident number for Police tows

22. Customer Invoice

Customers shall receive an itemized invoice that clearly and accurately shows how charges were assessed based on the fee schedule established by this contract.

A Sample invoice must accompany your submission.

23. Use of Repair Shop for Vehicles Towed

Tow truck drivers, owners, and operators shall not solicit or recommend a repair facility to the owner or driver of a damaged vehicle.

The Contractor shall not solicit business for any particular vehicle repair shop(s) during the towing process and shall not receive remuneration in any form from the vehicle repair shops that may have received vehicles for repair resulting from a tow by the Contractor under the Town agreement.

24. Availability

Towing and release services shall be available twenty-four (24) hours per day every calendar day of the year.

Contractor shall have an on-site representative to provide a means for release of, or access to, vehicle during normal business hours at no charge to the customer. 'Normal business hours' are defined as 8:00 a.m. to 5:00 p.m. Monday

through Friday. Normal business hours are exempt on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

At all other times, the Contractor's services must be available through a central communications service for the release of vehicles and personal property. Release time response shall not be more than one (1) hour during non-business hours. The "after hours" telephone number shall be prominently posted at the storage location for after-hours release of vehicles or personal property left in vehicles.

25. Response Time

Upon receiving a request for towing service, Contractor shall be responsible for dispatching trucks.

Only one firm will be notified of the incident unless special circumstances require the use of multiple firms.

Response time for Light and Medium-Duty Towing (from time of receiving request from Queen Creek): Shall not be more than thirty (30) minutes for arrival at the site designated in said request for tows within the boundaries of the Town. Tow unit is to arrive on the scene ready and capable of towing a vehicle involved in an incident.

In the case of a multiple vehicle incident, when an additional unit is needed, it is expected that the second, and any additionally needed, tow vehicle(s) arrive at the scene in a time not to exceed 45 minutes from dispatch.

When responding to calls, the driver is expected to observe posted speed limits and applicable traffic laws.

26. Rotation – if multiple firms are awarded

The Town will maintain a rotation list of approved Contractors.

Firms operating under multiple names will not receive additional slots in the rotation system. The company shall designate which of their firms will be the firm providing services to the Town.

The Town will rotate through this list on a per incident basis, and multiple Contractors

will not be dispatched to the same incident. If the Contractor cannot meet the Response Time or equipment requirement for the second tow, the Town reserves the right to contact the next Contractor on the rotation list to ensure timely removal.

The Town will make every effort to uphold the rotation schedule.

27. Reporting Requirement

For each day of the contract, the awarded Contractor shall supply to the Town a report within the next business day which provides complete information for all tows for the previous 24-hour period. The report shall contain, at a minimum, the following information:

- Incident number
- Date
- Dispatch time
- Time of arrival on-scene
- 30-day tow – yes or no
- Plate number
- VIN
- Model of vehicle
- Make of vehicle
- Year of vehicle
- Towed from location
- Storage location

28. Billing and Payments

Charges for services provided under this agreement shall be paid directly to the Contractor by the individual(s) receiving the service. The Town will not be responsible for non-payment of bills tendered to the individual(s). All invoices for towing services to be paid by the Town including the Queen Creek Police Department shall be submitted within thirty (30) days from service delivery date.

Charges for the towing of impounded vehicles for evidence purposes will be paid to the Contractor by the Town. Contractor shall submit invoices directly to the Police

Department and email a copy to Accounts Payable:

Queen Creek Police Department
Attn: Sr. Administrative Assistant
22358 S. Ellsworth Road
Queen Creek, AZ. 85142
Email: accountspayable@queencreekaz.gov

Any invoice which does not have the incident number clearly identified on both the tow ticket and invoice will result in that invoice not being paid. The applicable purchase order number should also be included on the invoice, if available.

Charges for towing of Town vehicles will be paid by the Town. Contractor shall submit invoices directly to the Fleet Services Division and email a copy to Accounts Payable:

Queen Creek Fleet Services Division
19805 S. 220th Street, Building D
Queen Creek, AZ 85142
Email: accountspayable@queencreekaz.gov

Any invoice which does not have the Queen Creek unit number clearly indicated will result in that invoice not being paid. The applicable purchase order number should also be included on the invoice, if available.

Information required on all paperwork

- Tow truck driver must LEGIBLY PRINT their First and Last name on ticket.
- Police tow tickets/invoices must include the incident number
- Fleet tow tickets/invoices must include the Queen Creek unit number.
- A legible signature is required on all invoices.

EXHIBIT B

RATE SCHEDULE

Customer charges will be based upon the gross vehicle weight (GVW) of the vehicle towed and not the class of tow vehicle dispatched. Storage fees related to A.R.S.§ 28-3511 tows will be regulated by the State of Arizona.

Towing/Se rvice Rates

Item	Description	Category	Rate
1	Total Tow Fee: All fees, including mileage, and the first day (24 hours) of storage for towing to any location within the Town of Queen Creek or Contractors designated storage yard.	Under 12,500#	$ 114
		12,501 # to 26,000#	$ 180
2	Storage fee, per day, beyond initial day included in Item 1 (Total Tow Fee). (Storage day fees for 3511 tows shall be $25.00 or latest approved price.)	Under 12,500#	$ 35
		12,501 # to 26,000#	$ 52
3	Hourly Special Service Charge: Applies to canal towing, vehicle uprighting, special events, and other special towing circumstances	Under 12,500#	$ 84
		12,501 # to 26,000#	$ 120
4	Hourly Standby Charge – only if parameters established by solicitation are exceeded (billable in 15-minute increments)	Under 12,500#	$ 40
		12,501 # to 26,000#	$ 58
5	Open Lot / After-Hours Access Fee: Access to, or release of, a vehicle outside of normal business hours as specified in solicitation		$ 58
6	Hourly Fee - Off-Road Towing		$ 150
7	Mileage Fee per mile, for mileage to, or from, any location outside the boundaries of the Town of Queen Creek per language in solicitation (Loaded or Unloaded)	Under 12,500#	$ 4
		12,501 # to 26,000#	$ 5
The following charges (#8 – #14) are applicable only to Town tows			
8	Town Lot Vehicle Moves – Per vehicle move fee within an established lot such as the Fleet Yard or Police Evidence Yard. To be applied to the total number of vehicles moved within a particular lot.	Per Vehicle	$ 50
9	Vehicle Jump Start		$ 48
10	Vehicle Tire Change – light duty (per tire)		$ 48
11	Vehicle Tire Change – medium duty (per tire)		$ 54
12	Vehicle lockout Fee		$ 36
13	Out of Fuel Fee (cost to include 2 gallons of fuel)		$ 60
14	Hourly Fee - Off-Road Towing		$ 150

Town will pay rates as established above for its tow.

ADDITIONAL SERVICES PRICE SHEET

Towing and Vehicle Storage Services, RFP No. 27-001

IMPORTANT – THIS FORM DOES NOT REPLACE THE RATE SCHEDULE.

Respondents must conform to the Rate Schedule as required by RFP No. 27-001. This Additional Services Price Sheet is supplemental to the Rate Schedule and may not be submitted in lieu of the RFP Rate Schedule.

Use this sheet to identify any additional services and associated rates your company offers to the Town that are not otherwise listed on the Rate Schedule. Examples may include heavy-duty towing services, special equipment or services, etc.

Company Name:	Emergency Transport and Towing LLC

Item / Service Description	Unit of Measure	Rate / Fee	Additional Notes / Response Time, etc.
Heavy-duty towing and recovery (over 26,000 lbs GVW), heavy wrecker	Per hour, 2-hr minimum	$245.00	Portal to portal. Equipment of affiliate Emergency Towing Heavy Rescue LLC; request through 24-hr dispatch (480) 577-5334
Heavy-duty towing, after hours, weekends and holidays	Per hour, 2-hr minimum	$295.00	Portal to portal
Landoll traveling-axle trailer, equipment / non-rolling vehicle transport	Per hour	$245.00	Portal to portal. Equipment of affiliate Emergency Towing Heavy Rescue LLC; request through 24-hr dispatch (480) 577-5334
Heavy-duty rollover, uprighting or load-shift recovery	Per hour, per unit	$295.00	Heavy wrecker from affiliate (see above)
Incident-response truck and trailer (scene lighting, traffic control, spill containment)	Per hour	$125.00	Company-owned unit
Additional recovery labor (second operator)	Per hour	$75.00	
Motorcycle, e-bike and scooter transport	Per tow	No added charge	Included in the Total Tow Fee on the Rate Schedule (Attachment 4)

EXHIBIT C

INSURANCE

1 VEHICLE TRANSPORT / STORAGE / REPAIR

1.1 Indemnification Clause

1.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Town of Queen Creek, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the Town of Queen Creek. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, or commission of the Town of Queen Creek.

1.2 Insurance Requirements

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

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

1.3 Minimum Scope and Limits of Insurance

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

1.3.1 Commercial General Liability (CGL) – Occurrence Form

- Each Occurrence Limit $1,000,000
- Personal Injury/Advertising Injury Limit $1,000,000
- Products/Completed Operations Aggregate Limit $2,000,000
- General Aggregate Limit $2,000,000
  (other than Products/Completed Operations)

Coverage must include a Waiver of Subrogation endorsement.
Both policy forms must include:

1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
2) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to name Town as an Additional Insured for the entire 10-year period.
3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
4) Broad Form Property Damage coverage, including completed operations or its equivalent.
5) An endorsement naming Town, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
6) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
7) Coverage on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable.
8) Coverage to include general aggregate limits on a "per project" basis.

1.3.2 Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

- Each Occurrence $1,000,000
- Aggregate $2,000,000

1.3.3 Hook Fee Liability:

Coverage Amount: $500,000 per occurrence/aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

1.3.4 Garage Keepers Liability – Direct and Primary Coverage:

Coverage Amount:

- Each Auto $750,000
- Each Occurrence $750,000

1.3.5 Pollution Legal Liability $

(Applicable as to any pollutants or hazardous waste exposures as part of Work)
Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

1.3.6 Commercial Auto Coverage

Auto Liability limits of not less than $1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

1.3.7 Workers' Compensation and Employers' Liability

Coverage A. Statutory Benefits.
Coverage B. Employer's Liability.

- Bodily Injury by accident $100,000 each accident
- Bodily Injury by disease $500,000 policy limit
- Bodily Injury by disease $100,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

1.4 Additional Insurance Requirements

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

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

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

1.4.3 The Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this contract. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this contract. The Contractor's insurance coverage must be primary insurance with respect to the Town, its officers, officials, agents, and employees and must apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

1.5 Notice of Cancellation

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

1.6 Acceptability of Insurers

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

1.7 Verification of Coverage

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

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

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies

as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.3 All certificates required by this Contract shall be sent directly to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov. **The Town of Queen Creek project/contract number and project location shall be noted on the certificate of insurance.** The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

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

1.9 Approval and Modifications

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

1.10 Exceptions

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

1.1 Other Requirements

1.11.1 Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Town prior to commencement of any Work. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

1.11.2 Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.

1.11.3 Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

1.11.4 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1.11.5 In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1.11.6 Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.

1.11.7 Town and Contractor waive all rights against each other and against Town, Contractor, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

1.11.8 Such property insurance maintained by Town does not cover any tools or equipment owned or rented by Contractor including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

1.11.9 If the Contract Documents provide for a Town Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

TOWN OF QUEEN CREEK

AGREEMENT FOR TOWING AND VEHICLE STORAGE SERVICES

Town Contract Number: _____

This Contract is made and entered into effective as of the _____ day of December, 2026 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Apache Sands Towing, an Arizona corporation ("Contractor"). Town and Contractor may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, Town issued a Request for Proposals for Towing and Vehicle Storage Services, RFP No. 27-001, (hereinafter "the RFP"); and,

WHEREAS, Contractor submitted a response to the RFP on or before September 30, 2026 ("Response"); and,

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

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

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

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

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

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

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. FEES

A. Contractor shall charge the rates according to the Rate Schedule set forth in Exhibit B.

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

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

D. Price Adjustment Upon Contract Renewal: The Town may adjust the established pricing schedule at the time of each two-year contract renewal. Any adjustment shall be based on the percentage change in the Producer Price Index (PPI) for PCU484 - Truck Transportation, Not Seasonally Adjusted, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated by comparing the PPI for October of the year immediately preceding the renewal year to the PPI for October two years prior. If this index is discontinued or unavailable, the Town may use a comparable PPI or another appropriate index. Rates may increase, decrease, or remain unchanged based on the applicable index.

   Requests for adjustments exceeding the applicable PPI-based increase must be submitted in writing with supporting documentation and justification and will only be considered during the contract renewal process. Approval of any adjustment exceeding the applicable index shall be at the sole discretion of the Town and only if determined to be in the Town's best interest.

ARTICLE 3. TERM OF CONTRACT

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

B. The term of the Contract shall commence on January 11, 2027 and shall continue for a period of two (2) years, expiring on January 10, 2029. The Town has the option, in the Town's sole discretion to renew the Contract for two (2) additional two-year periods. If the Contract is renewed, the total length of the Contract shall not exceed six (6) years. Any of the two (2) year Contracts may be unilaterally extended by the Town for a period of thirty–one (31) days.

ARTICLE 4. TERMINATION OF CONTRACT

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

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

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

D. The Contractor shall receive as compensation in full only for Services performed and Goods delivered to the Town, and approved in writing by the Contract Administrator, prior to the date of such termination. The Town shall make such final payment within 60 days after the latest of: (i) Contractor's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Contractor's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph C of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

B. The Contractor may engage such subContractors as Contractor may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subContractors for the performance of any part of the Services specified in Exhibit

A shall be subject to the prior written approval of the Town. Employment of such subContractors in order to complete the Services set forth in Exhibit A shall not entitle Contractor to additional compensation beyond that set forth in Article 2. The Contractor shall be responsible for and shall warrant all Services including work delegated to such subContractors.

ARTICLE 7. COMPLETENESS AND ACCURACY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

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

ARTICLE 9. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, save and hold harmless the Town and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") relating to, arising out of or alleged to have resulted from the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subContractor. The Contractor's duty to defend, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the acts, errors, mistakes, omissions, work or services of the Contractor or anyone for whose acts the Contractor may be legally liable. It is the specific intention of the Parties that the Indemnitees shall be indemnified by Contractor from and against all Claims other than those arising from the Indemnitees' sole negligence. The Contractor will be responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

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

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

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

ARTICLE 10. INSURANCE

Please refer to Exhibit C for Insurance Requirements.

ARTICLE 11. WARRANTIES

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

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

C. Copies of all applicable manufacturers' warranties shall be delivered to the Town with or before delivery to the Town, or installation of any Goods. The Contract Administrator may at any time require Contractor to deliver to the Contract Administrator written warranties from the Contractor, and/or the manufacturers of the Goods, for review and approval by the Town. These warranties shall be in form and content satisfactory to the Town, the

Project building owner (if different than the Town), the Town's lender(s), if any, and any other person reasonably requested by the Town, or the Town's lender(s). If the Contractor fails to deliver such warranties, or if the warranties are determined by the Contract Administrator to be inadequate or unacceptable, the Contractors will be considered to be in material breach of this Contract.

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

ARTICLE 12. ADDITIONAL DISCLOSURES BY CONTRACTOR

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

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

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

ARTICLE 13. CONTRACT ADMINISTRATOR

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

ARTICLE 14. NOTICE

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

Town: Bruce Gardner, Town Manager
22350 South Ellsworth Road
Queen Creek, AZ 85142
Email: Bruce.Gardner@QueenCreekAZ.Gov

With a copy to: Clifford Mattice, Town Attorney
22350 South Ellsworth Road
Queen Creek, AZ 85142
Email: Clilfford.mattice@queencreekaz.gov

Contractor: Apache Sands Towing
7602 E. Main Street
Mesa, AZ 85207
Email: Brian@apachesands.com

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by Email, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by Email shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by Email.

ARTICLE 15. GENERAL PROVISIONS

A. RECORDS AND AUDIT RIGHTS.

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

B. INCORPORATION OF RECITALS AND EXHIBITS.

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

C. ATTORNEYS' FEES.

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

D. ENTIRE AGREEMENT.

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

E. GOVERNING LAW.

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

F. INDEPENDENT CONTRACTOR.

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

G. TAXES.

Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractors performance of this contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Contractor acknowledges that Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Sales tax for Goods received by the Town in relation to this Contract shall be indicated as a separate item on any notice of amount due.

H. AMENDMENTS.

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

I. COMPLIANCE WITH LAW.

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

J. SEVERABILITY.

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

K. WAIVER.

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

L. COUNTERPARTS.

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the Town that the Contractor and all its subContractors 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). Contractor acknowledges that a breach of this warranty by the Contractor or any of its subContractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of the Contractor or any subContractor who works on this Contract to ensure compliance with this warranty.

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

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subContractors who provide services under this Contract or any subcontract. As

used in this Section M "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. ISRAEL BOYCOTT PROVISION.

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

O. CANCELLATION FOR CONFLICT OF INTEREST.

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

P. LICENSES.

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

Q. PERMITS AND RESPONSIBILITIES.

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

R. LIENS.

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

S. PATENTS AND COPYRIGHTS.

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

T. WORKPLACE COMPLIANCE.

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

U. PRIORITY OF DOCUMENTS.

In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, including but not limited to Scope of Services, the terms of this Contract

shall prevail. In the event of a conflict between the terms of any bid document (RFP, RFQ, IFB) and the terms of a response, the terms of the bid document will control.

V. A.R.S. § 35-394 CERTIFICATION.

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

ARTICLE 16. FUNDS APPROPRIATION

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TOWN OF QUEEN CREEK:

APPROVED BY:

SIGNATURE

Julia Wheatley

FULL NAME

DATE SIGNED

Mayor

TITLE

REVIEWED BY:

SIGNATURE

Bruce Gardner

FULL NAME

DATE SIGNED

Town Manager

TITLE

CONTRACTOR:

APACHE SANDS TOWING

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

ATTEST TO:

SIGNATURE

Maria Gonzalez

FULL NAME

DATE SIGNED

Town Clerk

TITLE

APPROVED AS TO FORM:

SIGNATURE

Clifford Mattice

FULL NAME

DATE SIGNED

Town Attorney

TITLE

EXHIBIT A

SCOPE OF WORK

A. General Service Requirements

The Contractor(s) shall provide comprehensive towing services identified within this RFP. Services shall be provided on an as-needed basis and must be available 24 hours a day, seven (7) days a week, including holidays.

The Town intends to establish a rotation system consisting of up to four (4) qualified Contractors to provide prompt, reliable, and professional towing services. The anticipated awards include four (4) Contractors for Light and Medium-Duty Towing. The Town reserves the right to modify the rotation structure, make fewer or additional awards, or make multiple non-exclusive awards, as determined to be in the Town's best interest.

The Contractor(s) shall furnish all personnel, equipment, vehicles, facilities, tools, materials, supervision, and other resources necessary to safely and efficiently perform the required services. Respondents must demonstrate experience performing accident recovery services, and all work shall be performed in accordance with this RFP, applicable federal, state, and local laws, and recognized towing industry standards.

Due to anticipated growth within the Town during the term of the contract, Contractors should demonstrate their ability to expand staffing, equipment, and operational capacity as service demand increases.

Services include, but are not limited to:

1. Police-directed towing, recovery, impound, and related services.
2. Accident scene response, vehicle recovery, towing, debris removal, and temporary traffic clearance.
3. Towing, transportation, storage, and release of abandoned, disabled, impounded, confiscated, or otherwise authorized vehicles from public rights-of-way and other locations designated by the Town, including vehicles impounded pursuant to Arizona Revised Statutes (A.R.S.) § 28-3511.
4. Roadside assistance and related services when requested by the Town or its authorized representatives.
5. Towing, transportation, and recovery of Town-owned vehicles, equipment, and related services.
6. Towing and recovery services for special events and unique circumstances, including vehicle rollovers, vehicles in ditches or off-road locations, vehicle

relocations, and tows performed in accordance with Town Code § 11-14-1.

7. Secure vehicle storage, release, documentation, and recordkeeping as required by the Town and applicable law.

The Contractor(s) shall provide towing and related services for, at a minimum, the following types of incidents and vehicles:

- Accident scenes and disabled vehicles.
- Vehicles that constitute a traffic hazard.
- Vehicles that may be evidence in a criminal investigation.
- Vehicles (including electric bicycles, electric scooters, and other motorized transportation devices) towed due to arrest, impoundment, or safekeeping.
- Vehicles towed pursuant to any ordinance of the Town or the laws of the State of Arizona (i.e., abandoned vehicles)
- Town-owned vehicles and equipment requiring towing or related services.
- Vehicles related to special events or circumstances in accordance with Town Code 11-14-1.

B. **Special Event Towing Services**

The Town may require towing and related services to support special events. Compensation for special event towing services, including standby services, shall be paid in accordance with the rate schedule. The Contractor may charge for mileage for any tows picked up 50 miles or more for Special Events (non-fleet vehicles).

C. **Historical Call Volume**

Historical towing service call volume for the past five (5) years to date is included in Attachment 5. Historical call volume is provided for informational purposes only and does not represent a guarantee of future work. Actual service volumes may vary.

D. **As-Needed Dispatch and Customer-Requested Tows**

Respondents should be aware that the tow service will be used on an ‘as needed’ basis. The only assurance the Town makes is that if the person involved in an accident does not request a specific towing service, the contracted towing service will be called by the Police Department and that, in the case of Town owned vehicles, the contracted towing service will be called. However, for Town vehicles with weights under 25,000 pounds GVW, the Town reserves the right to elect to utilize other services available if determined to be in its best interests. The rotation list will be used for any Police ordered tows.

The conditions of this proposal shall not apply when a tow, made by a towing company,

is initiated, specified and requested by the driver or owner of the vehicle.

E. **Contract Term**

The term of the agreement is two (2) years, and anticipated to begin on January 11, 2027 and continue through January 10, 2029. The Town and Contractor may mutually agree to extend the agreement for up to two (2) additional terms of two (2) years each, dependent on need, operational changes, and performance of the awarded firm(s). If the Contract is renewed, the total length of the Contract shall not exceed six (6) years. The Town reserves the right to extend the contract for up to thirty-one (31) days beyond the expiration of any extension term.

F. **Queen Creek Pricing Model**

The Town has determined that it is in the best interests of its citizens that this Request for Proposal (RFP) be evaluated on the qualifications, experience, and demonstrated capabilities of the Respondent rather than on price. Accordingly, the Town has established fixed rates for the major service categories of towing, storage and related services. All Respondents must accept the established rates in order to be considered for an award. The rates have been developed based on a market analysis of rates charged by surrounding public entities. By responding to this solicitation, Respondents agree to the rate schedule in Attachment 4 and to all requirements set forth in this RFP.

The initial tow rate shall include the following elements:

- Dispatch to the scene
- Movement of tow vehicle to the scene
- Hook fee
- Site clean-up
- Transportation of the vehicle to the storage facility
- The first twenty-four (24) hours of storage

Storage fees for vehicles impounded pursuant to A.R.S.§ 28-3511 tows will be as stated in current Arizona statute.

G. **Pricing Adjustments Upon Contract Renewal**

The Town may adjust the established pricing schedule at the time of each two-year contract renewal. Any adjustment shall be based on the percentage change in the **Producer Price Index (PPI) for PCU484 - Truck Transportation, Not Seasonally Adjusted,** as published by the U.S. Department of Labor, Bureau of Labor Statistics. The adjustment shall be calculated by comparing the PPI for October of the year immediately preceding the renewal year to the PPI for October two years prior. If this index is discontinued or unavailable, the Town may use a comparable PPI or another appropriate

index. Rates may increase, decrease, or remain unchanged based on the applicable index.

Requests for adjustments exceeding the applicable PPI-based increase must be submitted in writing with supporting documentation and justification and will only be considered during the contract renewal process. Approval of any adjustment exceeding the applicable index shall be at the sole discretion of the Town and only if determined to be in the Town's best interest.

H. **Town of Queen Creek Vehicle Classification**

Classification	Definition
Light Duty	Passenger cars, vans, light trucks up to 12,500# GVW
Medium Duty	Medium duty vehicles in excess of 12,501# GVW up to 26,000# GVW

I. **Licensing**

The Contractor shall maintain all current Federal, State and Town licenses required for the operation of said business.

Contractor shall at all times have the necessary permits to operate their business and fully comply with the provisions of the zoning ordinance and all other laws of the City and State.

Contractor equipment and drivers shall meet the requirements of the Arizona Revised Statutes and the State of Arizona Department of Public Safety Tow Truck Rules and Regulations.

Awarded firms are to comply with all laws and regulations, including those specifically related to the towing industry. Violation of any licensing or non-compliance with governing laws, regulations, etc. may result in immediate termination should an investigation reveal that a firm has willfully disregarded requirements or laws.

J. **Future Technology**

The Contractor shall collaborate with the Town of Queen Creek to implement future technology enhancements designed to improve operational efficiency and service delivery. Such enhancements may include, but are not limited to, receiving tow requests through a web-based platform, electronic communications, and other mutually agreed-

upon technology solutions that enhance services provided to the Town and community.

K. **Town Duties and Requirements**

1. Officer Authority

Investigating officers in the field, or their supervisors, shall make all decisions in relation to towing of vehicles in accordance with the contract. If the Contractor wishes to challenge a field decision, they may contact the Special Operations Lieutenant, or their representative, during normal business hours, Monday through Thursday.

The Police Department may use other tow companies not owned or maintained by contactor to clear the scene of any accident if, at the discretion of the investigating officer, it is necessary to do so to avoid endangering life or to avoid injury to any person or persons, and where conditions preclude waiting for Contractor's services. However, this does not authorize any other firm to tow a vehicle from the scene of the accident without the express request of the driver, owner or the officer in charge.

2. Tow Sheet

The Officer on scene will provide the tow driver with a properly completed, and legible copy of a Town tow sheet.

3. Cancellation of Tow Services

After receiving a request for towing service, such request may be canceled at any time by the Queen Creek Police Department, or the owner, or authorized agent of the owner of the vehicle requested to be towed.

- If such request for cancellation is made prior to any portion of the Contractor's equipment being physically attached to the vehicle to be towed, then responding firm shall not charge anyone for service.
- If such request for cancellation is made subsequent to any portion of Contractor's equipment being physically attached to the vehicle to be towed, then the Contractor shall be allowed to charge the tow rate specified under Line Item #1 of Attachment #4, Rate Schedule, even if, for any reason, said vehicle is not actually towed.

4. Post Award Meeting and Contract Administration

Upon receipt of an award, a meeting will be held between members of the Police Department, Fleet Services, the Procurement Office and the Contractor's account managers.

The purpose of this meeting will be to confirm performance expectations and to detail

Town policies and procedures regarding the administration of the contract(s).

On-going performance evaluation meetings will be scheduled periodically by the Town with its contracted firm(s) to clarify any points of possible confusion, provide response time reports and to ensure that the contracted firm provides quality service.

5. Towing Outside Queen Creek Town Limits

Should the tow require that the awarded firm leave the Queen Creek Town Limits the following will apply:

- Normal contracted tow fee may be charged
- Firm is to travel by the most direct route possible

Mileage fees may only be assessed for loaded miles except as exempted below:

For tows that originate at a location 50 miles or more from the assumed center point of Queen Creek (E Ocotillo Rd and S Crismon Rd) the Town will allow the responding firm to charge the contract established mileage fee for both unloaded and loaded miles on mileage outside of the Queen Creek Borders only. Firms will not be allowed to charge additional mileage if the point of dispatch of a unit would add mileage over a unit dispatched from a Queen Creek approved location.

6. Fleet Towing

When contacted, firm **must** be able to provide an estimated time of arrival (ETA). If the contacted firm is unable to provide a suitable ETA, Fleet Services reserves the right to contact other firms to complete the necessary work.

The driver is to contact Fleet Services when they arrive on scene at (480) 358-3131.

7. Town Inspections - Vehicles

All tow trucks may be inspected at any time by the Town on Contractor premises or in the field, at unspecified times.

Tow trucks shall be equipped at all times with a complement of dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles. They will also be equipped with brooms, shovels, oil absorbent materials, and other necessary equipment to clean up an accident scene.

Contractor's tow trucks shall have a communications system to provide immediate dispatch seven days per week, twenty-four hours per day including weekends and

holidays.

8. Town of Queen Creek - Other

Town shall have the right to thoroughly inspect and investigate the establishment(s), location of facilities, business reputation, and other general qualifications of any firm and to reject any offers if it is determined that the Contractor is lacking in any of the essentials necessary to assure acceptable standards of performance.

The Town further reserves the right to inspect, during normal business hours, the facilities and records which are related to this contract.

Inspection and approval of equipment and facilities by the Town is necessary before award of contract. After award, any change or substitution of the equipment or facilities shall be subject to the prior written approval of the Procurement Office.

Tour of susceptible respondents' facility, if conducted, will include review of the following items:

- Facility as described in RFP
- Location
- Customer access
- Signage
- Security features
- Facilities
- Check of towing vehicles present
- Organization of lot
- Available capacity of lot
- Overview of operations to include internal procedures and software system analysis
- Adequate staffing levels on site to support operations

L. **General Contractor Responsibilities**

1. Police Towing

The contracted firm will be responsible for removal of wrecked vehicles from accident scenes, vehicles which constitute a traffic hazard, vehicles that may be evidence of a crime, vehicles as a result of an arrest situation, vehicles for safe keeping due to human injury resulting in the operator not being able to make a selected choice, and any other vehicle in accordance with any ordinance of the Town or laws of the State

of Arizona (i.e., abandoned vehicles).

For Police towing, persons involved in any accident(s) have the options of:

- Using the towing service Contractor(s)
- Using the services of any other towing operator
- Using any other form of tow service

The only assurance the Town makes is that if the person(s) involved in the accident(s) does not request a specific towing service, a towing Contractor will be called by the Police Department.

For all vehicles towed under this contract an itemized fee schedule shall be presented to the vehicle operator prior to removal by the towing Contractor if the vehicle operator is available. This menu of charges must meet the Town specifications. A copy must be included in response package.

Any non-accident tow service call, initiated by the Queen Creek Police Department, will be referred to the towing Contractor. Any service provided shall be listed in the menu of services and fees submitted with the proposal and shall remain constant according to the terms and conditions of this RFP.

2. Town Vehicle Towing and Service

This category is for the towing of out-of-commission Town owned vehicles, moving of Town equipment as requested by the Town, and emergency services.

Most Town owned vehicles will be towed to the Town's Fleet Services facility located at the Field Operations Facility, 19805 S. 220th Street, Building D, Queen Creek, Arizona 85142 unless directed otherwise by an authorized representative of the Town.

Tow fee is applicable to any Town requested tow, or requested movement of vehicles and equipment, within the Town regardless of origin or destination and is the only fee which may be applied. If tow involves mileage outside the Town of Queen boundaries, then mileage charges (loaded miles only), as specified in the solicitation, may be applied.

If awarded firm is capable of moving multiple vehicles, or pieces of equipment, with a single unit, only one tow fee may be applied. This rule is applicable to Town tows only.

The Town reserves the right to tow Town-owned vehicles and equipment using its own

personnel and equipment.

3. Respondent Qualifications

Proposals will be considered from Respondents who have adequate personnel and equipment meeting the Town of Queen requirements and who are so situated as to perform prompt service and who maintain regular business hours. The telephone must be answered by a 'live' person 24/7 who is employed by the Respondent – an answering service or answering machine is not acceptable.

Proposals will be considered only from Contractors which are regularly engaged in the business as described in these specifications with a record of quality performance for a period of time and which have sufficient financial support, equipment and organization to ensure that they can satisfactorily and timely execute the services if awarded a contract under the terms and conditions stated herein.

A towing company shall be allowed only one position on the rotation list if multiple firms are awarded. Submitters with multiple companies/names must disclose all associations as a requirement of this proposal and specify which firm will be the contracted firm with the Town.

4. Equipment

Contractor shall have a sufficient number of adequately equipped tow vehicles to meet the requirements of this RFP. The Contractor shall have the necessary equipment, personnel and vehicle storage locations available at the time of proposal submittal or must provide the Town with enough documentation indicating that all requirements of this RFP will be in place by the contract start date.

To meet the requirements of this solicitation, the Town prefers that Contractors maintain the minimum fleet size as noted below. Vehicles are to be staged in proximity to Queen Creek.

- Eight (8) vehicles classified as light or medium duty
- At least two (2) must be classified as medium duty

The Town requires that light and medium duty vehicles be owned, or under a long-term lease, by the Respondent.

The Town prefers that vehicles be equipped with a vehicle tracking/locating system capable of providing real time location data.

Note: In the event a contract tow company cannot complete a Police Department tow request due to having inadequate equipment, the following will be done: It will be the responsibility of the contract tow company to subcontract with another company to

complete the tow. The contract tow company will be responsible for all fees associated with the tow request. It will also be the responsibility of the contract tow company to ensure the subcontracted tow company is in compliance with this RFP. The Town reserves the right to move to the next Contractor on the rotation list if the contract tow company cannot complete the request in a timely response in accordance with the Response Time.

5. Identification

Contractor shall be required to have its name and twenty-four-hour phone number posted at its place of business which shall be visible to the public from the street adjacent to, or nearest to, their place of business.

All tow trucks shall have contractor's name clearly indicated on their sides in minimum of three-inch (3") block letters. The name on the tow trucks shall match the name of the company as indicated within Respondent's proposal.

All tow trucks shall display the Department of Public Safety inspection seal if State inspection system is still in effect.

Contractor(s) will be furnished with decals indicating that they are an authorized towing firm for the Queen Creek Police Department. Said decals shall be issued for each tow truck which is operated by the contractor(s). Only tow trucks with the proper decal affixed to the right front side of the tow truck shall be permitted to tow vehicles from the scene, unless otherwise requested by the owner of towed vehicle.

Tow Trucks used to provide services under the contract shall not be changed without notice to, and prior written approval from, the Town.

6. Menu of Charges Card (to be given to owner or owners representative)

Contractor's drivers shall carry cards with complete contract information on the towing company. At a minimum this shall include:

- Company name
- Address
- Phone number – available 24 hours per day
- Hours of operation

The card shall include a menu of charges for both Town of Queen Creek tow fees rates and all other charges that may be assessed by the towing company. The tow

truck driver will give this card to the owner or driver of the towed vehicle.

At the time of tow, contracted company must indicate to vehicle owner, or owner's agent (if available) where vehicle will be stored.

7. Site Clean-up

It is the responsibility of the responding tow company to make every reasonable effort to quickly clean accident scenes of all debris and return the area to the condition prior to accident regardless of time required.

Prices noted shall include complete clean-up of debris, vehicle parts, and spills resulting from oils, gas, grease, batteries, anti-freeze, and other substances normally encountered at accident scenes.

8. Standby Time

The Contractor may charge the vehicle owner the hourly standby cost, as established by this contract, in 15-minute increments when the on scene wait time exceeds 30 minutes.

9. Storage Facilities

The Town requires that the Contractor storage lot(s) be located in close proximity (within 15 miles of center point of Queen Creek referenced in Section K.5) to the Town. The primary storage facility must be **comprised of at least one (1) acre – preferably a single continuous lot –** and must be maintained and meet all applicable Federal, State and Town laws. Multiple storage lots located in close proximity to one another, can be utilized to satisfy the lot size requirement. Acceptability of multiple lots is at the sole discretion of the Town.

The storage lot must have sufficient capacity to handle the volume of vehicles generated by the Town.

All storage locations shall be on record with the Town. Vehicles shall not be stored at any location other than the Town approved, on record, storage lot.

The Contractor shall maintain a clean and orderly storage facility providing sufficient space for all vehicles towed by the Contractor. All approved storage facilities shall

include at a minimum the following:

- Be enclosed with substantial fencing, at least six (6) feet high
- Capable of protecting stored vehicles and their contents from theft or vandalism
- Gates and buildings shall be securely locked when not in use
- The facility shall be reasonably screened from public view
- The storage facility shall be sufficiently lighted to ensure safe storage of vehicles

Any additional security features above the minimum required by the Town shall be noted by Respondent.

A sign shall be posted in a conspicuous place identifying the firm with a 24-hour telephone number.

The storage lot(s) shall provide an area for customer parking and a **climate controlled inside waiting area** for customers which shall be staffed by an on-site company representative during normal business hours. 'Normal business hours' are defined as 8:00a.m. to 5:00 p.m. Monday through Friday.

10. Photo Documentation Required with Submittal

Respondent shall **provide pictures** of storage lot(s) including, but not limited to, security features, waiting area, customer parking area, vehicle storage lot, appearance from street, etc.

11. Payment Methods

Vehicle owners, or owner's agent, shall have available to them, at a minimum, the following payment methods at all approved pick-up location(s):

- Cash (contracted firm(s) must be able to make change)
- Credit card (all major cards must be accepted)
- Debit card

12. Storage

Vehicles shall be taken directly to Contractor's storage facility unless the Contractor is advised differently by the Police Department.

Individuals whose vehicles have been impounded for reasons, other than evidentiary purposes, shall have the right to remove any personal property, perishables, or valuables prior to the release or payment of impound fees for vehicles stored in the Contractor's lot at no additional fee (other than open gate fee if request is made outside of contract established business hours). All fees shall be assessed against the owner. The Contractor shall make the vehicle's contents available to the

registered owner or an authorized representative.

Contractor shall not store towed vehicles at any location other than a Town approved storage facility.

Vehicles not removed from storage yards by customer or agent within ten (10) days (thirty (30) days preferred in the case of a A.R.S. § 28-3511 tow) may be stored at a designated, and approved, secure alternate lot.

If a transfer is made by the Contractor from the original storage lot to the Town alternate approved storage facility, there shall be no charge to the customer. The transfer shall be viewed only as a space saving procedure on the part of the Contractor. The Contractor shall be solely responsible for the safekeeping of vehicles towed and for items left in the vehicles. Contractor shall exercise reasonable care to ensure contents are safely secured.

13. Pick up of Vehicles – Primary Lot

For vehicles not subject to A.R.S. § 28-3511, the owner, or the owner's authorized agent, shall be able to recover the vehicle from the primary storage lot for a period of at least ten (10) days following the date of tow. After the applicable ten (10) day period, the Contractor may initiate the abandoned vehicle title process in accordance with applicable law.

For vehicles impounded pursuant to A.R.S. § 28-3511, the owner, or the owner's authorized agent, shall be able to recover the vehicle from the primary storage lot for a period of at least thirty (30) days following the date of impoundment. The Contractor shall not release the vehicle prior to expiration of the required impound period unless the owner or authorized agent presents the appropriate release documentation from Queen Creek Police Department authorizing release of the vehicle.
No additional tow fee may be charged by the Contractor when it is necessary for the Contractor to move a vehicle/unit from inside storage to allow owner or their representative access.

The vehicle owner, or owner's agent, shall be able to make payment at the lot where vehicle is stored. The owner shall not be required to visit multiple locations in order to retrieve their vehicle or make a payment.

14. Re-tows

Should a vehicle owner or their agent choose to utilize a different firm to move vehicle from Contractor's lot, the Contractor may not charge any re-tow fee, re-hook fee, lot movement fee, or any other fee to allow the vehicle owner or agent access to the

vehicle.

15. State/County/Local Fees

It is allowable to pass through actual fees without markup, to vehicle owners, related to reporting requirements at the current applicable fee.

16. Release of Vehicles

Prior to release of the vehicle by the towing service, the owner, or the owner's agent, shall pay towing and storage costs incurred in towing or storing the vehicle per fee schedule established as part of contract award.

Contractor shall not release any vehicle towed at the request of the Queen Creek Police Department that has been placed on a police hold without prior written authorization from the Queen Creek Police Department.

Permission to release will not be required for any vehicle that is routinely towed from an accident scene, however, the Contractor shall be solely responsible for determining that the vehicle is released to the owner or authorized agent.

If a tow truck operator is required (in writing by a public agency) to tow or store a vehicle which is needed as evidence in any criminal action or for future criminal investigation by the public agency, the public agency is liable for the towing and storage costs of the vehicle.

17. Safekeeping of Property

The Contractor shall ensure that the interior areas of vehicles are protected from rain and other elements by closing all operable windows. In the event the window(s) are inoperable, or the Contractor is unable to operate them for whatever reason, the Contractor shall seal the window(s) with plastic, or similar material, and maintain seal while property is in the possession of the Contractor. The cost for this service is included in the tow cost.

The Contractor shall be responsible for any damage caused to property as a result of the Contractor's own actions, including, but not limited to, any damage caused as a result of moving the property to a storage lot, from a storage lot, or within a storage lot.

18. Abandoned Vehicles

Abandoned vehicles shall become the responsibility of the Contractor. The Town shall not be charged for abandoned vehicle tows and, unless claimed, the Contractor may

apply for title under abandoned vehicle regulations per state of Arizona statutes.

For 3511 tows only, a copy of the title secured by the Contractor shall be submitted to the Town and include the Police Department report number.

19. Personnel

Contractor shall have available sufficient and qualified personnel for the dispatching, customer service, and operation of the required tow trucks as specified. Each driver shall have a current driver's license appropriate for the class of vehicle being operated and issued by the State of Arizona. All drivers shall operate the tow trucks in a safe and prudent manner, and shall refrain from using profane or vulgar language, gestures, or being under the influence of alcohol or drugs while performing work under this agreement. All drivers are to wear company issued uniforms which clearly identify the name of the firm and name of individual.

20. Safety

The Contractor shall be solely and completely responsible for conditions of the work site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously. Safety provisions shall conform to all applicable federal (including OSHA), state, county, local laws, ordinances, codes, and regulations. Where any of these are in conflict with the terms and conditions of the RFP, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

Additionally, all responders shall wear a high visibility class 3 reflective vest while working in roadways.

21. Records

The Contractor shall maintain a record of each vehicle towed for the Town that

includes, at the minimum, the following:

- Location where the vehicle was picked-up
- Vehicle destination/storage location
- Date and time of the pick-up
- Date and time of release
- Vehicle make, model and year
- License plate number and state of issue
- Vehicle identification number (VIN)
- Name of individual to whom the vehicle was released
- Name of individual who signed for the vehicle's release
- Incident number for Police tows

22. Customer Invoice

Customers shall receive an itemized invoice that clearly and accurately shows how charges were assessed based on the fee schedule established by this contract.

A Sample invoice must accompany your submission.

23. Use of Repair Shop for Vehicles Towed

Tow truck drivers, owners, and operators shall not solicit or recommend a repair facility to the owner or driver of a damaged vehicle.

The Contractor shall not solicit business for any particular vehicle repair shop(s) during the towing process and shall not receive remuneration in any form from the vehicle repair shops that may have received vehicles for repair resulting from a tow by the Contractor under the Town agreement.

24. Availability

Towing and release services shall be available twenty-four (24) hours per day every calendar day of the year.

Contractor shall have an on-site representative to provide a means for release of, or access to, vehicle during normal business hours at no charge to the customer. 'Normal business hours' are defined as 8:00 a.m. to 5:00 p.m. Monday

through Friday. Normal business hours are exempt on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

At all other times, the Contractor's services must be available through a central communications service for the release of vehicles and personal property. Release time response shall not be more than one (1) hour during non-business hours. The "after hours" telephone number shall be prominently posted at the storage location for after-hours release of vehicles or personal property left in vehicles.

25. Response Time

Upon receiving a request for towing service, Contractor shall be responsible for dispatching trucks.

Only one firm will be notified of the incident unless special circumstances require the use of multiple firms.

Response time for Light and Medium-Duty Towing (from time of receiving request from Queen Creek): Shall not be more than thirty (30) minutes for arrival at the site designated in said request for tows within the boundaries of the Town. Tow unit is to arrive on the scene ready and capable of towing a vehicle involved in an incident.

In the case of a multiple vehicle incident, when an additional unit is needed, it is expected that the second, and any additionally needed, tow vehicle(s) arrive at the scene in a time not to exceed 45 minutes from dispatch.

When responding to calls, the driver is expected to observe posted speed limits and applicable traffic laws.

26. Rotation – if multiple firms are awarded

The Town will maintain a rotation list of approved Contractors.

Firms operating under multiple names will not receive additional slots in the rotation system. The company shall designate which of their firms will be the firm providing services to the Town.

The Town will rotate through this list on a per incident basis, and multiple Contractors

will not be dispatched to the same incident. If the Contractor cannot meet the Response Time or equipment requirement for the second tow, the Town reserves the right to contact the next Contractor on the rotation list to ensure timely removal.

The Town will make every effort to uphold the rotation schedule.

27. Reporting Requirement

For each day of the contract, the awarded Contractor shall supply to the Town a report within the next business day which provides complete information for all tows for the previous 24-hour period. The report shall contain, at a minimum, the following information:

- Incident number
- Date
- Dispatch time
- Time of arrival on-scene
- 30-day tow – yes or no
- Plate number
- VIN
- Model of vehicle
- Make of vehicle
- Year of vehicle
- Towed from location
- Storage location

28. Billing and Payments

Charges for services provided under this agreement shall be paid directly to the Contractor by the individual(s) receiving the service. The Town will not be responsible for non-payment of bills tendered to the individual(s). All invoices for towing services to be paid by the Town including the Queen Creek Police Department shall be submitted within thirty (30) days from service delivery date.

Charges for the towing of impounded vehicles for evidence purposes will be paid to the Contractor by the Town. Contractor shall submit invoices directly to the Police

Department and email a copy to Accounts Payable:

Queen Creek Police Department
Attn: Sr. Administrative Assistant
22358 S. Ellsworth Road
Queen Creek, AZ. 85142
Email: accountspayable@queencreekaz.gov

Any invoice which does not have the incident number clearly identified on both the tow ticket and invoice will result in that invoice not being paid. The applicable purchase order number should also be included on the invoice, if available.

Charges for towing of Town vehicles will be paid by the Town. Contractor shall submit invoices directly to the Fleet Services Division and email a copy to Accounts Payable:

Queen Creek Fleet Services Division
19805 S. 220th Street, Building D
Queen Creek, AZ 85142
Email: accountspayable@queencreekaz.gov

Any invoice which does not have the Queen Creek unit number clearly indicated will result in that invoice not being paid. The applicable purchase order number should also be included on the invoice, if available.

Information required on all paperwork

- Tow truck driver must LEGIBLY PRINT their First and Last name on ticket.
- Police tow tickets/invoices must include the incident number
- Fleet tow tickets/invoices must include the Queen Creek unit number.
- A legible signature is required on all invoices.

EXHIBIT B

RATE SCHEDULE

Customer charges will be based upon the gross vehicle weight (GVW) of the vehicle towed and not the class of tow vehicle dispatched. Storage fees related to A.R.S.§ 28-3511 tows will be regulated by the State of Arizona.

Towing/Se rvice Rates

Item	Description	Category	Rate
1	Total Tow Fee: All fees, including mileage, and the first day (24 hours) of storage for towing to any location within the Town of Queen Creek or Contractors designated storage yard.	Under 12,500#	$ 114
		12,501 # to 26,000#	$ 180
2	Storage fee, per day, beyond initial day included in Item 1 (Total Tow Fee). (Storage day fees for 3511 tows shall be $25.00 or latest approved price.)	Under 12,500#	$ 35
		12,501 # to 26,000#	$ 52
3	Hourly Special Service Charge: Applies to canal towing, vehicle uprighting, special events, and other special towing circumstances	Under 12,500#	$ 84
		12,501 # to 26,000#	$ 120
4	Hourly Standby Charge – only if parameters established by solicitation are exceeded (billable in 15-minute increments)	Under 12,500#	$ 40
		12,501 # to 26,000#	$ 58
5	Open Lot / After-Hours Access Fee: Access to, or release of, a vehicle outside of normal business hours as specified in solicitation		$ 58
6	Hourly Fee - Off-Road Towing		$ 150
7	Mileage Fee per mile, for mileage to, or from, any location outside the boundaries of the Town of Queen Creek per language in solicitation (Loaded or Unloaded)	Under 12,500#	$ 4
		12,501 # to 26,000#	$ 5
The following charges (#8 – #14) are applicable only to Town tows			
8	Town Lot Vehicle Moves – Per vehicle move fee within an established lot such as the Fleet Yard or Police Evidence Yard. To be applied to the total number of vehicles moved within a particular lot.	Per Vehicle	$ 50
9	Vehicle Jump Start		$ 48
10	Vehicle Tire Change – light duty (per tire)		$ 48
11	Vehicle Tire Change – medium duty (per tire)		$ 54
12	Vehicle lockout Fee		$ 36
13	Out of Fuel Fee (cost to include 2 gallons of fuel)		$ 60
14	Hourly Fee - Off-Road Towing		$ 150

Town will pay rates as established above for its tow.

ADDITIONAL SERVICES PRICE SHEET

Towing and Vehicle Storage Services, RFP No. 27-001

IMPORTANT – THIS FORM DOES NOT REPLACE THE RATE SCHEDULE.

Respondents must conform to the Rate Schedule as required by RFP No. 27-001. This Additional Services Price Sheet is supplemental to the Rate Schedule and may not be submitted in lieu of the RFP Rate Schedule.

Use this sheet to identify any additional services and associated rates your company offers to the Town that are not otherwise listed on the Rate Schedule. Examples may include heavy-duty towing services, special equipment or services, etc.

Company Name:	Apache Sands Service Center Inc

Item / Service Description	**Unit of Measure**	**Rate / Fee**	**Additional Notes / Response Time, etc.**
MVD Abandon Vehicle Fee	1	$15.00	Only if filed on.
Additional oil absorbant	1	$25	After first 5 gallons
Credit card cenvenience fee	1	3.5%	
Level I/!! inspection fee	1	$150	If required by MVD
Heavy Duty Towing	Hourly	$390	
Heavy Duty Rotator Towing	Hourly	$650	

EXHIBIT C

INSURANCE

1 VEHICLE TRANSPORT / STORAGE / REPAIR

1.1 Indemnification Clause

1.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town of Queen Creek, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Town of Queen Creek, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the Town of Queen Creek. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, or commission of the Town of Queen Creek.

1.2 Insurance Requirements

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

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

1.3 Minimum Scope and Limits of Insurance

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

1.3.1 Commercial General Liability (CGL) – Occurrence Form

- Each Occurrence Limit $1,000,000
- Personal Injury/Advertising Injury Limit $1,000,000
- Products/Completed Operations Aggregate Limit $2,000,000
- General Aggregate Limit $2,000,000
  (other than Products/Completed Operations)

Coverage must include a Waiver of Subrogation endorsement.
Both policy forms must include:

1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
2) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to name Town as an Additional Insured for the entire 10-year period.
3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
4) Broad Form Property Damage coverage, including completed operations or its equivalent.
5) An endorsement naming Town, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
6) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
7) Coverage on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable.
8) Coverage to include general aggregate limits on a "per project" basis.

1.3.2 Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

- Each Occurrence $1,000,000
- Aggregate $2,000,000

1.3.3 Hook Fee Liability:

Coverage Amount: $500,000 per occurrence/aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

1.3.4 Garage Keepers Liability – Direct and Primary Coverage:

Coverage Amount:

- Each Auto $750,000
- Each Occurrence $750,000

1.3.5 Pollution Legal Liability $

(Applicable as to any pollutants or hazardous waste exposures as part of Work)
Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

1.3.6 Commercial Auto Coverage

Auto Liability limits of not less than $1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

1.3.7 Workers' Compensation and Employers' Liability

Coverage A. Statutory Benefits.
Coverage B. Employer's Liability.

- Bodily Injury by accident $100,000 each accident
- Bodily Injury by disease $500,000 policy limit
- Bodily Injury by disease $100,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

1.4 Additional Insurance Requirements

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

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

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

1.4.3 The Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this contract. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this contract. The Contractor's insurance coverage must be primary insurance with respect to the Town, its officers, officials, agents, and employees and must apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

1.5 Notice of Cancellation

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

1.6 Acceptability of Insurers

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

1.7 Verification of Coverage

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

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

1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies

as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.3 All certificates required by this Contract shall be sent directly to the Procurement Department at 22358 S. Ellsworth Road, Queen Creek, AZ. 85142, or procurement@queencreekaz.gov. **The Town of Queen Creek project/contract number and project location shall be noted on the certificate of insurance.** The Town of Queen Creek reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

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

1.9 Approval and Modifications

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

1.10 Exceptions

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

1.1 Other Requirements

1.11.1 Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the Town prior to commencement of any Work. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.

1.11.2 Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.

1.11.3 Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

1.11.4 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1.11.5 In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1.11.6 Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.

1.11.7 Town and Contractor waive all rights against each other and against Town, Contractor, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

1.11.8 Such property insurance maintained by Town does not cover any tools or equipment owned or rented by Contractor including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

1.11.9 If the Contract Documents provide for a Town Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

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

RE: **CONSIDERATION AND POSSIBLE APPROVAL OF DELEGATION RESOLUTION #1695-26 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 FIELD OPERATIONS FACILITY (FOF) PUBLIC WORKS PROJECT (PROJECT #MF032) FOR A TOTAL AMOUNT OF $497,850. (FY 27 BUDGETED ITEM)**

DATE: **December 2, 2026**

Suggested Action:

Motion to approve Delegation Resolution #1695-26 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 Field Operations Facility (FOF) Public Works project (Project MF032) for a total amount of $497,850.

Relevant Council Goal(s):

Superior Infrastructure – Capital Improvement Program

Discussion:

As the Public Works group continues to grow to serve the needs of the community, it has become apparent that there is a lack of restroom facilities to serve the employees that work in and around the existing offices located in the FOF complex. In order to solve this shortage of facilities, staff has looked at both utilizing a permanent building or a large trailer option. Through the analysis it has become apparent that the trailer option is more cost effective and will provide 12 new fixtures split into both men's and women's facilities.

The new facilities will provide a new large restroom trailer that will serve these staff both now until the future Public Works and CIP building is constructed in the FOF. These trailer facilities will allow direct access from the FOF yard to staff, however; they are not open to the public as they are within the secure FOF facility.

Fiscal Impact:

The FOF - Public Works project (Project MF032) has a total project budget of $500,000 in the FY 2026/27 adopted budget. There is currently $497,850 of this amount still available in the budget for proposed Delegation Resolution #1695-26 after the expenditure of $2,150 for environmental services.

Alternatives:

The Town Council may decide not to approve to Delegation Resolution #1695-26 in order to re-

prioritize capital projects. If the resolution is not approved, Public Works staff will have to continue to work with fewer restroom facilities than is desired.

Attachment(s):

1. Location Exhibit.pdf
2. DR 1695-26.pdf


220th Street
Field Operations Facility (FOF)
304-63-010X
Location of new trailer.
Public Works facilities
Park Drive

RESOLUTION NO. 1695-26

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING AND DIRECTING THE TOWN MANAGER, AND/OR CAPITAL IMPROVEMENT PROJECTS DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS AND AGREEMENTS RELATED TO THE FIELD OPERATIONS FACILITY (FOF) - PUBLIC WORKS PROJECT MF032

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements to complete the FOF Public Works Project (the "Project"), as more specifically described in the Staff Report presented to the Council in support of this Resolution, and the summary of items included in the Project set forth in Resolution No. 1695-26 Exhibit 1 attached hereto, both of which are incorporated herein by this reference; and

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

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

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

Section 1: That the total Resolution amount is affirmed to be $497,850 and the total authorized budget amount for the Project is hereby affirmed to be $500,000

Section 2: That the Town Manager has the authority to sign and enter into, on the Town's behalf, individual contracts, services and agreements including real estate transaction documents, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.

Section 3: That the Capital Improvement Projects Director has the authority to sign and enter into, on the Town's behalf, individual contracts, services and/or agreements valued at less than $100,000, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.

Section 4: That the Town Manager, Capital Improvements Projects Director and Town Attorney are authorized to sign such documents in such form as is finally approved and take such actions as are reasonably necessary to effectuate the terms of the contracts, services, and/or agreements and the intent of this Resolution.

Section 5: This delegation of signature authority shall remain in force until the Project is delivered, completed, and placed into service, or until revoked by a subsequent, validly passed resolution of the Town Council.

PASSED AND ADOPTED by the Common Council of the Town of Queen Creek, Arizona, this 2nd day of December, 2026.

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	Clifford Mattice, Town Attorney

Resolution # 1695-26
Exhibit 1

	MF032 Public Works Project	Estimated Cost	10% Contingency	Extended Cost
UTILITIES	Water and Sewer Service Fees	$40,000		$40,000
	Water Service installation	$25,000		$25,000
	Proposed Utilities Subtotal:			$65,000
REAL ESTATE				
	Proposed Real Estate Subtotal:			$0
CONSTRUCTION	Demo and new trailer	$270,000		$270,000
	Plumbing and Electrical	$40,000		$40,000
	Site Improvements	$30,000		$30,000
	Proposed Construction Subtotal			$340,000
MISC. EXPENSES	Engineering Design and Survey			$25,000
	Contingency	$67,850.00		$67,850.00
	Propsed Misc. Expense Subtotal:			$92,850
Previous Encumbered Services	Environmental Testing	$2,150.00		$2,150.00
				$2,150
	Total Project Budget Requested			***$500,000***
	Adopted Project Budget			***$500,000***
	Additional Funding Required			***$0***
	Delegation Resolution Net Request			**$497,850**

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

FROM: **MARIA GONZALEZ, MMC, TOWN CLERK**

RE: **CONSIDERATION AND POSSIBLE RECOMMENDATION OF APPROVAL ON A NEW SERIES 7 BEER & WINE BAR LIQUOR LICENSE APPLICATION SUBMITTED BY ADAM JAMES FORD ON BEHALF OF DESERT BIRDIE GOLF LOCATED AT 18318 E CHANDLER HEIGHTS ROAD, SUITE 106/107, QUEEN CREEK.**

DATE: **December 2, 2026**

Suggested Action:

To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control on a new Series 7 Beer & Wine Bar Liquor License application submitted by Adam James Ford on behalf of Desert Birdie Golf located at 18318 E Chandler Heights Road, Suite 106/107, Queen Creek.

Discussion:

The Town Clerk's Office received a liquor license application from the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 7 Beer & Wine Bar Liquor License application submitted by Adam James Ford on behalf of Desert Birdie Golf located at 18318 E Chandler Heights Road, Suite 106/107, Queen Creek.

A Series 7 Beer and Wine Bar license authorizes the sale of beer and wine (but not distilled spirits) for consumption on and off the licensed premises. This license is suitable for establishments that focus on beer and wine sales, such as wine bars, craft beer taprooms, and smaller eateries that do not offer a full liquor bar.

Holders of this license are permitted to:

- Sell Beer and Wine: Dispense and sell all types of beer and wine.
- On-Premises Consumption Only: Primarily for consumption on the licensed premises.
- Off-Premise Sales: Sale of liquor off the licensed premise is limited to 30% of total retail sales.
- Serve Food (Optional): There is no specific food sales requirement, but many establishments choose to offer food.
- Quota License: License availability is limited by county population and may not be available for direct acquisition through the DLLC. These licenses are transferable and can be acquired through open market sales from existing holders or, occasionally, via the Arizona liquor license lottery when new or reverted licenses become available.

In accordance with A.R.S. § 4-201(B) a public notice was posted on the premises for the required 20-day period (November 2 - 23, 2026) resulting in zero comments from the public to date.

In addition, the Queen Creek Police Department was provided a copy of the application for the purpose of conducting a background investigation; a report is forthcoming.

Fiscal Impact:

Businesses that hold a state issued liquor license and are located within the Town boundaries are

required to obtain a Supplemental Liquor License from the Town. Pursuant to Section 8-1-10 of the Town Code, the annual fee for a Supplemental Liquor License is $200; prorated for the first year.

Alternatives:

A denial recommendation will result in the application being sent to the liquor board for final review and decision, and must include the specific reason(s), testimony, and other evidence that supports the Council's motion to deny as required by A.R.S. § 4-201(E) and further defined by Rule R19-1-702 (attached).

Attachment(s):

1. Rule_ R19-1-702 - Arizona Department of Liquor Licenses and Control.pdf
2. LGB Public Report #414882

R19-1-702

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

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

B. This Section is authorized by A.R.S. § 4-201(I).

State of Arizona
Department of Liquor Licenses and Control

Created 10/15/2026 @ 03:09:12 PM

Local Governing Body Report

LICENSE

Number:		Type:	007 BEER AND WINE BAR
Name:	DESERT BIRDIE GOLF		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	18318 E CHANDLER HEIGHTS ROAD SUITE 106/107 GILBERT, AZ 85298 USA		
Mailing Address:	19243 E WALNUT ROAD QUEEN CREEK, AZ 85142 USA		
Phone:	(425)306-7638		
Alt. Phone:			
Email:	[redacted]		

AGENT

Name:	ADAM JAMES FORD
Gender:	Male
Correspondence Address:	19243 E WALNUT ROAD QUEEN CREEK, AZ 85142 USA
Phone:	(425)306-7638
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	DESERT BIRDIE GOLF LLC		
Contact Name:	ADAM JAMES FORD		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	25028891	State of Incorporation:	AZ
Incorporation Date:	03/06/2026		
Correspondence Address:	19243 E WALNUT ROAD QUEEN CREEK, AZ 85142 USA		
Phone:	(425)306-7638		
Alt. Phone:			
Email:	[redacted]		

60th day
12-14-26

Officers / Stockholders

Name:	Title:	% Interest:
ADAM JAMES FORD	Member	50.00
AMY THERESE FORD	Member	50.00

DESERT BIRDIE GOLF LLC - Member

Name: AMY THERESE FORD
Gender: Female
Correspondence Address: 18318 E CHANDLER HEIGHTS ROAD
SUITE 106/107
GILBERT, AZ 85298
USA
Phone: (425)306-7632
Alt. Phone:
Email: [redacted]

DESERT BIRDIE GOLF LLC - Member

Name: ADAM JAMES FORD
Gender: Male
Correspondence Address: 19243 E WALNUT ROAD
QUEEN CREEK, AZ 85142
USA
Phone: (425)306-7638
Alt. Phone:
Email: [redacted]

MANAGERS

Name: ADAM JAMES FORD
Gender: Male
Correspondence Address: 19243 E WALNUT ROAD
QUEEN CREEK, AZ 85142
USA
Phone: (425)306-7638
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 414882
Application Type: New Application
Created Date: 09/23/2026

QUESTIONS & ANSWERS

007 Beer and Wine Bar

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
   BENJAMIN FRANKLIN CHARTER SCHOOL
   22951 S POWER RD QUEEN CREEK AZ 85142
   0.7 MILES 3801 FEET
3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
   TENANT
4) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   560,000 (5 YEAR LEASE) OR SUB/RELEASE
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   QUEEN CREEK
6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
   N/A
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   01/2027

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: , BRETT BURNINGHAM, DEVELOPMENT SERVICES DIRECTOR, LES JOHNSON, PRINCIPAL PLANNER

RE: A CONTINUANCE TO THE JANUARY 20, 2027, TOWN COUNCIL MEETING HAS BEEN REQUESTED. PUBLIC HEARING AND POSSIBLE ACTION ON ORDINANCE 899-26, THE UNION PAD REZONE (P25-0095), A REQUEST BY JAGGER EVERETT (CREATION) FOR A PAD REZONE FROM MIXED-USE (MU) PLANNED AREA DEVELOPMENT (PAD) TO MU PAD FOR AN APPROXIMATE 25-ACRE MIXED-USE DEVELOPMENT CONSISTING OF COMMERCIAL RETAIL, OFFICE, HOTEL, AND MULTI-FAMILY RESIDENTIAL, LOCATED AT THE SOUTHWEST CORNER OF QUEEN CREEK AND ELLSWORTH ROADS.

DATE: December 2, 2026

Suggested Action:

The applicant is requesting a continuance to the January 20, 2027, Town Council meeting in order to continue to refine the proposed multi-family residential component. Accordingly, Staff recommends a continuance of Ordinance 899-26, P25-0095 Union PAD Rezone, a request for PAD Rezone from Mixed-Use (MU) Planned Area Development (PAD) to MU PAD for an approximate 25-acre mixed-use development consisting of commercial retail, office, hotel, and multi-family residential, to the January 20, 2027 Town Council meeting.

Attachment(s):

1. Union_Aerial.pdf

Project Name: The Union at Ellsworth

Case Number: P25-0095

Hearing Date: October 7, 2026

TOWN OF QUEEN CREEK ARIZONA

AERIAL OVERVIEW



Project Location

0 300 600 Feet

N

GIS Town of Queen Creek GEOGRAPHIC INFORMATION SYSTEMS

10/7/2026

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

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

RE: **CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1694-26 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING A NEED AND NECESSITY AND A PUBLIC PURPOSE; APPROVING, AUTHORIZING AND DIRECTING THE TOWN MANAGER, TOWN ATTORNEY AND TOWN CLERK TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS; AND TO PAY ANY AND ALL COSTS OR FEES IN ORDER TO ACQUIRE INTEREST IN REAL AND/OR PERSONAL PROPERTY LOCATED ALONG RITTENHOUSE ROAD AT HAWES ROAD, AND ALONG HAWES ROAD TO QUEEN CREEK ROAD, IN SECTIONS 8 AND 17, TOWNSHIP 2 SOUTH RANGE 7 EAST, FROM OWNERS AND MARICOPA COUNTY ASSESSOR PARCELS LISTED ON EXHIBIT A ATTACHED HERETO, AND THEIR SUCCESSORS IN INTEREST, THROUGH GIFT OR PURCHASE OR EMINENT DOMAIN AND IDENTIFYING THE REAL AND PERSONAL PROPERTY AS NECESSARY FOR ROADWAY IMPROVEMENTS FOR THE HAWES ROAD: RITTENHOUSE ROAD TO JUDE DRIVE PROJECT (CIP PROJECT A0401) IN AN AMOUNT NOT TO EXCEED $110,683 WHICH IS BUDGETED IN THE FY2026-27 CAPITAL PROGRAM.**

DATE: **December 2, 2026**

Suggested Action:

Move to approve Resolution 1694-26 of the Mayor and Common Council of the Town of Queen Creek, Arizona, declaring a need and necessity and a public purpose; approving, authorizing and directing the Town Manager, Town Attorney and Town Clerk to take any and all action necessary; and to sign any and all documents; and to pay any and all costs or fees in order to acquire interest in real and/or personal property located along Rittenhouse Road at Hawes Road, and along Hawes Road to Queen Creek Road, in Sections 8 and 17, Township 2 South Range 7 East, from owners and Maricopa County Assessor parcels listed on Exhibit A attached hereto, and their successors in interest, through gift or purchase or eminent domain and identifying the real and personal property as necessary for roadway improvements for the Hawes Road: Rittenhouse Road to Jude Drive Project (CIP Project A0401) in an amount not to exceed $110,683 which is budgeted in the FY2026-27 capital program.

Relevant Council Goal(s):

Superior Infrastructure – Capital Improvement Program

Discussion:

In February 2023 the Town of Queen Creek approved Resolution 1516-23 and subsequently approved Resolution 1516-23 Amendment 1 for CIP Project A0401 Hawes Road: Rittenhouse Road to Jude Drive. The requested resolution approval being sought is for the Authority to Acquire all rights of way necessary for the project from Remington Estates Community Association.

Fiscal Impact:

The right of way needed for the project includes 9,817 square feet of new right of way valued by appraisal at $107,987.00, and approximately $2,696.00 of improvements that are being disturbed by the project. Total fiscal impact is $110,683.00. This amount is budgeted in the FY2026-27 capital program.

Alternatives:

The Town Council may decide not to approve Resolution 1694-26. However, this would be in conflict with Resolution 1516-23 and the subsequently approved Resolution 1516-23 Amendment 1 previously executed for the project.

Attachment(s):

1. A0401 Location Exhibit.pdf
2. Resolution 1694-26.pdf

A0401 Hawes Road – Right of Way Purchase
A Portion Of APN 314-04-480



N

A0401 Hawes Road – Right of Way Purchase
A Portion Of APN 314-04-480



N

A0401 Hawes Road – Right of Way Purchase
A Portion Of APN 314-04-480



Hawes Rd Improvements - 60% Design

Jude Dr To Rittenhouse Rd



RESOLUTION 1694-26

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING A PUBLIC NEED AND NECESSITY AND A PUBLIC PURPOSE; DECLARING A NEED AND NECESSITY AND A PUBLIC PURPOSE; APPROVING, AUTHORIZING AND DIRECTING THE TOWN MANAGER, TOWN ATTORNEY AND TOWN CLERK TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS; AND TO PAY ANY AND ALL COSTS OR FEES IN ORDER TO ACQUIRE INTEREST IN REAL AND/OR PERSONAL PROPERTY LOCATED ALONG RITTENHOUSE ROAD AT HAWES ROAD, AND ALONG HAWES ROAD TO QUEEN CREEK ROAD, IN SECTIONS 8 AND 17, TOWNSHIP 2 SOUTH RANGE 7 EAST, FROM OWNERS AND MARICOPA COUNTY ASSESSOR PARCELS LISTED ON EXHIBIT A ATTACHED HERETO, AND THEIR SUCCESSORS IN INTEREST, THROUGH GIFT OR PURCHASE OR EMINENT DOMAIN AND IDENTIFYING THE REAL AND PERSONAL PROPERTY AS NECESSARY FOR ROADWAY IMPROVEMENTS FOR THE HAWES ROAD: RITTENHOUSE ROAD TO JUDE DRIVE PROJECT (CIP PROJECT A0401) AND AUTHORIZING BUDGET ADJUSTMENTS AND FUNDING TRANSFERS IN AN AMOUNT NOT TO EXCEED $110,683.

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

Section 1. That A.R.S. § 12-1111 defines the purposes for which eminent domain may be exercised and states that "roads, streets and alleys, and all other public uses for the benefit of the Town or the inhabitants thereof, which is authorized by the legislature," and "buildings and grounds for any public use of a county, city, town or village" are named as purposes; and

Section 2. That the Town has identified parcels located along Rittenhouse Road at Hawes Road, and along Hawes Road to Queen Creek Road, in Sections 8 and 17, Township 2 South Range 7 East, from owners and Maricopa County Assessor parcels listed on Exhibit A attached hereto, and their successors in interest, through gift or purchase or eminent domain and identifying the real and personal property as necessary for roadway improvements for the Hawes Road: Rittenhouse Road to Jude Drive Project (CIP Project A0401) and listed in Exhibit A attached; and

Section 3. That the Mayor and Common Council find that use of said real property for right-of-way is a public use and in the best interests of the citizens of Queen Creek.

Section 4. That the Town Manager, Town Clerk, and Town Attorney are hereby authorized and directed to acquire said real property by gift, purchase or

eminent domain, and to do all acts and to sign all documents and pay all costs necessary to acquire said real property, including, if necessary, the use of the power of eminent domain as set forth in A.R.S. § 12-1111 et. seq.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2nd day of December, 2026.

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	Clifford Mattice, Town Attorney

EXHIBIT A

APN	OWNER
314-04-480 (a portion of)	Remington Estates Community Association

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

FROM: **SCOTT MCCARTY, DEPUTY TOWN MANAGER/CHIEF FINANCIAL OFFICER**

RE:

CONSIDERATION AND POSSIBLE APPROVAL OF THE FY 25-26 BUDGET ADJUSTMENTS AND CASH TRANSFERS OF PREVIOUSLY INCURRED EXPENSES OF $40,523,856 ACCOUNTED FOR IN WATER/WASTEWATER FUNDS INTO NEWLY CREATED WATER RESOURCES FUNDS RELATED TO DEBT SERVICE EXPENSES, WATER CREDIT PURCHASES AND WATER PROJECT EXPENSES. DEBT TRANSFERS AND ASSET TRANSFERS BUDGET ADJUSTMENTS OF $279,077,999 BETWEEN WATER/WASTEWATER FUNDS AND WATER RESOURCES FUNDS ARE ALSO REQUIRED TO MOVE ASSOCIATED NET ASSETS AND NET LIABILITIES INTO THE WATER RESOURCES FUNDS.

DATE: **December 2, 2026**

Suggested Action:

To approve FY 25-26 budget adjustments and cash transfers of previously incurred expenses of $40,523,856 accounted for in Water/Wastewater funds into newly created Water Resources funds related to debt service expenses, water credit purchases and water project expenses. Debt transfers and asset transfers budget adjustments of $279,077,999 between Water/Wastewater funds and Water Resources funds are also required to move associated net assets and net liabilities into the Water Resources funds.

Relevant Council Goal(s):

- Effective Government: KRA Financial Management

Discussion:

On November 19, 2025, the Town Council approved Resolution 1650-25 to evaluate and develop a new water resource fee. The establishment of this fee is instrumental as the Town of Queen Creek continues its efforts towards water self-sufficiency, and the Town Council's commitment to secure its water future by securing alternative sources of water to reduce local groundwater pumping.

The new water resource fee is specifically limited to water resource costs and will not be used to fund operations or delivery costs associated with providing water service to customers. By reducing the Town's reliance on the Central Arizona Groundwater Replenishment District (CAGRD) as a resource, this will ensure more stable and sustainable costs for our customers. The water resource fee will serve as a dedicated source of repayment for the water resource purchases, including the financial costs associated with past, current, and future acquisitions. In addition, the fee will recover program management and other related administrative expenses necessary to support these efforts.

This proposed action establishes the necessary fund structure to record water resource expenses

(and associated debt) and water resource fee revenues.

Fiscal Impact:

See attached staff report for fiscal impact section.

Alternatives:

None, the water resource funds are required to carry out the Council's direction in Resolution 1650-25.

Attachment(s):

1. Fiscal Impact

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

FROM: **SCOTT MCCARTY, DEPUTY TOWN MANAGER / CHIEF FINANCIAL OFFICER**

RE: **STAFF RECOMMEND THE TOWN COUNCIL APPROVE FY25-26 BUDGET ADJUSTMENTS AND CASH TRANSFERS OF PREVIOUSLY INCURRED EXPENSES OF $40,523,856 ACCOUNTED FOR IN WATER/WASTEWATER FUNDS INTO NEWLY CREATED WATER RESOURCES FUNDS RELATED TO DEBT SERVICE EXPENSES, WATER CREDIT PURCHASES AND WATER PROJECT EXPENSES. DEBT TRANSFERS AND ASSET TRANSFERS BUDGET ADJUSTMENTS OF $279,077,999 BETWEEN WATER/WASTEWATER FUNDS AND WATER RESOURCES FUNDS ARE ALSO REQUIRED TO MOVE ASSOCIATED NET ASSETS AND NET LIABILITIES INTO THE WATER RESOURCES FUNDS.**

DATE: **December 2, 2026**

Suggested Action:

Staff recommend the Town Council approve FY 25-26 budget adjustments and cash transfers of previously incurred expenses of $40,523,856 accounted for in Water/Wastewater funds into newly created Water Resources funds related to debt service expenses, water credit purchases and water project expenses. Debt transfers and asset transfers budget adjustments of $279,077,999 between Water/Wastewater funds and Water Resources funds are also required to move associated net assets and net liabilities into the Water Resources funds.

Relevant Council Goal(s):

Effective Government: KRA Financial Management

Discussion:

On November 19, 2025, the Town Council approved Resolution 1650-25 to evaluate and develop a new water resource fee. The establishment of this fee is instrumental as the Town of Queen Creek continues its efforts towards water self-sufficiency, and the Town Council's commitment to secure its water future by securing alternative sources of water to reduce local groundwater pumping.

The new water resource fee is specifically limited to water resource costs and will not be used to fund operations or delivery costs associated with providing water service to customers. By reducing the Town's reliance on the Central Arizona Groundwater Replenishment District (CAGRD) as a resource, this will ensure more stable and sustainable costs for our customers. The water resource fee will serve

as a dedicated source of repayment for the water resource purchases, including the financial costs associated with past, current, and future acquisitions. In addition, the fee will recover program management and other related administrative expenses necessary to support these efforts.

This proposed action establishes the necessary fund structure to record water resource expenses (and associated debt) and water resource fee revenues.

Fiscal Impact:

The purpose of the water resource fee is to recover all direct costs associated with the purchase of water, including financing costs and program administration expenses. . The following three funds are being created to account for and budget for all of activities associated with the new water resource fee:

1. Water Resource Operating Fund
2. Water Resource Capital Fund
3. Water Resource Debt Fund

Expenses incurred by projects in the following table will ultimately be paid back by the new water resource fund.

The proposed transfers are shown in the schedules below.

Capital Assets

Capital Asset Transfers - To move prior years capitalized costs from the Water Operating Fund to the Water Resources Operating Fund

Description	Fund	Transfer Out	Transfer In
WW092 - PECOS RD RECLAIMED WATER DISCHARGE	Water Operating Fund	1,346,022	
	Water Resources Operating Fund		1,346,022
WW102 - KENWORTHY: COMBS TO QC WASH	Water Operating Fund	18,450	
	Water Resources Operating Fund		18,450
WW103 - WALES GRAVEL PIT AND TANK	Water Operating Fund	3,916,422	
	Water Resources Operating Fund		3,916,422
WW104 - WALES RANCH WASTEWATER LINE	Water Operating Fund	642,012	
	Water Resources Operating Fund		642,012
WW640 - MERIDIAN/QC WASH SITE LAND IMPROVEMENT	Water Operating Fund	2,410,639	
	Water Resources Operating Fund		2,410,639
GROUND WATER EXTINGUISHMENT CREDITS - FY25 YEAR END BALANCE	Water Operating Fund	53,632,965	
	Water Resources Operating Fund		53,632,965
LONG TERM STORAGE CREDITS - FY25 YEAR END BALANCE	Water Operating Fund	2,844,694	
	Water Resources Operating Fund		2,844,694
WATER RIGHTS	Water Operating Fund	79,252,867	
	Water Resources Operating Fund		79,252,867

Total FY25-26 adjustment:

FUND / ACCOUNT	**FY 25-26 BUDGET ADJUSTMENT**
Water Operating Fund/Water System	$144,064,072

Water Resources Operating Fund/Water System	$144,064,072

Debt

Debt Transfers - To transfer the debt associated with certain project costs, ground water extinguishment credits, and water rights (transfer out of the Water Resources Debt Fund into the Water Debt Fund to establish the debt liability in Water Resources and reduce the debt liability in Water)

Description	Fund	Transfer Out	Transfer In
WW092 - PECOS RD RECLAIMED WATER DISCHARGE	Water Resources Debt Fund	959,015	
	Water Debt Fund		959,015
WW103 - WALES GRAVEL PIT AND TANK	Water Resources Debt Fund	2,536,465	
	Water Debt Fund		2,536,465
GROUND WATER EXTINGUISHMENT CREDITS - FY25 YEAR END DEBT BALANCE	Water Resources Debt Fund	52,558,880	
	Water Debt Fund		52,558,880
WATER RIGHTS - FY25 YEAR END DEBT BALANCE	Water Resources Debt Fund	78,959,567	
	Water Debt Fund		78,959,567

Total FY25-26 adustment:

FUND / ACCOUNT	**FY 25-26 BUDGET ADJUSTMENT**
Water Resources Debt Fund/Loans	$135,013,927
Water Debt Fund/Loans	$135,013,927

Cash

Cash Transfers - To reimburse the Water Operating Fund and Wastewater Operating Fund for prior years cash outlays on water resources projects, long term storage credits, and ground water extinguishment credits

Description	Fund	Transfer Out	Transfer In
WW071 - WATER RESOURCES MASTER PLAN	Water Resources Operating Fund	707,597	
	Wastewater Operating Fund		707,597
WW102 - KENWORTHY: COMBS TO QC WASH	Water Resources Operating Fund	18,450	
	Water Operating Fund		18,450
WW103 - WALES GRAVEL PIT AND TANK	Water Resources Operating Fund	1,299,292	
	Water Operating Fund		1,299,292
WW104 - WALES RANCH WASTEWATER LINE	Water Resources Operating Fund	642,012	
	Water Operating Fund		642,012
WW640 - MERIDIAN/QC WASH SITE LAND IMPROVEMENT	Water Resources Operating Fund	2,415,208	
	Water Operating Fund		2,415,208
LONG TERM STORAGE CREDITS	Water Resources Operating Fund	4,025,836	
	Water Operating Fund		4,025,836
GROUND WATER EXTINGUISHMENT CREDITS	Water Resources Operating Fund	1,807,652	
	Water Operating Fund		1,807,652

Cash Transfers - To reimburse the Water Operating Fund for prior years debt service principal and interest payments.

Description	Fund	Transfer Out	Transfer In
WW092 - PECOS RD RECLAIMED WATER DISCHARGE	Water Resources Operating Fund	69,838	
	Wastewater Operating Fund		69,838
WW103 - WALES GRAVEL PIT AND TANK	Water Resources Operating Fund	176,379	
	Water Operating Fund		176,379
GROUND WATER EXTINGUISHMENT CREDITS	Water Resources Operating Fund	12,745,356	
	Water Operating Fund		12,745,356
WATER RIGHTS	Water Resources Operating Fund	7,077,972	
	Water Operating Fund		7,077,972

Total FY25-26 adjustment:

FUND / ACCOUNT	**FY 25-26 CASH TRANSFERS**
Water Resources Operating Fund/Transfer Out to Wastewater Operating Fund	$30,985,593
Wastewater Operating Fund/Transfer In from Water Resources Operating Fund	$777,436
Water Operating Fund/Transfer In from Water Resources Operating Fund	$30,208,157

Expense

FY 26 Expense and Transfer Adjustments - The following adjustments are needed to move current year activity for water resources debt and projects from the Water and Wastewater Funds to the Water Resources Fund

		Increase Expense	Decrease Expense
WW102 - KENWORTHY: COMBS TO QC WASH	Water Resources Capital Fund	18,450	
	Wastewater Capital Fund		18,450
WW103 - WALES GRAVEL PIT AND TANK	Water Resources Capital Fund	431,307	
	Wastewater Capital Fund		431,307
WW640 - MERIDIAN/QC WASH SITE LAND IMPROVEMENT	Water Resources Capital Fund	1,518,523	
	Wastewater Capital Fund		1,518,523
WA311 - HARQUAHALA WATER SUPPLY INFRASTRUCTURE	Water Resources Capital Fund	2,697,660	
	Water Capital Fund		2,697,660
RU001 - RATE STUDY - UTILITIES	Water Resources Operating Fund	115,367	
	Water Operating Fund		115,367
CASH PURCHASE OF GROUND WATER EXTINGUISMENT CREDITS	Water Resources Operating Fund	491,125	
	Water Operating Fund		491,125
GROUND WATER EXTINGUISHMENT CREDITS - DEBT SERVICE	Water Resources Debt Fund	2,566,088	
	Water Debt Fund		2,566,088
WATER RIGHTS - DEBT SERVICE	Water Resources Debt Fund	3,667,900	
	Water Debt Fund		3,667,900

		Decrease Transfers In	Increase Transfers In
WW102 - KENWORTHY: COMBS TO QC WASH	Wastewater Capital Fund	18,450	
	Water Resources Capital Fund		18,450
WW103 - WALES GRAVEL PIT AND TANK	Wastewater Capital Fund	431,307	
	Water Resources Capital Fund		431,307
WW640 - MERIDIAN/QC WASH SITE LAND IMPROVEMENT	Wastewater Capital Fund	1,518,401	
	Water Resources Capital Fund		1,518,401
GROUND WATER EXTINGUISHMENT CREDITS - DEBT SERVICE	Water Debt Fund	2,550,723	
	Water Resources Debt Fund		2,550,723
WATER RIGHTS - DEBT SERVICE	Water Debt Fund	4,046,271	
	Wastewater Debt Fund		412,616
	Water Resources Debt Fund		3,653,252

		Increase Transfers Out	Decrease Transfers Out
GROUND WATER EXTINGUISHMENT CREDITS - DEBT SERVICE	Water Resources Operating Fund	2,550,723	
	Water Operating Fund		2,550,723
WATER RIGHTS - DEBT SERVICE	Water Resources Operating Fund	3,653,252	
	Wastewater Operating Fund	1,462,234	
	Water Operating Fund		5,095,888

Total FY25-26 adjustment:

FUND / ACCOUNT	**FY 25-26 BUDGET INCREASE (DECREASE)**
Water Resources Capital Fund/Capital Expense	($4,665,940)
Water Resources Operating Fund/Operating Expense	($115,367)
Water Resources Operating Fund/Capital Expense	($491,125)
Water Resources Debt Fund/Debt Service Expense	($6,233,988)
Wastewater Capital Fund/Capital Expense	$1,968,280
Water Capital Fund/Capital Expense	$2,697,660
Water Operating Fund/Operating Expense	$115,367

Water Operating Fund/Capital Expense	$491,125
Water Debt Fund/Debt Service Expense	$6,233,988

FUND / ACCOUNT	**FY 25-26 BUDGET ADJUSTMENT INCREASE (DECREASE)**
Wastewater Capital Fund/Transfer In	($1,968,158)
Water Debt Fund/Transfer In	($6,596,993)
Water Resources Capital Fund/Transfer In	$1,968,158
Water Resources Debt Fund/Transfer In	$6,203,975
Wastewater Debt Fund/Transfer In	$412,616
Water Resources Operating Fund/Transfer Out	$6,203,975
Water Operating Fund/Transfer Out	($7,646,611)
Wastewater Operating Fund/Transfer Out	$1,462,234

Alternatives:

None, the water resource funds are required to carry out the Council's direction in Resolution 1650-25.

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: SCOTT MCCARTY, DEPUTY TOWN MANAGER/CHIEF FINANCIAL OFFICER

RE: CONSIDERATION AND POSSIBLE APPROVAL TO PAYOFF THE EXISTING $33 MILLION INTERFUND LOAN FROM THE GENERAL FUND TO THE WATER OPERATING FUND AND APPROVE RESOLUTION 1693-26 AUTHORIZING A FY 25-26 5-YEAR INTERFUND LOAN IN THE AMOUNT OF $42 MILLION TO THE WATER RESOURCES OPERATING FUND FROM THE GENERAL FUND TO ADDRESS THE JUNE 30, 2026 CASH DEFICIT IN THE WATER RESOURCES FUND AND FY 26-27 BUDGET ADJUSTMENTS.

DATE: December 2, 2026

Suggested Action:

Motion to approve the payoff of the existing $33 million interfund loan from the General Fund to the Water Operating Fund and approve Resolution 1693-26 authorizing a FY 25-26 5-year interfund loan in the amount of $42 million to the Water Resources Operating Fund from the General Fund to address the June 30, 2026 cash deficit in the Water Resources Fund and FY 26-27 budget adjustments.

Relevant Council Goal(s):

- Effective Government: KRA Financial Management

Discussion:

Dating back several years, the Water Fund has been purchasing water to secure the Town's water future for the next 100 years. The goal is to own reliable, Town controlled water sources.

These are large financial commitments that involved issuing debt. Water is a commodity with a limited supply and the price is the result of market forces. If the Town had not made these purchases when we did, we would not be in the position to secure our 100-year water supply as we are today. The final purchase of 1.2 million acre feet of water for $244.4 million to secure the Town's water supply was approved by the Town Council in September 2025.

As of June 30, 2025, total debt payments and related interest costs of about $33 million had been made without a dedicated funding source. As a result, the cash balance of the Water Resources Operating Fund has been reduced to make these expenses over the last several years (due to the transfer of assets and related debt commitments from the Water Operating Fund—See Separate Staff Report).

As a result of transferring assets and related debt commitments from the Water Operating Fund to the Water Resources Operating Fund, the $33 million interfund loan from the General Fund is being eliminated and transferred to the new Water Resources Operating Fund. Additionally, during FY 2025-26 the deficit increased by $8.2 million resulting in a cash deficit of $41.2 million as of June 30, 2026.

A new Water Resource Fee has been implemented. The intention of this fee is to recover all water acquisition costs, including prior debt service expenses. The fee will become effective in January 2027. The fee is being phased-in and will be evaluated annually. Once fully implemented, estimated to be about in six years, it will generate about $65 million annually.

Fiscal Impact:

The Water Operating Fund cash deficit at June 30, 2025 was $32.3 million, resulting in an interfund loan of $33 million

This action recommends paying off the remaining FY 24-25 $33 million interfund loan from the General Fund to the Water Operating Fund and creating a new interfund loan of $42 million for the Water Resources Fund FY 25-26 cash deficit from the General Fund.

The intention of an interfund loan is that the borrowing fund pays the "market rate" on the expected term of the loan to ensure that the lending fund is not financially disadvantaged from the internal borrow - as that is a proxy to the interest rate they would have earned, absent the internal borrowing. The interest rate for this interfund loan is 3.7%, which will result in an annual interest expense of $1,554,000 to be paid annually at year-end. This interest rate represents the current 5-year Treasury Note.

Establishing a new interfund loan also requires FY 26-27 budget adjustments necessary to reflect the interest payment associated with the interfund loan. The proposed budget adjustments are shown in the schedule below.

Fund / Account	Amount
Water Resources Operating Fund / Interest Expense (Increase)	$1,554,000
Contingency Fund / Contingency (Decrease)	$1,554,000

Alternatives:

There are no other viable alternatives to this recommendation. Governmental accounting standards require an interfund loan to be used to address cash deficits.

Attachment(s):

1. Resolution 1693-26

RESOLUTION NO. 1693-26

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING AN INTERFUND LOAN FROM THE GENERAL FUND TO WATER RESOURCES OPERATING FUND TO ADDRESS THE JUNE 30, 2026 CASH DEFICIT.

WHEREAS, from time to time, the Town requires financing to provide resources for capital projects and other operating needs; and

WHEREAS, interfund loans are an acceptable form of financing for municipalities for both long-term financing and short-term liquidity needs; and

WHEREAS, the Town has previously authorized interfund loans to provide financing for various capital improvement needs; and

WHEREAS, annually the Town will evaluate its available financial resources to determine if existing interfund loans should be paid off, refinanced, or new loans created; and

WHEREAS, in accordance with the Town's Adopted Financial Policies, Town Council approval is required for interfund loans; and

WHEREAS, the Water Resources Operating Fund has a $41.2 million cash deficit as of June 30, 2026; and

WHEREAS, for the last several years, the Water Resources Operating Fund has been purchasing water to secure the Town's water future for the next 100 years. The goal is to own Town controlled, reliable sources of water; and

WHEREAS, at June 30, 2026, an estimated $32 million of the cash deficit relates to the purchase of water rights and assets that did not have a dedicated funding source; and

WHEREAS, via Resolution No. 1650-25, the Town Council directed the Town Manager to evaluate and develop a new, future Water Resource Fee to recover all water acquisition expenses (past and future);

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

Section 1: Effective June 30, 2026, an interfund loan from the General Fund to the Water Resources Operating Fund is hereby authorized in the amount of $42 million.

Section 2: The term of the interfund loan is open ended with the possibility to repay any portion at any time, as resources become available.

Section 3: The interest rate of the interfund loan is 3.7% annually, with interest to be paid annually. The interest rate is consistent with the 5-year Treasury Note which is the closest benchmark for this loan.

PASSED AND ADOPTED by the Common Council of the Town of Queen Creek, Arizona, this 2nd day of December, 2026.

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	Clifford Mattice, Town Attorney

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: SCOTT MCCARTY, DEPUTY TOWN MANAGER/CHIEF FINANCIAL OFFICER

RE: CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION 1682-26 APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO THE LEASE-PURCHASE AGREEMENT AND A SECOND SUPPLEMENT TO THE TRUST AGREEMENT WITH RESPECT TO THE TOWN OF QUEEN CREEK, ARIZONA CERTIFICATES OF PARTICIPATION, SERIES 2026; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION; FURTHER APPROVING FY 25-26 TRANSFERS AND BUDGET ADJUSTMENTS RELATED TO THE SALE, EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION IN THE AMOUNT OF $244,375,000, A $90,000,000 WIFA LOAN AND AND SUBSEQUENT PAYMENT FOR 1.2 M ACRE-FEET OF WATER.

DATE: December 2, 2026

Suggested Action:

Motion to approve Resolution 1682-26 approving the form and authorizing the execution and delivery of a Second Amendment to the Lease-Purchase Agreement and a second supplement to the Trust Agreement with respect to the Town of Queen Creek, Arizona Certificates of Participation, Series 2026; Authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution and ratifying all actions taken to further this resolution; Further approving FY 25-26 transfers and budget adjustments related to the sale, execution and delivery of Certificates of Participation in the amount of $244,375,000 and a $90,000,000 loan from the Water Infrastructure Finance Authority of Arizona Augmentation Program and subsequent payment for 1.2 Million acre-feet of water.

Relevant Council Goal(s):

- Effective Government: KRA Financial Management

Discussion:

Dating back several years, the Town has been purchasing water to secure the Town's water future for the next 100 years. The goal is to own Town-controlled, reliable sources of water and, in doing so, Queen Creek will become a Designated Assured Water Supplier.

In September 2025, the Town Council approved a purchase and sale agreement with the Harquahala Valley Landowners, LLC. for 1.2 million acre feet of water that will be available for 100 years. The purchase price was $244.4 million. When combined with previous purchases, this acquisition provided a 100-year assured water supply to the Town, achieving our goal of controlling our water future for the next 100 years.

The purchase was accomplished using two financings. The first financing utilized a loan from the Water Infrastructure Finance Authority of Arizona (WIFA) through its In-State Long-Term Water Augmentation Fund (LTWAF) program, which supports the development of new water supplies. In November 2025, the Town Council approved the WIFA loan, subject to specific terms and conditions. After an extensive application and approval process, in April 2026, the WIFA Board approved a $90.0 million loan to the Town to finance a portion of the $244.4 million Harquahala purchase. Terms of the loan were presented to the Council at its May 20, 2026 meeting.

The second financing utilized Certificates of Participation (COPs). Due to the uncertainty regarding the timing and amount of any WIFA loan award, $250.0 million of COPs were approved by the Town Council in November 2025 and sold in January 2026 to ensure funding for the full purchase.

Due to the addition of the $90.0 million WIFA loan, not all of the COPs financing was needed for the $244.4 million water purchase. The remaining COPs proceeds were initially restricted for use in the acquisition of "real property and associated water rights." At the May 6, 2026 Regular Session, Council approved Resolution 1667-26 and the First Amendment to the Lease-Purchase Agreement and Trust. This allowed for the remaining $90.0 million of COPs proceeds to be expended on capital utility needs related to the planning, infrastructure, treatment, and conveyance of the Harquahala water to the Town. Although this water infrastructure is budgeted at $180.0 million, up-front planning, design, and environmental approvals will cause most of this spending to occur later in the project.

The proposed Second Amendment (approved through Resolution 1682-26) would further permit the use of COPs proceeds for "transportation, streets, public safety and municipal facilities projects". This additional flexibility allows the Town to timely spend the COP proceeds on other Town priorities. Since the Police Department Headquarters project is currently underway, and anticipated to spend $55.0 million by the Fall of 2027, it makes for an ideal use for the otherwise unspent funds. The Town has three years from issue date of the COPs to spend the proceeds, which is January 2029.

Town staff has coordinated Resolution 1682-26 and the associated amendment documents with bond counsel and our municipal advisors. The Resolution, the Second Amendment to the Lease-Purchase Agreement and the Second Amendment to the Trust Agreement are attached to this report.

A summary of the final issuance of COP and WIFA proceeds discussed above is provided as follows:

Bond Proceeds:		
Par Amount	$	230,520,000
Premium	$	15,487,631
Total	$	246,007,631
Uses (COP)		
Expenses:		
Costs of Issuance	$	(797,559)
Underwriter's Discount	$	(835,072)
Net Funds Available	$	244,375,000
Sources (WIFA)		
Bond Proceeds:		
Par Amount	$	90,000,000

Uses (WIFA)

Expenses:	
Costs of Issuance	$ (250,000)
Net Funds Available	$ 89,750,000

Fiscal Impact:

Amending the permitted use of COPs proceeds enables the Town to use the $90.0 million of remaining COPs proceeds to pay for early infrastructure needs in the Harquahala Valley, as well as public safety, transportation, and other priority capital projects within the Town. COPs Debt service related to the Harquahala water infrastructure will be funded by Water Resource Fees, which will start January 2027. The debt service on the remaining $55.0 million of COPs proceeds will be funded by the General Fund.

A budget adjustment is needed to provide for the revenues and expenses of the sale of the COPs and the WIFA loan, accommodate the first installment payment under the purchase agreement and record the corresponding interest income and expense related to the financing.

These adjustments do not increase the Town's total FY25-26 budget, rather they reallocate expenditure authority between line items and from contingency accounts in order to reduce year-end reporting variances.

FUND / ACCOUNT	FY 25-26 BUDGET INCREASE (DECREASE)
Water Resources Debt Fund/COP/WIFA Proceeds	$281,436,242
Bond Proceeds Fund/COP Proceeds	$54,571,389
Water Resources Debt Fund/Costs of Issuance Expense	$1,531,196
Bond Proceeds Fund/Costs of Issuance Expense	$351,435
Contingency Fund/Contingency	($1,882,631)
Water Resources Capital Fund/Water Rights Expense	$140,000,000
Contingency Fund/Contingency	($140,000,000)
Water Resources Debt Fund/Interest Expense (COP)	$3,671,605
Water Resources Debt Fund/Interest Expense (WIFA)	$450,056
Contingency Fund/Contingency	($4,121,661)
Water Resources Debt Fund/Interest Income (COP)	$873,229
Bond Proceeds Fund/Interest Income	$241,062

A budget adjustment is required to adjust for the corresponding interest income and expense items related to the debt service and interest income from the COPs and WIFA loans for the current year. The FY 26-27 budget included an estimated amount of interest expense for the COP debt, a portion of which can be reallocated to the Police Department Headquarters and WIFA loan debt service requirements. Also, an amount budgeted for costs of issuing new utility debt in FY 26-27 is no longer needed and can be reallocated towards the WIFA loan debt service requirements. The balance will come from contingency.

FUND / ACCOUNT	FY 26-27 BUDGET INCREASE (DECREASE)
Water Resources Debt Fund/Interest Expense (COP)	($4,657,327)
Water Resources Debt Fund/Bond Issuance Costs	($1,100,000)
Water Resources Debt Fund/Interest Expense (WIFA)	$3,523,669
Bond Proceeds Fund/Interest Expense (COP)	$2,993,636
Contingency Fund/Contingency	($759,978)

Alternatives:

There are no alternatives to the proposed budget adjustments related to the accounting for COP and WIFA proceeds. Proceeds allocated to the Bond Proceeds Fund will be spent within 3 years to comply with arbitrage requirements.

Attachment(s):

1. Resolution 1982-26
2. Second Supplement to Trust Agreement
3. Second Amendment to Lease-Purchase Agreement

RESOLUTION NO. 1682-26

RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO LEASE-PURCHASE AGREEMENT AND A SECOND SUPPLEMENT TO TRUST AGREEMENT WITH RESPECT TO THE TOWN OF QUEEN CREEK, ARIZONA CERTIFICATES OF PARTICIPATION, SERIES 2026; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION

WHEREAS, the Common Council of the Town of Queen Creek, Arizona (the "Town"), determined to acquire real property and associated water rights (the "Project"); and

WHEREAS, the Common Council of the Town determined that in order to finance the costs of the Project it was desirable and necessary to lease-purchase certain property owned by the Town (the "Property"); and

WHEREAS, in connection with the financing of the Project, the Town entered into a Ground Lease, dated as of February 1, 2026, with respect to the Property with U.S. Bank Trust Company, National Association, as lessee (the "Trustee"), which lessee then leased the Property to the Town pursuant to a separate Lease-Purchase Agreement, dated as of February 1, 2026 (the "Lease-Purchase Agreement"); and

WHEREAS, the Common Council of the Town determined that financing for the Project be undertaken through the sale and delivery of Certificates of Participation, Series 2026 (the "Certificates"), evidencing and representing proportionate interests of the owners thereof in the Lease-Purchase Agreement, specifically the lease payments to be made by the Town pursuant thereto; and

WHEREAS, the Certificates were executed and delivered and will be paid pursuant to the terms and provisions of a Trust Agreement, dated as of February 1, 2026 (the "Trust Agreement"), by and between the Town and the Trustee; and

WHEREAS, the Common Council of the Town determined to modify the definition of "Project" in the Lease-Purchase Agreement and the Trust Agreement as provided in the First Amendment to Lease-Purchase Agreement and the First Supplement to Trust Agreement, each dated as of May 1, 2026, each between the Trustee and the Town; and

WHEREAS, the Common Council of the Town has determined to further modify the definition of "Project" in the Lease-Purchase Agreement and the Trust Agreement as provided in the Second Amendment to Lease-Purchase Agreement and the Second Supplement to Trust

Agreement, each to be dated as of the first day of the month of the date of the execution and delivery thereof (the "Second Amendment" and the "Second Supplement," respectively), each between the Trustee and the Town; and

WHEREAS, the Town has the general power and authority to enter into and deliver the Second Amendment and the Second Supplement;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, THAT:

Section 1. The forms, terms and provisions of the Second Amendment and the Second Supplement in the forms of such documents (including the exhibits thereto) presented at the meeting at which this Resolution was adopted are hereby approved with such insertions, omissions and changes as shall be approved by the Mayor or, in the absence thereof, Vice Mayor, the execution of each such document being conclusive evidence of such approval, and the Mayor or, in the absence thereof, Vice Mayor, and the Town Clerk are hereby authorized and directed, for and on behalf of the Town, to sign and attest, as applicable, the Second Amendment and the Second Supplement, as well as any and all other documents necessary in connection with the foregoing.

Section 2. All actions of the officers and agents of the Town, including the Common Council of the Town, which conform to the purposes and intent of this Resolution and which further the execution and delivery of the Second Amendment and the Second Supplement as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the Town as may be necessary to carry out the terms and intent of this Resolution and to give effect to and consummate the transactions contemplated by this Resolution.

Section 3. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof. The Common Council of the Town hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Second Amendment and the Second Supplement pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

PASSED AND ADOPTED by the Common Council of the Town of Queen Creek, Arizona, this 2nd day of December, 2026.

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	Clifford Mattice, Town Attorney

SECOND SUPPLEMENT TO TRUST AGREEMENT

by and between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee,

and

TOWN OF QUEEN CREEK, ARIZONA,
as Lessee

Dated as of December 2, 2026

SECOND SUPPLEMENT TO TRUST AGREEMENT

THIS SECOND SUPPLEMENT TO TRUST AGREEMENT dated as of December 2, 2026 (this "*Second Supplement*"), by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, solely in its capacity as trustee (the "*Trustee*" or "*Lessor*"), and TOWN OF QUEEN CREEK, ARIZONA (the "*Lessee*"), a municipal corporation duly organized and existing pursuant to the laws of the State of Arizona;

WITNESSETH:

WHEREAS, the Lessee and the Trustee entered into a Ground Lease, dated as of February 1, 2026, pursuant to which the Lessee has leased certain real property, together with the improvements then or thereafter existing thereon, to the Lessor, and the Lessor has leased such real property and improvements from the Lessee; and

WHEREAS, the Lessee and the Lessor entered into a Lease-Purchase Agreement, dated as of February 1, 2026, as amended by the First Amendment to Lease-Purchase Agreement, dated as of May 1, 2026, whereby the Lessor agreed to lease its interest in such real property and improvements to the Lessee and the Lessee agreed to lease such real property and improvements from the Lessor; and

WHEREAS, in connection therewith, the Town entered into a Trust Agreement, dated as of February 1, 2026, as supplemented by the First Supplement to Trust Agreement, dated as of May 1, 2026 (as so supplemented, the "*Trust Agreement*"), with the Trustee, pursuant to which the Trustee executed and delivered $230,520,000 aggregate principal amount of "Certificates of Participation, Series 2026 Evidencing Undivided Proportionate Interests of the Owners Thereof in Lease Payments to be Made by Town of Queen Creek, Arizona, as Lessee of Certain Property Pursuant to a Lease-Purchase Agreement, dated as of February 1, 2026" (the "*Certificates*");

WHEREAS, the Common Council of the Town has determined to supplement the Trust Agreement pursuant to this Second Supplement to modify the definition of the "Project" in the Trust Agreement; and

WHEREAS, pursuant to Section 10.1 of the Trust Agreement, the Trust Agreement may be supplemented by a supplemental agreement such as this Second Supplement, without the consent of any Owners (as defined in the Trust Agreement) of the Certificates, but only to the extent permitted by law and, among other purposes, to provide for additions or modifications to the Project;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. The Trust Agreement is hereby supplemented by replacing the definition of "Project" in the second recital thereof with the following (modifications noted in <u>underline</u> and ~~strikethrough~~):

"acquisition by the Town of real property and associated water rights, ~~and~~ construction or improvement of capital projects for the Town's utility system, including improvements related to such acquisition, and transportation, streets, public safety and municipal facilities projects"

Section 2. Except as provided by this Second Supplement, the Trust Agreement is hereby ratified and confirmed in all other respects.

Section 3. This Second Supplement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona.

Section 4. If any provision of, or any covenants, obligation or agreement contained in, this Second Supplement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Second Supplement. That invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5. This Second Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Second Supplement to Trust Agreement as of the date and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By.....
Authorized Representative

TOWN OF QUEEN CREEK, ARIZONA, as Lessee

By.....
Mayor

ATTEST:

.....
Town Clerk

When recorded, please return to:

Paul M. Gales, Esq.
Greenberg Traurig, LLP
Suite 800
2375 East Camelback Road
Phoenix, Arizona 85016

EXEMPT FROM AFFIDAVIT AND FEE PURSUANT TO SECTION 11-1134(A)(3), ARIZONA REVISED STATUTES, AS AMENDED

AMENDS DOCUMENT NO. 2026008004
RECORDED AT 11:26 ON 02/11/2026

SECOND AMENDMENT TO LEASE-PURCHASE AGREEMENT

by and between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
solely in its capacity as trustee,
as Lessor

and

TOWN OF QUEEN CREEK, ARIZONA,
as Lessee

Dated as of December 2, 2026

SECOND AMENDMENT TO LEASE-PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE-PURCHASE AGREEMENT, dated as of December 2, 2026 (this "*Second Amendment*"), by and between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, solely in its capacity as trustee, as lessor (the "*Lessor*"), and TOWN OF QUEEN CREEK, ARIZONA, as lessee (the "*Lessee*" or the "*Town*"), a municipal corporation duly organized and existing pursuant to the laws of the State of Arizona;

WITNESSETH:

WHEREAS, pursuant to a Ground Lease, dated as February 1, 2026, the Lessee has leased to the Lessor certain real property, as more fully set forth on the Exhibit hereto, together with the improvements then or thereafter existing thereon; and

WHEREAS, pursuant to a Lease-Purchase Agreement, dated as February 1, 2026, as amended by the First Amendment to Lease-Purchase Agreement, dated as of May 1, 2026 (as so amended, the *"Lease Agreement"*), the Lessor re-leased such real property and improvements to the Lessee; and

WHEREAS, in connection therewith, the Town entered into a Trust Agreement, dated as of February 1, 2026, as supplemented by the First Supplement to Trust Agreement, dated as of May 1, 2026 (as so supplemented, the "*Trust Agreement*"), with the Lessor, pursuant to which the Lessor executed and delivered $230,520,000 aggregate principal amount of "Certificates of Participation, Series 2026 Evidencing Undivided Proportionate Interests of the Owners Thereof in Lease Payments to be Made by Town of Queen Creek, Arizona, as Lessee of Certain Property Pursuant to a Lease-Purchase Agreement, dated as of February 1, 2026" (the "*Certificates*"); and

WHEREAS, the Common Council of the Town has determined to amend the Lease Agreement pursuant to this Second Amendment to modify the definition of the "Project" in the Lease Agreement; and

WHEREAS, pursuant to Section 10.1 of the Trust Agreement, the Lease Agreement may be amended by a supplemental agreement such as this Second Amendment, without the consent of any Owners (as defined in the Trust Agreement) of the Certificates, but only to the extent permitted by law and, among other purposes, to provide for additions or modifications to the Project;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. The Lease Agreement is hereby amended by replacing the definition of "Project" in the second recital thereof with the following (modifications noted in underline and ~~strikethrough~~):

"acquisition by the Town of real property and associated water rights, ~~and~~ construction or improvement of capital projects for the Town's utility system, including

improvements related to such acquisition, and transportation, streets, public safety and municipal facilities projects"

Section 2. Except as provided by this Second Amendment, the Lease Agreement is hereby ratified and confirmed in all other respects.

Section 3. This Second Amendment shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona.

Section 4. If any provision of, or any covenants, obligation or agreement contained in, this Second Amendment is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Second Amendment. That invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Lessor has caused this Second Amendment to Lease Agreement to be executed in its corporate name by its duly authorized officer, and the Lessee has caused this Second Amendment to Lease Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, solely in its capacity as trustee, as Lessor

By.....
Authorized Representative

TOWN OF QUEEN CREEK, ARIZONA, as Lessee

By.....
Mayor

ATTEST:

.....
Town Clerk

[Signature page to Second Amendment to Lease-Purchase Agreement]

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this, the ..... day of ..... 2026, before me, the undersigned Notary Public, personally appeared ....., who acknowledged himself/herself to be an Authorized Representative of U.S. Bank Trust Company, National Association, and that he/she, as such officer, being authorized so to do, executed the foregoing Second Amendment to Lease Agreement for the purposes therein contained by signing the name of such entity by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

.....
Notary Public

My Commission Expires:

.....

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this, the ..... day of ..... 2026, before me, the undersigned Notary Public, personally appeared Julia Wheatley and Maria Gonzalez, who acknowledged themselves to be the Mayor and Town Clerk, respectively, of the Town of Queen Creek, Arizona, a municipal corporation, and that they, as such officers, being authorized so to do, executed the foregoing Second Amendment to Lease Agreement for the purposes therein contained by signing the name of the municipal corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

.....
Notary Public

My Commission Expires:

.....

The foregoing notarial certificate(s) relate(s) to the Second Amendment to Lease-Purchase Agreement, dated as of _____ 1, 2026, executed by the Town of Queen Creek, Arizona, an Arizona municipal corporation, and U.S. Bank Trust Company, National Association, a national banking association (the "Notarized Document"). The Notarized Document contains a total of ..... pages.

[Notary page to Second Amendment to Lease-Purchase Agreement]

EXHIBIT

DESCRIPTION OF LEASED PROPERTY

For APN/Parcel ID(s): 304-87-967 – COUNCIL CHAMBERS AND PUBLIC SAFETY ADMINISTRATION BUILDING

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Lot 2 of The Town of Queen Creek Municipal Campus, according to Book 1523 of Maps, page 21, records of Maricopa County, Arizona.

For APN/Parcel ID(s): 304-87-968 – TOWN HALL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Lot 3 of The Town of Queen Creek Municipal Campus, according to Book 1523 of Maps, page 21, records of Maricopa County, Arizona.

For APN/Parcel ID(s): 304-87-967 – FIRE STATION #1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Lot 1 of The Town of Queen Creek Municipal Campus, according to Book 1523 of Maps, page 21, records of Maricopa County, Arizona.

For APN/Parcel ID(s): 304-90-398H – FIRE STATION #2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

All that real property being a portion of the Northwest quarter of the Southwest quarter of Section 29, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at a found 1 and ½ inch aluminum cap flush with the pavement marking the West quarter corner of said Section 29;

Thence North 89 degrees 55 minutes 13 seconds East (Basis of Bearings) along the East-West mid-section line of said Section 29, a distance of 33.00 feet on the East right-of-way line of Sossaman Road;

Thence South 00 degrees 12 minutes 52 seconds West along said East right-of-way line of Sossaman Road, a distance of 378.15 feet to a set ½ inch iron bar with cap marked "LS 25090" at the True Point of Beginning;

Thence North 89 degrees 55 minutes 13 seconds East, a distance of 1058.97 feet to a set ½ inch iron bar with cap marked "LS 25090";

Thence South 00 degrees 08 minutes 37 seconds West, a distance of 952.92 feet to a set ½ inch iron bar with cap marked "LS 25090"'

Thence South 89 degrees 52 minutes 43 seconds West, a distance of 1060.15 feet to a set ½ inch iron bar with cap marked "LS 25090" on said East right-of-way line of Sossaman Road;

Thence North 00 degrees 12 minutes 52 seconds East along said East right-of-way line of Sossaman Road, said line being 33.00 feet distant East therefrom and parallel with the West line of the Southwest quarter of said Section 29, a distance of 953.70 feet to the True Point of Beginning.

For APN/Parcel ID(s): 304-93-395C – FIRE STATION #3

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Being a portion of Tract J of the Final Plat Sossaman Estates III Phase A, recorded in Book 926 of Maps, page 47, Maricopa County Records, Arizona, more particularly described as follows:

Commencing at an angle point at the East end of a line located at the Northeast corner of said Tract J, said line having a bearing of South 88 degrees 12 minutes 33 second East, 223.92 feet;

Thence North 88 degrees 12 minutes 33 seconds West, 158.39 feet along the North line of said Tract J being the South right of way line of Queen Creek Road to the Point of Beginning;

Thence leaving said North line, South 01 degrees 42 minutes 05 seconds West, 299.12 feet;

Thence North 88 degrees 17 minutes 55 seconds West, 300.00 feet;

Thence North 01 degrees 42 minutes 05 seconds East, 309.00 feet to the North line of said Tract J and to a non tangent curve concave Northerly, having a radius of 2920.00 feet, the center of which bears North 06 minutes 23 minutes 30 seconds East;

Thence Easterly along said North line and said curve a central angle of 04 degrees 36 minutes 21 seconds, an arc length of 234.74 feet;

Thence South 88 degrees 12 minutes 33 seconds East, 65.53 feet to the Point of Beginning.

For APN/Parcel ID(s): 304-63-584 – FIRE STATION #4

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel 1, TOWN PARCEL AT SIGNAL BUTTE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded as Book 1540, page 17.

For APN/Parcel ID(s): 104-22-012U – FIRE STATION #5

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 31 TOWNSHIP 2 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 491.28 FEET OF THE WEST 266.00 FEET OF THAT PARCEL DESCRIBED IN FEE NUMBER 2010-035707 PINAL COUNTY RECORDER'S OFFICE

For APNs/Parcel IDs: 304-93-557F, a.k.a. 304-66-998, and 304-65-021C – LIBRARY/COMMUNITY CENTER

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1

Lot 5, Queen Creek Market, according to Book 1880 of Maps, page 26, records of Maricopa County, Arizona.

Parcel No. 2

That part of the Southwest quarter of the Northwest quarter of Section 22, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 22;

Thence South 0 degrees 14 minutes 58 seconds East along the West line of said Southwest quarter of the Northwest quarter, 50.0 feet to the Point of Beginning;

Thence North 89 degrees 56 minutes 46 seconds East parallel with the North line of said Southwest quarter of the Northwest quarter, 660.0 feet;

Thence South 0 degrees 14 minutes 58 seconds East, parallel with the West line of said Southwest quarter of the Northwest quarter, 390.0 feet;

Thence South 89 degrees 56 minutes 46 seconds West parallel with the North line of said Southwest quarter of the Northwest quarter, 660.0 feet to a point, said point being on the West line of said Southwest quarter of the Northwest quarter;

Thence North 0 degrees 14 minutes 58 seconds West along the West line of said Southwest quarter of the Northwest quarter, 390.0 feet to the Point of Beginning

For APN/Parcel ID(s): 304-63-010T – PUBLIC SAFETY COMPLEX (PUBLIC SAFETY SUPPORT FACILITY)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

That part of the Southeast quarter of Section 11, Township 2 South, Range 7 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a brass cap in a handhole marking the South quarter of said Section 11, from which a Maricopa County Highway Department brass cap in a handhole marking the Southeast corner of said Section 11, bears South 89 degrees 49 minutes 25 seconds East, a distance of 2642.85 feet;

THENCE North 00 degrees 37 minutes 34 seconds West, along the North South Mid Section line of said Section 11, a distance of 1737.52 feet;

THENCE South 89 degrees 49 minutes 25 seconds East, parallel with the South line of said Southeast quarter, a distance of 1279.08 feet;

THENCE South 00 degrees 32 minutes 50 seconds East, a distance of 1037.40 feet to the Northwest corner of that certain parcel of land according to A.P.N. 304-63-010E, records of Maricopa County, Arizona;

THENCE South 00 degrees 32 minutes 50 seconds East, along the West line of said parcel of land, a distance of 700.09 feet to the South line of said Southeast quarter;

THENCE North 89 degrees 49 minutes 25 seconds West, along the south line of said Southeast quarter, a distance of 1276.69 feet to the POINT OF BEGINNING;

EXCEPT The North 681.37 feet thereof;

EXCEPT any portion lying with Map of Dedication recorded in Book 980 of Maps, page 46, records of Maricopa County, Arizona;

EXCEPT that part thereof described as follows:

COMMENCING at a brass cap in a hand hole at the South quarter corner of said Section 11, from which a brass cap in a hand hole at the Southeast corner of said Section 11, bears South 89 degrees 49 minutes 23 seconds East, a distance of 2642.85 feet;

THENCE North 00 degrees 37 minutes 36 seconds West, along the West line of the Southeast quarter of said Section 11, a distance of 691.00 feet to the POINT OF BEGINNING;

THENCE continuing North 00 degrees 37 minutes 36 seconds West, along said West line, a distance of 365.08 feet;

THENCE South 89 degrees 49 minutes 23 seconds East, parallel with the South line of the Southeast quarter of Section 11, a distance of 1278.19 feet;

THENCE South 00 degrees 33 minutes 07 seconds East, a distance of 356.06 feet;

THENCE South 89 degrees 11 minutes 41 seconds West, a distance of 525.63 feet;

THENCE North 89 degrees 49 minutes 23 seconds West, a distance of 752.05 feet to the POINT OF BEGINNING;

EXCEPT that part thereof described as follows:

COMMENCING at a brass cap in a hand hole at the South quarter corner of said Section 11, from which a brass cap in a hand hole at the Southeast corner of said Section 11, bears South 89 degrees 49 minutes 23 seconds East, (an assumed bearing) at a distance of 2642.85 feet;

THENCE South 89 degrees 49 minutes 23 seconds East, along the South line of the Southeast quarter of said Section 11, a distance of 752.05 feet to the Southeast corner of the right of way of Queen Creek Road as dedicated on the Map of Dedication 220th Street & Queen Creek Road recorded in Book 980 of Maps, page 46, records of Maricopa County, Arizona, said point being the POINT OF BEGINNING;

THENCE North 00 degrees 37 minutes 36 seconds West, along the East line of said dedicated right of way and its Northerly prolongation a distance of 691.00 feet;

THENCE North 89 degrees 11 minutes 41 seconds East, a distance of 525.63 feet to the Northwest corner of Lot 1, as shown on a lot split map recorded in Book 1107 of Maps, page 14, records of Maricopa County, Arizona;

THENCE South 00 degrees 33 minutes 14 seconds East, along the West line of said Lot 1, a distance of 700.00 feet to a point on the South line of the Southeast quarter of said Section 11;

THENCE North 89 degrees 49 minutes 23 seconds West along said South line, a distance of 524.79 feet to the POINT OF BEGINNING.

EXCEPT The South 33 feet thereof.

For APN/Parcel ID(s): 304-63-010N, 304-63-010R, 304-63-010X, 304-63-582 and 304-63-583 – FRONTIER FAMILY PARK RECREATION AND AQUATIC CENTER

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

A portion of the Southeast quarter of Section 11, Township 2 South, Range 7 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap in a hand hole at the South quarter corner of said Section 11, from which a brass cap in a hand hole at the Southeast corner of said Section 11 bears South 89 degrees 49 minutes 23 seconds East at a distance of 2,642.85 feet;

Thence North 00 degrees 37 minutes 36 seconds West, along the West line of the Southeast quarter of said Section 11, for a distance of 1,056.08 feet to the POINT OF BEGINNING;

Thence continuing North 00 degrees 37 minutes 36 seconds West, along said West line, for a distance of 681.44 feet;

Thence South 89 degrees 49 minutes 23 seconds East, along a line parallel with the South line of the Southeast quarter of said Section 11, for a distance of 1,279.08 feet;

Thence South 00 degrees 33 minutes 07 seconds East for a distance of 681.43 feet;

Thence North 89 degrees 49 minutes 23 seconds West, along a line parallel with the South line of the Southeast quarter of said Section 11, for a distance of 1,278.19 feet to the POINT OF BEGINNING.

Parcel No. 2:

A portion of the Southeast quarter of Section 11, Township 2 South, Range 7 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap in a hand hole at the South quarter corner of said Section 11 , from which a brass cap in a hand hole at the Southeast corner of said Section 11 bears South 89 degrees 49 minutes 23 seconds East at a distance of 2,642.85 feet;

Thence North 00 degrees 37 minutes 36 seconds West, along the West line of the Southeast quarter of said Section 11, for a distance of 691.00 feet to the POINT OF BEGINNING;

Thence continuing North 00 degrees 37 minutes 36 seconds West, along said West line, for a distance of 365.08 feet;

Thence South 89 degrees 49 minutes 23 seconds East, parallel with the South line of the Southeast quarter of said Section 11, for a distance of 1,278.19 feet;

Thence South 00 degrees 33 minutes 07 seconds East for a distance of 356.06 feet;

Thence South 89 degrees 11 minutes 41 seconds West for a distance of 525.63 feet;

Thence North 89 degrees 49 minutes 23 seconds West for a distance of 752.05 feet to the POINT OF BEGINNING.

Parcel No. 3:

A portion of the Southeast quarter of Section 11, Township 2 South, Range 7 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap in a hand hole at the South quarter corner of said Section 11, from which a brass cap in a hand hole at the Southeast corner of said Section 11 bears South 89 degrees 49 minutes 23 seconds East at a distance of 2,642.85 feet;

Thence North 00 degrees 37 minutes 36 seconds West, along the West line of the Southeast quarter of said Section 11, for a distance of 1,737.52 feet to the POINT OF BEGINNING;

Thence continuing North 00 degrees 37 minutes 36 seconds West, along said West line, for a distance of 892.46 feet to the Northwest corner of the Southeast quarter of said Section 11;

Thence South 89 degrees 46 minutes 27 seconds East, along the North line of the Southeast quarter of said Section 11, for a distance of 2,646.21 feet to the East quarter corner of said Section 11;

Thence South 00 degrees 33 minutes 14 seconds East, along the East line of the Southeast quarter of said Section 11, for a distance of 1,927.69 feet;

Thence North 89 degrees 49 minutes 23 seconds West, along a line parallel with the South line of the Southeast quarter of said Section 11, for a distance of 1,366.01 feet;

Thence North 00 degrees 33 minutes 07 seconds West for a distance of 1,037.49 feet;

Thence North 89 degrees 49 minutes 23 seconds West, along a line parallel with the South line of the Southeast quarter of said Section 11, for a distance of 1,279.08 feet to the POINT OF BEGINNING;

EXCEPT any portion within the plat of TOWN PARCEL AT SIGNAL BUTTE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona recorded in Book 1540 of Maps, Page 17.

Parcel No. 4:

A portion of Section 12, Township 2 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at a rebar marking the Southwest corner of said Section 12, from which an aluminum cap at the South quarter-corner of said Section 12 bears North 89 degrees 59 minutes 39 seconds East, 2627.91 feet;

Thence along the West line of said Section 12, North 0 degrees 33 minutes 14 seconds West, 700.00 feet to the POINT OF BEGINNING;

Thence continuing along said West line, North 0 degrees 33 minutes 14 seconds West, 510.35 feet to the beginning of a curve, concave Southeast, having a radius of 1340.00 feet;

Thence Northeasterly 591.62 feet along the arc of said curve to the right through a central angle of 25 degrees 17 minutes 48 seconds to the beginning of a non-tangent curve, concave Westerly, from which the radius point bears South 68 degrees 33 minutes 54 seconds West a distance of 1500.00 feet;

Thence Southerly 1042.90 feet along the arc of said curve to the right through a central angle of 39 degrees 50 minutes 09 seconds to a point of reverse curvature of a curve having a radius of 1500.00 feet;

Thence Southwesterly 65.78 feet along the arc of said curve to the left through a central angle of 2 degrees 30 minutes 45 seconds;

Thence on a non-tangent line North 89 degrees 49 minutes 23 seconds West, 125.69 feet to the POINT OF BEGINNING;

EXCEPT any portion within the plat of TOWN PARCEL AT SIGNAL BUTTE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona recorded in Book 1540 of Maps, Page 17.

Parcel No. 5:

A portion of the Southwest Quarter of Section 12, Township 2 South, Range 7 East, Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at a brass cap in a hand hole at the Southwest corner of said Section 12, from which a brass cap in a hand hole at the South quarter corner of said Section 11 bears North 89 degrees 49 minutes 23 seconds West at a distance of 2,642.85 feet;

Thence North 00 degrees 33 minutes 14 seconds West, along the West line of the Southwest quarter of said Section 12, for a distance of 1,210.35 feet to the POINT OF BEGINNING;

Thence continuing North 00 degrees 33 minutes l4 seconds West, along said West line, for a distance of 1,417.34 feet to the West quarter corner of said Section 12;

Thence North 89 degrees 59 minutes 51 seconds East, along the North line of the Southwest quarter of said Section 12, for a distance of 907.23 feet to a point on a non-Tangent curve, concave to the Northwest, the center of which bears North 50 degrees 45 minutes 17 seconds West, at a distance of 1,340.00 feet;

Thence Southwesterly along the arc of said curve, through a central angle of 10 degrees 54 minutes 07 seconds for a distance of 254.97 feet to a point of tangency;

Thence South 50 degrees 08 minutes 50 seconds West for a distance of 303.79 feet to the beginning of a curve, concave to the Southeast, the center of which bears South 39 degrees 51 minutes 10 seconds East at a distance of 1,340.00 feet;

Thence Southwesterly, along the arc of said curve, through a central angle of 50 degrees 42 minutes 04 seconds for a distance of 1,185.77 feet the POINT OF BEGINNING;

EXCEPT that portion conveyed in deed recorded November 23, 2016 in Document No. 20160868016 of Official Records, being more particularly described as follows:

A portion of Section 12, Township 2 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a brass cap marking the west quarter-corner of said Section 12, from which a rebar at the southwest comer of said Section 12 bears South 0 degrees 33 minutes 14 seconds East, 2627.69 feet;

Thence along the East-West mid-section line of said Section 12, North 89 degrees 59 minutes 51 seconds East, 907.23 feet to the beginning of a non-tangent curve, concave Northwest, from which the radius point bears North 50 degrees 45 minutes 17 seconds West a distance of 1340.00 feet;

Thence Southwesterly 254.97 feet along the arc of said curve to the right through a central angle of 10 degrees 54 minutes 07 seconds;

Thence South 50 degrees 08 minutes 50 seconds West, 303.79 feet to the beginning of a curve, concave Southeast, having a radius of 1340.00 feet;

Thence Southwesterly 594.15 feet along the arc of said curve to the left through a central angle of 25 degrees 24 minutes 17 seconds to the beginning of a non-tangent curve, concave Southwest, from which the radius point bears South 68 degrees 33 minutes 54 seconds West a distance of 1500.00 feet;

Thence Northwesterly 40.62 feet along the arc of said curve to the left through a central angle of 1 degrees 33 minutes 05 seconds to a point of reverse curvature of a curve having a radius of 1500.00 feet;

Thence Northwesterly 587.28 feet along the arc of said curve to the right through a central angle of 22 degrees 25 minutes 57 seconds to a point on the west line of said Section 12;

Thence along said west line, North 0 degrees 33 minutes 14 seconds West, 234.61 feet to the POINT OF BEGINNING; and also

EXCEPT any portion lying within TOWN PARCEL AT SIGNAL BUTTE, according to the plat of records in the office of the County Recorder of Maricopa County, Arizona recorded in Book 1540 of Maps, Page 17.

For APN/Parcel ID(s): 304-68-008E, 304-68-005H and 304-68-001X – MANSEL CARTER OASIS PARK

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lot 4, of AMENDED RESULT OF SURVEY SUN VAL LEY FARMS UNIT III, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded as Book 198 of Maps, Page 30.

Parcel 2:

Lot 5, of AMENDED RESULT OF SURVEY SUN VALLEY FARMS UNIT III, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded as Book 198 of Maps, Page 30;

Except any portion thereof lying within the Final Plat of Parkside Estates according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in book 1584 of Maps, page 16.

Parcel 3:

All that part of the Northeast quarter of Section 17, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, lying West of Tract A, ROMAN ESTATES PHASE IV, according to Book 638 of Maps, page 13, records of Maricopa County, Arizona,

For APN/Parcel ID(s): 304-91-087, 304-91-088, 304-91-089C, 304-91-089D, 304-91-089A, 304-91-103A and 304-91-103C – EQUINE CENTER

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1:

Lot 27, QUEEN CREEK PECANS UNIT 1, according to the plat recorded in Book 151 of Maps, page 4, records of Maricopa County, Arizona.

Parcel No. 2:

Lot 28, QUEEN CREEK PECANS UNIT 1, according to the plat recorded in Book 151 of Maps, page 4, records of Maricopa County, Arizona.

Parcel No. 3:

Lot 29, QUEEN CREEK PECANS UNIT 1, according to the plat recorded in Book 151 of Maps, page 4, records of Maricopa County, Arizona.

EXCEPT The South 329 feet thereof.

Parcel No. 4:

The South 329 feet of Lot 29, QUEEN CREEK PECANS UNIT 1, according to the plat recorded in Book 151 of Maps, page 4, records of Maricopa County, Arizona.

Parcel No. 5:

The South 295 feet of the East 358 feet of Parcel A, QUEEN CREEK PECANS UNIT 1, according to the plat recorded in Book 151 of Maps, page 4, records of Maricopa County, Arizona.

Parcel No. 6:

That part of Parcel A, QUEEN CREEK PECANS UNIT 1, according to the plat recorded in Book 151 of Maps, page 4, records of Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of Section 28, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

THENCE East 1841.28 feet;

THENCE North 55 feet to the POINT OF BEGINNING;

THENCE continuing North 297.70 feet;

THENCE North 63 degrees 01 minutes East, 489.06 feet;

THENCE South 221.24 feet;

THENCE West 358 feet;

THENCE South 295 feet;

THENCE West 79.10 feet to the POINT OF BEGINNING

For APN/Parcel ID(s): 304-87-968 – MUNICIPAL/DEVELOPMENT SERVICES BUILDING
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Lot 3 of The Town of Queen Creek Municipal Campus, according to Book 1523 of Maps, page 21, records of Maricopa County, Arizona.