AMENDED AGENDA
Queen Creek Town Council Regular Session
Community Chambers, 20727 E Civic Parkway
November 1, 2023 | 6:30 PM
(Doors open at 5:30 PM)

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

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

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

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

1. **Call to Order:**
2. **Roll Call:** *(Members of the Town Council may attend electronically and/or telephonically)*
3. **Pledge of Allegiance:**
4. **Invocation/Moment of Silence:**
5. **Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
   - A. Recognition of Paul Gardner for receiving the American Planning Association Award for Outstanding Public Official
   - B. Proclamation - Small Business Saturday
   - C. Proclamation - Red Ribbon Week
   - D. Proclamation - Condemning Hamas and Honoring Lives Lost Related to 10/7 Attacks

6. Committee Reports:

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

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

1. Economic Development Commission (October 25)

7. Public Comments: *Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting.*

8. Consent Agenda: *Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Members of the Town Council and/or staff may comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.*

A. Consideration and possible approval of the October 18, 2023 Regular Session minutes.

B. Consideration and possible approval of the October 23, 2023 Regular Session minutes.

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

1. Sunbelt, Herc Rentals – Rental Equipment: $110,000 (Ground Maintenance)

2. Axon – Subscription Services and Equipment Purchases: Additional spending authority of $50,000. The Council approved $325,000 on June 7, 2023. This will take the total authorized spending authority to $375,000 (Police)

D. Consideration and possible approval of a budget adjustment of $137,134 from grant contingency for personnel costs and training related to a grant from the Arizona Department of Emergency and Military Affairs that has been previously approved and is continuing into FY 2023-24.

E. Consideration and possible acceptance of a grant from the Arizona Department of Emergency and Military Affairs for equipment and services related to Anti-Human Trafficking (Prosecution & Imprisonment – HB2862) operations in an amount not to exceed $185,500, and approval of a budget adjustment from the grant contingency fund in the amount of $155,800 for FY 2023-24.

F. Consideration and possible acceptance of a grant from the Arizona Governor's Office of Highway Safety for funds that will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Queen Creek in an amount not to exceed $30,000, and a budget adjustment from the grant contingency fund in the amount of $30,000.

G. Consideration and possible acceptance of a grant from the Arizona Governor's Office of Highway Safety to support Personnel Services (Overtime), Employee Related Expenses, Professional Services/Training, equipment, materials, and supplies to enhance Selective Traffic Enforcement (STEP) throughout the Town of Queen Creek in an amount not to exceed $60,275, and approval of a budget adjustment from the grant contingency fund in the amount of $60,275.

H. Consideration and possible approval of $30,000 in spending authority for co-op tourism advertising with Visit Mesa.

I. Consideration and possible approval of Job Order 03 with MGC Contractors, Inc., Contract 2023-084 in an amount not to exceed $307,800 for the completion of the Quail Ranch Well Site Tank Repairs Project WA206. (FY 23-24 Budgeted Item)

J. Consideration and possible approval of an Intergovernmental Agreement (IGA) with Pinal County regarding the participation of the Town of Queen Creek Public Works Department's Streets Division in the annual Safety Roadeo.

K. Consideration and possible approval of the Relocation and Site Lease Agreement for Cellular Provider with B Diamond Infra LLC, an authorizing and directing the Town Manager, Town Clerk and Town Attorney to negotiate, finalize and execute all documents and take all actions necessary to effectuate the transaction.

L. Consideration and possible approval of Amendment #1 to Delegation Resolution # 1537-23 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of the Queen Creek Public Safety Support Facility (CIP Project No. MF019) increasing the total Resolution amount by $653,117 for a total amended Resolution not to exceed $44,124,228 and a related budget adjustment totaling $653,117 from CIP contingency.

M. Consideration and possible approval of Delegation Resolution 1544-23 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of Schnepf Road Waterline Combs Road to Hashknife Draw Road (CIP Project No. WA270) in an amount not to exceed$2,610,760 and related budget adjustments totaling $2,609,005 from CIP Contingency.

N. Consideration and possible adoption of Ordinance 823-23, amending the Queen Creek Town Code Chapter 8, Article 8-1, Business License, Section 8-1-2 and Article 8-6, Short-Term Rentals and Vacation Rentals; and amending Chapter 9 by amending Section 9-2-13 Short-Term Rental Offenses.

9. Public Hearing Consent Agenda: *Matters listed under the Public Hearing Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*

A. None.

10. **Public Hearings:** *If you wish to speak to the Town Council on any of the items listed as a Public Hearing, please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to PublicComment@QueenCreekAZ.gov (limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*

    A. None.

11. **Items for Discussion:** *These items are for Town Council discussion only and no action will be taken. In general, no public comment will be taken.*

    A. Follow up from February, 2022 Town Council Strategic Planning Session - A Comprehensive Review of the Town's Financial Policies: Status Update #3 and Select Recommendations.

12. **Final Action:** *If you wish to speak to the Town Council on any of the items listed under Final Action, please address the Town Council by completing a Request to Speak Card and returning it to the Town Clerk (limited to three (3) minutes each), or by emailing your comment for this Town Council meeting to* PublicComment@QueenCreekAZ.gov *(limited to 500 words). Every email, if received by the deadline of 5:00 p.m., the day of the meeting, will be entered into the official record. Only one comment per person, per Agenda Item will be allowed. Comments without identifying name and address will not be entered into the official record.*

    A. Consideration and possible adoption of Ordinance 823-23, an Ordinance of Common Council of the Town of Queen Creek, Arizona, Amending the Queen Creek Town Code Chapter 4, Police Department, Article 4-4, Abandoned, Unclaimed, Towed or Impounded Property; amending Chapter 9, Offenses, Article 9-7, Parking and Obstructions; Adding a new Article 9-11, Operation of Bicycles and Other Power-Driven Mobility Devices; amending Article 9-10, Traffic; amending Chapter 11, Traffic, Article 11-1, General; Amending Article 11-2; amending Article 11-5, Operation of Bicycles and Other Power- Driven Mobility Devices; Adding Article 11-6, Shared Mobility Systems; renumbering Article 11-5 Penalties to Article 11-15; Amending Chapter 14, Streets and Sidewalks, by Adding a new Article 14-1, Definitions; Moving and Amending Article 14-1 to 14-2, Sidewalks; Moving and Amending Article 14-2 to 14-3, Streets; and Moving and Renumbering Article 14-3, Scalloped Street Assessments, to Article 14-4.

13. **Adjournment:**

    I, Joy Maglione, do hereby certify that I caused to be posted this 31st day of October, the Agenda for the November 1, 2023 Regular and Possible Executive Session of the Queen Creek Town Council at Town Hall and on the Town's website at www.QueenCreekAZ.gov.

    _____

    Joy Maglione, Deputy Town Clerk

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

(480) 358-3000.











Council Committee Reports

- 10/19-20 – Women Leading Government Conference (Oliphant)
- 10/19 – Nothing Bundt Cakes Ribbon Cutting (Wheatley, Brown, Martineau, McClure, Padilla)
- 10/19 – Queen Creek Employee Appreciation Luncheon (Wheatley, Brown, McClure, Padilla)
- 10/20 – Meeting with DHS Assistant Secretary (Wheatley)
- 10/21 – Trunk or Treat (Wheatley, Benning, Padilla)
- 10/23 – Joint Meeting with Apache Junction City Council (Wheatley, Brown, McClure, Oliphant, Padilla)
- 10/24 – Greater Phoenix Economic Council Board Orientation (Wheatley)
- 10/25 – Economic Development Commission Meeting (McClure, Padilla)
- 10/25 – Economic Development Arts & Placemaking Committee Meeting (Benning)
- 10/25 – Maricopa Association of Governments Regional Council (Wheatley)
- 10/25 – East Valley Council Member Quarterly Meeting Planning Session (McClure)
- 10/25 – Crismon High School Career Panel Day (Benning)
- 10/25 – CeCe's Board Meeting (Oliphant)
- 10/26 – Meeting with Restauranteur Michael LaPidus (Brown, Wheatley)
- 10/26 – Meeting with San Tan Valley Incorporation Leadership (Brown, Wheatley)
- 10/26 – October Data Orbital Webinar (Brown)
- 10/27 – Revel Veterinary Ribbon Cutting (Martineau, Padilla)
- 10/28 – Piefection Grand Opening (Brown, Oliphant, Padilla)
- 11/01 – Speaker at Queen Creek High School Senior Government Class (Wheatley, McClure, Oliphant)

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 OCTOBER 18, 2023 REGULAR SESSION MINUTES.**
DATE:	**November 1, 2023**

Suggested Action:

To approve the draft minutes as presented.

Alternatives:

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

Attachment(s):

1. Town Council Regular Session 10-18-23.pdf

Minutes
Town Council Regular Session
Community Chambers, 20727 E. Civic Parkway
Wednesday, October 18, 2023
5:30 PM

1) Call to Order:

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

2) Roll Call:

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

3) Pledge of Allegiance:

Led by Mayor Wheatley.

4) Invocation/Moment of Silence:

Rabbi Shimi Ash, from the Huh-Baad Jewish Center of Gilbert provided the invocation.

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

5.A) Presentation of Mayor Wheatley's Champion of the Year Award

Mayor Wheatley shared her recent acceptance of the Champion of the Year Award from the Arizona Manufacturers' Council on behalf of the Town.

She briefly spoke about the development of the northeastern area of town, as a special district and growth area, and the LG Energy Solution investment for a new facility in our Town. She said the Town participated in the support of House Bill 2809 which helps ensure funding through the state's public infrastructure reimbursement plan. She said it benefited our Town with the

reimbursement for a portion of the Town's infrastructure investment.

Mayor Wheatley thanked the following individuals who were instrumental in the LG project and assisted with the passage of HB2809: Doreen Cott, Heather Wilkey, Marissa Garnett, Marc Skocypek, Paul Gardner, Dave Lipinski, Mohamed Youssef, Scott McCarty, Scott Holcomb, John Kross, Constance Halonen-Wilson, Shea Joachim, and Bruce Gardner.

Mayor Wheatley presented the award to the Queen Creek Town Council and the entire community and thanked the Arizona Manufacturers' Council and the Arizona Chamber of Commerce for this honor.

5.B) Great Neighbor Award

Mayor Wheatley and Council recognized Jennifer Beutin, as the recipient of the Great Neighbor Award. A video was shown highlighting Ms. Beutin for serving on the neighborhood HOA Board and her efforts to bring individuals in the community together, organizing activities and providing a caring environment.

6) Committee Reports:

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

Committee Report

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

7) Public Comments:

Beverly Goldstein, 36270 N Desert Tea Drive, Queen Creek 85140 spoke on concerns regarding Proposition 400.

Michael Goldstein, 36270 N Desert Tea Drive, Queen Creek 85140 asked Council to consider adopting a resolution or declaration in support of the residents of Israel and the condemnation of Hamas.

8) Consent Agenda:

8.A) Consideration and possible approval of the October 4, 2023 Regular Session minutes.

Department: Town Clerk's Office

Staff Report

Minutes

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

Department: Finance

Staff Report

Expenditures over $25k Oct 18, 2023.pdf

8.C) Consideration and possible approval of the reappointment of Jason Barney, Chris Clark, Jenna Kahl, Derek Neighbors and Shane Randall and appoint John Rea and Connor Schnepf to the Economic Development Commission.

Department: Economic Development

Staff Report

Notice of Interest forms for the recommended new appointments

Copy of the bylaws for the Economic Development Commission

8.D) Consideration and possible approval of a three-year license agreement with DebtBook in an amount not to exceed $54,000 for a debt and lease management system (FY24 Budgeted Item).

Department: Finance

Staff Report

Contract

8.E) Consideration and possible approval of Resolution 1542-23 approving the development agreement with The Church of Jesus Christ of Latter-day Saints, to facilitate the development of approximately 155-acres, generally located at the northeast corner of Pima and Meridian roads and approximately 930-feet south of the southwest corner of Germann and Ironwood roads and to facilitate the potential land acquisition and development of an approximately 57-acre (gross) Town park site located at the northwest corner of Pima Road and Euell drive.

Department: Development Services

Staff Report

Presentation.pptx

Resolution 1542-23

Final Development Agreement with Attachments.pdf

8.F) Consideration and possible approval of Resolution 1543-23 of the Mayor and Council of the Town of Queen Creek, Arizona approving and authorizing the execution and delivery of a First Amendment to the Third Subordinate Lien Purchase Agreement; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

Department: Finance

Staff Report

Resolution 1543-23

First Amendment to the Third Subordinate Lien Purchase Agreement

Council Member Martineau commented on Consent Agenda Item 8E. She supports the item but dos not agree with the acreage.

MOTION:	**To approve the Consent Agenda**
RESULT:	**Approved unanimously (7-0)**
MOVER:	Bryan Mcclure, Council Member
SECONDER:	Robin Benning, Council Member
AYES:	Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan Mcclure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

9) Public Hearing Consent Agenda:

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

9.A) Consideration and possible recommendation of approval on a new Series 012 Restaurant Liquor License application submitted by Jared Michael Repinski on behalf of Sage & Barrel Craft Eatery located at 7215 S Power Road, Ste.107, Queen Creek.

Department: Town Clerk's Office

Staff Report

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

LGB Public Report.pdf

QCPD Report

MOTION:	**To forward a recommendation of approval on a new Series 012 Restaurant Liquor License application submitted by Jared Michael Repinski on behalf of Sage & Barrel Craft Eatery located at 7215 S Power Road, Ste.107, Queen Creek.**
RESULT:	**Approved unanimously (7-0)**
MOVER:	Jeff Brown, Vice Mayor
SECONDER:	Dawn Oliphant, Council Member
AYES:	Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan Mcclure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

10) Public Hearings:

10.A) Public Hearing and possible action on Ordinance 818-23 Case P23-0115 Elanto PAD Rezone and P22-0254 Elanto MDR Site Plan, a request by Adam Baugh of Withey Morris Baugh, PLC to rezone approximately 155 acres from HDR, R1-5 and C-2 to MDR, R1-5, and C-2 with a PAD overlay, and for Site Plan approval for a 50-acre 320 unit medium density residential development with various unit types. The project site is generally located at the northeast corner of Pima and Meridian roads and approximately 930-feet south of the southwest corner of Germann and Ironwood roads.

Department: Development Services

Staff Report

Aerial - Rezone

General Plan Exhibit

Aerial - Site Plan

Existing Zoning Exhibit

Elanto Proposed Zoning Exhibit

Elanto Narrative

Elanto Site Plan

Elanto Preliminary Landscape Plan

Elanto Neighborhood Meeting Summary

Elanto General Circulation Exhibit

Letter of Opposition

Ordinance 818-23.pdf

Presentation - Elanto PAD Rezone and Site Plan TC

Senior Planner Sarah Clark presented the rezone and site plan for Elanto, a proposed community of housing, recreation and shopping. She said the site is part of a larger parcel and the applicant is requesting a rezone of approximately 155 acres of the overall site from High Density Residential (HDR), R1-5 and C-2 to Medium Density Residential (MDR), C-2 and R1-5 PAD. She said the applicant is also proposing to set aside the 57 acre R1-5 parcel for potential purchase by the Town for a future park.

Ms. Clark reviewed the proposed site plan and the reviewed multiple housing types being offered, the development density, open space requirements, amenities, parking, buffering and landscaping. The deviations being requested are to reduce the required multi-family building separation from 15' to 10' and to reduce the landscaped buffer between multi-family and single-family from 30' to 20'. She said staff is in support of both deviations.

Ms. Clark said the first neighborhood meeting had 12 people in attendance and general questions were asked. There were no residents at the second neighborhood meeting.

Applicant Adam Baugh of Withey Morris Baugh PLC outlined the details of this phase of the project which includes three components including expanded commercial, four different types of housing products and the opportunity to set aside some potential future park space. He appreciated the work that staff has done to help with this project and said that they have worked with the area residents to resolve any concerns.

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

MOTION:	**To approve Ordinance 818-23 Case P23-0115 Elanto PAD Rezone and P22-0254 Elanto MDR Site Plan, subject to the Conditions of Approval outlined in this report.**
RESULT:	**Approved unanimously (7-0)**
MOVER:	Jeff Brown, Vice Mayor
SECONDER:	Robin Benning, Council Member
AYES:	Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Leah Martineau, Council Member, Bryan Mcclure, Council Member, Dawn Oliphant, Council Member, Travis Padilla, Council Member

11) Items for Discussion:

11.A) Queen Creek Police Department Annual Report

Department: Police

Police Chief Randy Brice provided the annual report. He highlighted the fiscal year 22/23 budget; staffing; calls for service (types and statistics) and the department workload. He also addressed community service; traffic enforcement; crime statistics and feedback received from residents.

Council thanked Chief Brice for the presentation and commented on the positive interaction with the police and the community.

12) Final Action:

12.A) Discussion and possible action on Ordinance 819-23 of the Common Council of the Town of Queen Creek, Arizona, repealing Ordinance 805-22; and amending the Queen Creek Town Code Chapter 8, Article 8-1, Business License, Section 8-1-2; and repealing Article 8-6, Short Term Rentals and Vacation Rentals; and Amending Chapter 9 by repealing a new Section 9-2-13 Short Term Rental Offenses, and moving Section 9-2-14 to 9-2-13.

Department: Development Services

Staff Report

Short_Term_Rentals__Presentation.pptx

805-22 TC Chapter 8 STR

Ordinance 819-23

ARS 9-500.39

City STR Ordinance Comparison

Development Services Director Brett Burningham provided a brief overview of the state legislation that covers short term rentals and the Town's current program for short term rentals. He said that in December 2022 the town enacted Ordinance 805-22 concentrating on business licensing for short term rentals. Mr. Burningham said we currently have approximately 104 identified short term rentals in the Town. He concluded with a chart with details of short term rental programs in other cities and towns in comparison to Queen Creek.

Mayor Wheatley turned it over to Council Member McClure and Council Member Padilla, who requested this item be put on the agenda.

Council Member Padilla discussed the proposed repeal of the original ordinance and replacing it with Ordinance 819-23. He discussed the balance of the safety of the community versus property rights for short term rental owners and limiting government oversight. He discussed the importance of gathering contact information from short term rental owners without infringing on small business owners. He said we do not currently have a problem with the limited number of short term rentals that are located in

Queen Creek.

Chief Brice was asked to comment on the difference in violations between short term rental properties and residential properties in general.

Chief Brice commented on the different types of residential rental property types, and calls that they have responded to, such as burglary alarms, parking, disturbances, suspicious activity, noise complaints and more. He said they found that calls were similar to other types of regular ownership for the general population.

Council Member McClure said that evidence does not show that there is a problem with short term rentals in Queen Creek and is comfortable with the proposals set forth tonight.

Vice Mayor Brown asked Chief Brice to talk about short term rentals in other jurisdictions and the reason why QCPD supported the current ordinance or were in support of some sort of structure to gather information on short term rentals.

Chief Brice said we don't have an issue with short term rentals at this time, however sometimes areas with less regulation can see an increased amount of activity. He said patterns in other cities tend to show repeat violations and having the owner information and a process to deal with the owner directly is more successful.

Vice Mayor Brown said there must be a balance where the neighbors are protected and the short term rental owners are not over regulated. He said our requirements are modest in comparison to other cities and he spoke about a proactive approach to protect public safety.

Council Member Benning spoke about protecting the neighborhoods and worried that removing all requirements could invite noncompliance.

Council Member Oliphant said she does not feel that the small fee to run a short term rental business is overly burdensome and it important to register their business and provide contact information. She said the neighbors who live near short term rentals have property rights also.

Council Member Martineau commented on property rights and did not see a difference between the various types of rental properties if an issue were to arise.

Mayor Wheatley discussed the alternative motion that she proposed and said while some changes to the original ordinance may be desired, she does not want to send the wrong message in repealing an ordinance. She proposed altering the original ordinance to focus on registration.

Town Attorney Scott Holcomb explained the procedure when presenting an alternative motion and the voting options for Council. He added that this motion is not a vote on the ordinance itself, rather it is direction to staff to

provide a formal ordinance to alter the Town Code to be brought back at a future meeting for further discussion and consideration.

Alternative Motion

Public Comments Received via Email (STR 1 Packet)

Public Comments submitted via e-mail (STR2 Packet)

MOTION:	**To approve Ordinance 819-23 of the Common Council of the Town of Queen Creek, Arizona, repealing ordinance 805-22; and amending the Queen Creek Town Code Chapter 8, Article 8-1, Business License, Section 8-1-2; and repealing Article 8-6, Short Term Rentals and Vacation Rentals; and amending Chapter 9 by repealing a new Section 9-2-13 Short Term Rental Offenses, and moving Section 9-2-14 to 9-2-13.**
RESULT:	**Failed (3-4)**
MOVER:	Travis Padilla, Council Member
SECONDER:	Leah Martineau, Council Member
AYES:	Leah Martineau, Council Member, Bryan Mcclure, Council Member, Travis Padilla, Council Member
NAYS:	Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Dawn Oliphant, Council Member

MOTION:	**To approve the alternative motion as indicated less items 2(D) & 2(E).**
RESULT:	**Failed (2-5)**
MOVER:	Travis Padilla, Council Member
SECONDER:	Leah Martineau, Council Member
AYES:	Leah Martineau, Council Member, Travis Padilla, Council Member
NAYS:	Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Robin Benning, Council Member, Bryan Mcclure, Council Member, Dawn Oliphant, Council Member

MOTION:	**To approve a motion to direct staff to prepare an Ordinance for consideration and adoption by the Town Council to Amend the Queen Creek Town Code, Article 8-1; Amend Article 8-6; Repeal Section 9-2-13; as indicated and make other necessary amendments to the Town Code to effectuate the intent of the foregoing provisions.**
RESULT:	**Approved (5-2)**
MOVER:	Julia Wheatley, Mayor
SECONDER:	Jeff Brown, Vice Mayor
AYES:	Julia Wheatley, Mayor, Jeff Brown, Vice Mayor, Leah Martineau, Council Member, Bryan Mcclure, Council Member, Travis Padilla, Council Member
NAYS:	Robin Benning, Council Member, Dawn Oliphant, Council Member

13) <u>Adjournment:</u>

The Council reconvened the Executive Session at 8:57 PM. The Regular Session reconvened and adjourned at 9:46 PM.

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 October 18, 2023 Town Council Regular Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

Passed and approved on:_____

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MARIA GONZALEZ MMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE OCTOBER 23, 2023 MINUTES OF THE JOINT MEETING OF THE QUEEN CREEK TOWN COUNCIL AND THE APACHE JUNCTION CITY COUNCIL.

DATE: November 1, 2023

Suggested Action:

To approve the draft minutes as presented.

Alternatives:

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

Attachment(s):

1. Minutes 10-23-23_DRAFT.pdf

Minutes
Queen Creek Town Council &
Apache Junction Council Joint Meeting
Community Chambers, 20727 E. Civic Parkway
October 23, 2023 | 6:00 PM

1) Call to Order:
Dinner was served at approximately 6:05 PM; the meeting was call to order at 6:44 PM

2) Introductions and Opening Remarks:

Mayor Wheatley welcomed the Apache Junction City Council and staff, and introduced the Queen Creek Staff present at the meeting.

Mayor Chip Wilson introduced the Apache Junction City Council and asked City Manager Bryant Powell to introduce the Apache Junction staff present at the meeting.

Town of Queen Creek	City of Apache Junction
Julia Wheatley, Mayor	Chip Wilson, Mayor
Jeff Brown, Vice Mayor	Robert Schroeder, Vice Mayor
Robin Benning, Council Member*	Darryl Cross, Council Member
Leah Martineau, Council Member*	Peter Heck, Council Member
Bryan Mcclure,Council Member	Bambi Johnson, Council Member
Dawn Oliphant, Council Member	Tess Nesser, Council Member
Travis Padilla, Council Member	Bryan Soller, Council Member

** Absent*

Staff Present:

Town of Queen Creek: Bruce Gardner, Town Manager; Shea Joachim, Assistant Town Manager; Maria Gonzalez, Town Clerk; Scott A Holcomb, Town Attorney; Doreen Cott, Economic Development Director; Mohamed Youssef, Public Works Director; Randy Brice, Chief of Police; Constance Wilson-Halonen, Communications & Marketing Director; Heather Wilkey, Intergovernmental Director.

City of Apache Junction Matt Busby, Assistant City Manager; Jennifer Pena, City Clerk; Joel Stern, City Attorney; Rudy Esquivias, Development Services Director; Pat Ainsworth, Economic Development Director; Michael Pooley, Chief of Police, Johnny John, Asst. Chief of Police Chief; Joe Penze, Police Commander; Robert Wisler, Management Analyst; Ted Wolf, Public Works Director; Sydney Urias, Planning Manager; Al Bravo, Public Information Officer:

3) Discussion and Review of 2015 Memorandum of Shared Intent Between Agencies

2015 Memorandum of Shared Intent between Agencies

Town Manager Bruce Gardner noted that the joint planning efforts, commitments and intentions are important years in advance as we will see with prior commitments made by the Council in 2015. He reviewed the 2015 Memorandum of Shared Interest between agencies and discussed the intention behind Resolution 1085-15, specifically the paragraph describing the collaborative efforts of the agencies involved.

City Manager Bryant Powell reflected on the time between 2002 to 2008 before the Great Recession, where it was not known by the Arizona State Lands Department (ASLD) who would be responsible over the jurisdiction. Former Town Manager John Kross and City Manager Powell worked together to develop the boundaries, and as time passed, the interest in the area continued to increase. The Resolution set the stage for the commercial and residential developments between both agencies, and provided confirmation to the ASLD on who was taking responsibility for the area.

4) Presentation and Discussion of State Route 24 and Transportation Impacts to Agencies:

Presentation

Public Works Director Mohamed Youssef (Queen Creek) provided an introduction of the Superstition Vistas Multimodal Transportation Planning Study with an overview of the process and a status update.

Mr. Youssef discussed the membership, role and responsibilities of the Technical Advisory Group, and introduced the four Stakeholder Focus Groups consisting of 1) energy, water, flood protection; 2) public transportation providers; 3) rail and freight providers; and 4) bike user groups.

He noted the two rounds of elected official briefings with Councils from the City of Apache Junction, the Town of Florence, the City of Mesa, the Town of Queen Creek, and the Pinal County Board of Supervisors held either in person or virtually. The first round will be at the initiation of the project to introduce the project and solicit elected official input, issues, concerns, and/or objectives. The second round (tentatively identified for late 2023 / early 2024) will seek elected official input at the draft plan recommendation stage to seek inputs, suggestions, and priorities on draft recommended projects/needs.

He presented on the State Route 24 Interim Phase II (Ellsworth Road to Ironwood Drive) ultimate build-out, the 2030 level of service with and without the extension, and closed with an update on the LG infrastructure improvements.

5) Presentation and Discussion on Economic Development and Planning from the Town of Queen Creek and City of Apache Junction Staff Regarding Economic Development and Planning Efforts

Presentation Queen Creek

Presentation Apache Junction

Economic Development Director Doreen Cott (Queen Creek) began with an overview of residential and the demographics. As of September 2023, the Single-Family Permit projections for FY24 is 800 with a monthly average of 151.7 in 2023. Ms. Cott shared maps depicting Queen Creek's single-family residential projects and multi-family developments that exist (1,174), are under construction (1,49), or have a site plan approved (791); total of 3,714 units.

With respect to the State Land development and new businesses, Ms. Cott presented on the strategic offerings, proximity to the Town's downtown core, and a review of the zoning map. Noteworthy is LG Energy Solutions investment of $5.5B to build a battery manufacturing complex in the Town, leading the EV and renewable energy revolution with cylindrical batteries for EV and lithium iron phosphate (LFP) pouch- type batteries for energy storage systems (ESS). LG's investment represents the largest single investment ever for a stand-alone battery manufacturing facility in North America. Additional slides were shared regarding the 3,500 acres for development and artistic rendering of LGES, plus current images of the land being developed.

Economic Development Director Patrick Ainsworth (Apache Junction) presented on the $42M expansion improvements to the Central Arizona College Superstition Mountain (AJ) Campus, such as new workforce development programs available; the renovation of Building C for a computer/VR lab, expanded EA Sports and public safety offices; and the future home of the LG Training facility (Building F, 15-20k sq ft); LG will receive a five-year exclusive to the building. He noted the Parks & Recreation Department's efforts to purchase the Apache Junction Rodeo Grounds for future rodeos, concerts, and other events.

Development Services Director Rudy Esquivias (Apache Junction) presented on the Brookfield by D.R. Horton development made up of a recent auction by the Arizona State Land Department of 2,800 acres; 6,600-acres annexed in total. The Master Plan area is approximately 8,100 acres, including land already within the city limits just north of Elliott Road. He discussed the infrastructure improvements underway that will support the new development in the area.

Mr. Esquivias shared development updates on Phases 1 & 2 of Radiance by DR Horton, as well as Blossom Rock by Brookfield consisting of five home builders, a multi-family developer, commercial corner, and a district park, all under contract. He discussed the surrounding development phases available for auction in 2028/29. In summary, there's anticipation of 27k new homes in both phases, representing an increase to the city's population by 60k. The current population of the City is approximately 40k. The auction piece alone is approximately 26k new residents, some of which have already moved into the area. In closing, Mr. Esquivias expressed the city's excitement and partnership on the regional efforts.

Vice Mayor Schroeder asked what the estimated buildout timeline was for Apache Junction, and Mr. Esquivias indicated that it could be 10-20 years. Mayor Wheatley asked what the projected population will be and it is anticipated to exceed 100k residents.

6) Presentation and Discussion on Police Operations Presentation Queen Creek Presentation Apache Junction

Police Chief Randy Brice introduced the Queen Creek Police Department (QCPD) which launched on January 11, 2022 as having four primary functional areas/divisions with nearly 100 different services, task forces, contracts, regional teams, and programs. Chief Brice shared the many functions of his team, the field operations best structure, and comparisons on calls for service, community engagement activity, crash activity, and property crime activity.

Chief Brice shared the equipment and technology utilized by QCPD and noted the partnership with Apache Junction and other agencies to share resources as available, and discussed QCPD's efforts to blend technology and community-based programs. He expressed the importance of regional partnerships to maximize effectiveness.

Discussion ensued regarding crime and lack of prosecution efforts from the business community, specifically retailers. Council Member Padilla suggested a letter be drafted on behalf of the respective Town Council to the business community to show support but encourage engagement with the police, while noting that a lack of effort to prosecute may invite crime into the community. He also expressed interest in sharing the letter with the media, to which Chief Brice deferred to the Council for further direction. Chief Brice added that there is great local support and cooperation but it has been difficult to manage things with large chains due to corporate policies. Any support provided from an elected body is appreciated. Vice Mayor added that he hopes police is prosecuting all the crimes rather than establishing a threshold be met first. Chief Brice added that without the victim's cooperation, the County Attorney does not have much to move forward on.

Vice Mayor Robert Schroeder inquired if QCPD was seeing success w/ the Flox system (LPR; license plate readers), to which Chief Brice indicated that locally and regionally it is known to be a great tool, which he has placed in public spaces. The data is secure and available to multiple law enforcement agencies, proving to be an effective and valuable resource for law enforcement agencies. The technology shared can identify cars that are trailing each other. Officers in QCPD and AJ contain the Flock Safety System alerts on their cell phones and they can set up a geofence of their beat or city/town boundaries. Chief Brice noted that QCPD had three (3) silver alerts resolved through LPR hits.

Council Member Soller, having experience with the Flock System as a Lieutenant with the City of Mesa's Police Department, expressed his support for the Flock System and noted the safety aspects for officers and solvability of crimes. He suggested developing a joint real-time crime center between Apache Junction and Queen Creek and save money

to get it activated quickly.

Chief Brice reinforced the innovation, equipment and technology efforts between the agencies, as well as the importance of engagement and feedback to/from the community for his officers.

Police Chief Michael Pooley concurred with much of Chief Brice's comments and presented on the Apache Junctions Police Department 's (AJPD) personnel updates & initiatives, and statistics on calls for service and accidents.

In regards to the utilization of technology, AJPD received new tasers, bodyworn cameras, and began utilizing drones as the future of policing as a first responder to help resolve situations in a safer manner. Chief Pooley expressed his appreciation for the City Council's support with technology. He discussed the use of Spidr Tech which is an automated customer service platform. AJPD is also working with Truleo, also new to Queen Creek, and in research partnership with Arizona State University's Center for Violence and Prevention & Community Safety. The company will fund the technology for AJPD to use Artificial Intelligence (A.I.) through bodyworn cameras to predict/tell a story on officers being professional, good at deescalating, dealing with irate individuals, etc. This will give the department a better perspective on what the officer's are dealing with and their interaction with the public. AJPD will be one of three police departments selected throughout the country participating in a year-long study.

Chief Pooley discussed future planning related to facilities (to include a real time crime center), staff training and wellness, and the department's commitment to increasing community engagement. Through a state funded grant, AJPD will offer a 6-month program where officers and communication staff exposed to trauma can get help/improve sleep, relaxation, interaction with people. AJPD was recently recognized by the International Association of Chiefs of Police (IACP) for Leadership in Community out of 30k members. Chief Pooley expressed his appreciation for the support and partnership with QCPD as a professional and great organization, and added Apache Junction and Queen Creek are two of the most sought out Police Departments to work with/for.

Council Member Soller expressed his support for AJPD's engagement with Truleo and shared his experience with it.

Mayor Wheatley recapped the joint effort on a letter regarding property crime as well as a joint crime center with intent to continue those discussions further. She expressed appreciation for Council Member Padilla's suggestion on developing a letter on property crime, but wondered if sending the letter to the media would have an unintended consequence of crime within the community. Chief Pooley agreed and noted that when companies become aware of the governing body's support, it is more powerful. Council Member Bambi Johnson shared that nowadays some businesses may not have an issue prosecuting, but may have in the past because they may not have wanted the information in the paper. Council Member Cross added that behind a good police force, is a good judicial system. Prosecutors willing to prosecute and

if the cities have the support, it gives the retailers reason to file a report/make a call.

With respect to a joint crime center, Chief Pooley added that this will be part of AJPD's strategic plan. Council Member Soller added that he likes the idea of a joint crime center to share resources. Chief Brice indicated that it is in the QCPD Strategic Plan, but that it is scalable, can be virtual to start, and could be initiated with a few laptops and radios. He added that funding issues need to be worked through and expressed his support and commitment to work together.

Mayor Wheatley reiterated her appreciation towards the Apache Junction City Council and the 2015 Resolution between the agencies, and the value of Queen Creek's partnership with Apache Junction. Both Mayor Wheatley and Mayor Wilson expressed their gratitude to the staff for their efforts this evening.

7) Adjournment:

The meeting adjourned at 8:09 PM.

TOWN OF QUEEN CREEK

_____

Julia Wheatley, Mayor

ATTEST:

_____

Maria E. Gonzalez, MMC
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 & Apache Junction Council Joint Meeting Minutes of the October 23, 2023 Town Council & Apache Junction Council Joint Meeting of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

Passed an approved on: _____

TOWN OF QUEEN CREEK ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, TOWN MANAGER

FROM: MELISSA BAUER, PROCUREMENT MANAGER

RE: CONSIDERATION AND POSSIBLE APPROVAL OF EXPENDITURES $25,000 AND OVER, PURSUANT TO TOWN PURCHASING POLICY. (FY 23/24 BUDGET ITEMS)

DATE: November 1, 2023

Suggested Action:

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

Discussion:

The following items being requested are:

1. Sunbelt, Herc Rentals - Rental Equipment: $110,000 (Grounds Maintenance)
2. Axon - Subscription Services and Equipment Purchases: Additional spending authority of $50,000. The Council approved $325,000 on June 7, 2023. This will take the total authorized spending authority to $375,000 (Police)

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is $160,000. Funds have been identified within the line item budget as approved in the FY23/24 budget or subsequently approved by Council.

Attachment(s):

1. 2nd Revision Expenditures over $25,000.pdf

Attachment: Expenditures $25,000 and Over
Budgeted in Fiscal Year 23/24
November 1, 2023

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact $	Procurement Method	Alternative
1	Sunbelt, Herc Rentals	Equipment Rentals	Spending authority for rental of UTVs for grounds operations due to long lead issues with replacement UTVs. (FY24 budgeted item)	Grounds Maintenance	$110,000	Sourcewell contract #062320-SNB, State of AZ contract #CTR066397. Staff may purchase from another approved vendor/contract based on availability and price.	Council could choose not to approve the expenditure; however, the impact of this action would result in the delayment of scheduled projects and the completion of daily maintenance tasks.
2	Axon	Subscription Services and equipment purchases for FY24	Additional contract spending authority for digital storage, equipment, licensing, and other professional services. Council approved $325,000 on June 7, 2023, this request will increase the contract spending authority to $375,000. (FY24 Budgeted Item)	Police	$50,000	Town Contract #2021-016	Council could choose not to approve the expenditure authority for this equipment/services. However, the police department would not have the resources necessary to properly manage day-to-day operations, investigations, call-for-service, and other police matters. This would substantially increase liability, significantly reduce officer safety, and limit our capacity to serve the community. We have a 10-year contract for these negotiated services.

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 A BUDGET ADJUSTMENT OF $137,134 FROM GRANT CONTINGENCY FOR PERSONNEL COSTS AND TRAINING RELATED TO A GRANT FROM THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS THAT HAS BEEN PREVIOUSLY APPROVED AND IS CONTINUING INTO FY 2023-24.**

DATE: **November 1, 2023**

Suggested Action:

Staff recommends approval of the budget adjustment of $137,134 from the grant contingency for personnel costs and training related to a grant from the Arizona Department of Emergency and Military Affairs that has been previously approved and is continuing into FY 2023-24.

Relevant Council Goal(s):

Safe Community (Public Safety)
Effective Government (Financial Stability & Intergovernmental Relations)

Discussion:

On April 19, 2023, the Council approved/accepted a grant from the Arizona Department of Emergency and Military Affairs. The grant award included multiple years and the following items:

- One FTE (Human Trafficking Detective) – for three years (Oct 1, 2022, to Dec 31, 2025).
- Travel/Training
- Equipment – Victim Support Vehicle

A portion of the FTE funding and the equipment purchase was executed during the previous fiscal year.

Although the grant was approved prior to the beginning of this fiscal year, the Town's budget had already been developed, and the funds needed for this year's grant allocation were not included.

Over the past 18 months, QCPD has handled more than 700 criminal cases involving crimes or situations that involved some sort of physical or sexual abuse. This has included a number of cases associated with human trafficking. With this grant funding, we have been able to assign an additional specialized detective focused on cases involving domestic violence, all sexually based crimes, child/vulnerable adult crimes, kidnapping/unlawful imprisonment, cybercrimes involving child pornography, human trafficking, etc. Currently, more than 40% of the caseloads managed by the entire investigative section are comprised of these special victim cases. As such, this position and the associated grant funds are critical.

Although our detectives have attended additional training and have experience investigating sexual offenses and crimes involving children, their knowledge of child sex trafficking and other human

trafficking investigations and best practices is limited. Human trafficking investigations have unique challenges that are not seen in other types of investigations. Ongoing training is necessary to learn investigative techniques and new programs traffickers are using for advertising, money laundering, and recruitment. These grant funds will provide additional training this fiscal year.

The training funds were originally programmed into year number one. However, due to the late dispersal of the funds, we were unable to schedule the required training. As such, they have been moved to year two.

We are requesting that a budget adjustment from the grant contingency be approved.

Fiscal Impact:

These funds were not originally budgeted as part of the FY 2023-24 fiscal year. This multi-year grant, ending December 31, 2025, has a total award amount of $463,399, reimbursable for approved personnel, training, and equipment costs as specified in the grant award. Total reimbursable expenses for FY 2023-24 are $137,134, of which $129,034 are related to personnel and $8,100 are for training. A budget adjustment from the grant contingency fund in the amount of $137,134 is required to fund this grant project for the FY 2023-24 fiscal year. Future funding for this grant will be included as part of the Town's future annual budget development processes.

Alternatives:

1. The Council could choose not to grant the budget adjustment request. However, we would have to eliminate the FTE and find alternative funding for the required training. We would also be in violation of the grant terms and conditions.
2. The Council could choose not to grant the budget adjustment and require the department to utilize existing funds for the grant requirements. However, this would impact current operations and defer existing resources.

Attachment(s):

1. M23-0013_QCPD_FY23_AHTGF_$463K_HT_DETECTIVE_20230630 TAG Signed_EM 2..pdf

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE		TO	ACTION	SIGNATURE (Surname), GRADE AND DATE
1	AZDEMA-CFO	Concur	Jensen Forde Jensen Forde Digitally signed by Jensen Forde Date: 2023.03.28 17:46:15 07'00'	6			
2	AZDEMA-Gn. Counsel	Concur	Jeremy Horn Horn, Jeremy Digitally signed by Horn, Jeremy Date: 2023.03.29 08:34:28 -07'00'	7			
3	CCoS	Review	Justin C. Douglas, O-5 Digitally signed by DOUGLAS.JUSTIN.CHADD.1187223209 Date: 2023.06.28 15:11:14 -07'00'	8			
4	TAG	Concur	Kerry L. Muehlenbeck, O-8 MUEHLENBECK.KERRY.LYNN.1068241398 Digitally signed by MUEHLENBECK.KERRY.LYNN.1068241398 Date: 2023.06.30 08:05:49 -07'00'	9			
5				10			

SURNAME OF ACTION OFFICER AND GRADE	SYMBOL	PHONE	TYPIST'S INITIALS	SUSPENSE DATE
Kyle Matthew	AZDEMA-CPO	(602) 464-6491	EJM	

SUBJECT	DATE
Border Security Fund Agreement M23-0013; QCPD, FY23 AHTGF, HT Detective/Training	20230228

SUMMARY Attachments

1. PURPOSE: Request The Adjutant General's approval on DEMA agreement M23-0013.

2. BACKGROUND: DEMA Agreement M23-0013 defines the terms under which DEMA will provide funds in the amount of $463,339.10 to Queen Creek Police Department for programs, equipment, and/or activities that reduce human trafficking, and that comply with Section 26-106, Arizona Revised Statutes. Queen Creek Police Department will use these funds to hire, train, equip, and reimburse the salary and fringe of one QCPD Human Trafficking Detective for a three-year period, make reservations for and reimburse the travel costs of four QCPD personnel to attend the 2023 Regional Information Sharing Systems (RISS) Western Region Human Trafficking Summit, and purchase supplies and equipment in accordance with the DEMA approved budget. The Adjutant General's signature is required on Page 2 of this agreement.

//SIGNED//
KYLE MATTHEW
Chief Procurement Officer
Arizona Department of Emergency and Military Affairs
(602) 464-6491
kyle.matthew@azdema.gov

Enclosures
1. M23-0013_QCPD_FY23_AHTGF_$463K_HT_DETECTIVE.pdf

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M23-0013

Effective Date: October 1, 2022
Termination Date: December 31, 2025

Agreement Title: Town of Queen Creek, FY 2023 Anti-Human Trafficking Grant Fund Program, Laws 2022 Chapter 313, Section 110.

TOWN OF QUEEN CREEK AGREEMENT ADMINISTRATORS	DEMA AGREEMENT ADMINISTRATOR
The Town of Queen Creek 22358 South Ellsworth Road Queen Creek, AZ 85142 Contact Name: Bruce Gardner, Town Manager Phone Number: (480) 358-3000 Email: Bruce.Gardner@queencreekaz.gov Queen Creek Police Department 20727 East Civic Parkway Queen Creek, AZ 85142 Contact Name: Daniel Ruth, Detective Sergeant Phone Number: (480) 468-3044 Email: Daniel.Ruth@queencreekaz.gov	Arizona Department of Emergency and Military Affairs 5645 East McDowell Road, Bldg. M5800 Phoenix, AZ 85008 Contact Name: Kyle Matthew, Chief Procurement Officer Phone Number: (602) 464-6491 Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **THE TOWN OF QUEEN CREEK** and the **QUEEN CREEK POLICE DEPARTMENT** [hereinafter referred to together as "Town", authorized to contract pursuant to A.R.S. § 9-241]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Town and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the Town for the purposes outlined in Section 26-106, Arizona Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

The Town of Queen Creek	Arizona Department of Emergency and Military Affairs
Signature	**Signature**
Printed Name Bruce Gardner	**Printed Name** Major General Kerry L. Muehlenbeck
Title Town Manager	**Title** The Adjutant General
Date 4/19/2023	The above referenced Agreement is hereby executed this 30 **Day of** June, 2023

Queen Creek Police Department
Signature
Printed Name Randy Brice
Title Chief of Police
Date 4-19-23

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the Town for programs, equipment, and/or activities that reduce human trafficking and that comply with Section 26-106, Arizona Revised Statutes, conducted by the Town to be reimbursed by DEMA.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and The Town of Queen Creek and the Queen Creek Police Department together (The Town), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "Town" means The Town of Queen Creek and the Queen Creek Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, The Town of Queen Creek and the Queen Creek Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or the Town of Queen Creek.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating The Town of Queen Creek and the Queen Creek Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating The Town of Queen Creek and the Queen Creek Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of $463,339.10 was appropriated in FY2023 and transferred to the Border Security Fund for deposit in the Anti-Human Trafficking Grant Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement

within thirty (30) days after receipt of valid invoices and supporting documentation from the Town. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the Town under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the Town under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the Town for the purposes identified in this Agreement and shall be used to supplement funds already available to the Town for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payments shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation from the Town.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the other Party's express, written, prior consent.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, December 31, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For The Town of Queen Creek:	For DEMA:
Name: Daniel Ruth	**Name: Darlene Quihuis**
Title: Detective Sergeant	**Title: Assistant Director**
Phone: (480) 468-3044	**Phone: (602) 464-6454**
Email: Daniel.Ruth@queencreekaz.gov	**Email: Darlene.Quihuis@azdema.gov**

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For The Town of Queen Creek:	For DEMA:
Name: Chad Southwick	**Name: Kyle A. Matthew**
Title: Lieutenant	**Title: Chief Procurement Officer**
Address: 20727 East Civic Parkway, Queen Creek, AZ 85142	**Address: 5645 East McDowell Road, Building M5800, Phoenix AZ 85008**
Phone: (480) 575-7814	**Phone: (602) 464-6491**
Email: Chad.Southwick@queencreekaz.gov	**Email: Kyle.Matthew@azdema.gov**

13.3 Reports and deliverables shall be sent in accordance with the Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The Town shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the Town to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the Town shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. DEMA or the Town may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Town or DEMA, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the Town without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the Town shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the Town may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the Town's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the Town utilize contractor(s), the Town's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

> To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless The Town of Queen Creek, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, 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 the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name The Town of Queen Creek, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of The Town of Queen Creek, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the Town shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the Town shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Town shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

23. Antitrust Recovery: The Town assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Town toward fulfillment of this Agreement.

24. Compliance with Laws. The Town agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM A
SCOPE OF WORK

1. **Project Title:** The Town of Queen Creek, FY 2023 Anti-Human Trafficking Grant Fund Program.

2. **Project Timeline:** October 1, 2022 to December 31, 2025.

3. **Purpose:**

   a. Reimburse The Town of Queen Creek for costs associated with programs, equipment and/or activities that reduce human trafficking, and that comply with the requirements prescribed in Section 26-106 Arizona Revised Statutes.

4. **Tasks:**

   a. Hire, train, equip and reimburse salary and employee related expenses of one QCPD Human Trafficking Detective for a three-year period.
   b. Make reservations for, and reimburse the costs of airfare, lodging, meals, and incidentals for four QCPD personnel to attend the 2023 Regional Information Sharing Systems (RISS) Western Region Human Trafficking Summit.
   c. Purchase equipment in accordance with the DEMA-approved budget. Copies of all contracts are to be provided to DEMA upon request.

5. **Cost**
   a. Not to exceed $463,339.10**.**

6. **Reporting Requirements and Deliverables:**

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

Timeframe	Deliverable	Description	Due Date	Send To:
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

a. Ensure all procurement of goods and services are following established applicable procurement law and the Town's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.

b. All Border Security funds must be accounted for by the Town in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at https://gao.az.gov/publications/saam.

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2025

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	$282,019.50
Fringe	$113,219.60
Travel	$8,100.00
Equipment	$60,000.00
Supplies (Not Applicable)	$0
Contractual (Not Applicable)	$0
Other (Not Applicable)	$0
Total Direct Costs	**$463,339.10**
Administration (Not applicable)	$0
TOTAL (Not to Exceed)	**$463,339.10**

With prior written approval, the Town is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM C
BUDGET AND JUSTIFICATION
October 1, 2022, to December 31, 2025

A. Personnel:

Position (1)	Name (2)	Annual Salary/Rate (3)	Level of Effort (5)	Total Salary (6)
Human Trafficking Detective	Vacant	$89,459.00 Year 1 Salary $93,931.95 Year 2 Salary $98,628.55 Year 3 Salary	100%	$282,019.50

TOTAL PERSONNEL COST	**$282,019.50**

JUSTIFICATION:

This funding will be utilized to staff a full-time Queen Creek Police Department (QCPD) human trafficking detective over three years. The position will receive a 5% salary increase annually, beginning in year 2. The human trafficking detective will have three primary areas of responsibility.

- Investigations involving child sex trafficking and rapid recovery of victims
- Human Trafficking prevention and partnerships with non-government organizations
- Training and education on human trafficking.

Investigations

Since QCPD became operational, QCPD detectives have investigated nine cases that involved child sex trafficking. Eight of those cases were directly related to a local juvenile group home.

Current capabilities require child sex trafficking investigations to be handled by detectives who lack the specific training and resources necessary to complete a thorough, victim-centered investigation without significant assistance from other agencies or organizations. Approximately 40% of cases forwarded to investigations involve crimes against children or sexual offenses. SVU detectives cannot devote the necessary time to sex trafficking investigations as they manage a significant number of high-liability cases. A full-time human trafficking detective will be able to focus on

locating and recovering a victim as quickly and efficiently as possible and will have the training and experience necessary to provide an immediate and trauma-informed response.

Prevention and Partnerships

One goal for a full-time detective would be to focus on forming partnerships with Non-government Organizations (NGOs) that work together with law enforcement to ensure a victim-centered and trauma-informed approach to human trafficking investigations. In many cases, a significant challenge law enforcement faces when investigating human trafficking is the lack of trust the victim has for law enforcement. This can be mitigated when NGOs respond along with law enforcement and can help build a relationship with the victim. Often, children run away because they lack basic needs or safety in their current situation. NGOs can work with the victim to ensure that they feel safe, and that their basic needs are met. The detective would be able to form a relationship with a dedicated victim advocate and survivor advocate, and they can work as a multidisciplinary team to provide support to the recovered victim.

Taking proactive steps to reduce the number of children who run away from the Arizona Department of Child Services (DCS) care is one way to reduce cases involving child sex trafficking in the Town of Queen Creek. Queen Creek is the home to a large juvenile group home that houses over 300 children who are either in DCS Custody, are Unaccompanied Minors-Refugees, Children on Probation, and/or Sex Trafficking Survivors who are there on therapeutic placement. Research has shown that children in DCS custody and undocumented children are at a significantly higher risk of being victims of child sex trafficking. A HT detective could work proactively with the group home and the children who reside there to develop safety plans, reporting procedures, and programs to reduce the number of runaways.

The National Center for Missing and Exploited Children (NCMEC) reviewed cases submitted between 2004 and 2018 and found they receive approximately 1,500 reports each year involving missing children reportedly involved in sex trafficking. They found that almost 75% of those children were in the care of social services when they went missing. Since QCPD became operational, officers have responded to 112 runaway calls for service involving children residing at the aforementioned juvenile group home.

A full-time HT detective will be able to properly facilitate follow-up interviews after these children are located and returned. This is imperative to determine if they were a victim of a crime or trafficking while they were gone.

A full-time HT detective will also work with the community to establish "safe zones" for children who run away because they are in danger. This is important as Queen Creek is a rural community and having a safe place a child can go to ask for help will reduce the chances of them ending up as a victim of child sex trafficking. These places often include hospitals and fire stations.

Training and Education

A full-time trafficking detective will be responsible for training patrol officers on recognizing signs of sex trafficking and completing a victim-centered investigation. Training will also include evidence preservation and

collection and best practices for investigations involving undocumented trafficking victims. They will also train officers to respond to runaway juvenile calls for service to determine if the juvenile is at risk of being trafficked.

The HT detective will also help to develop policies and procedures regarding a first responder protocol for responding to calls involving suspected child sex trafficking. Agency policies should focus on victim-centered investigations, collaboration with a multidisciplinary team, supervision of officer conduct during undercover operations, and requirements when responding to runaway juvenile calls for service in the town of Queen Creek.

This detective will also be responsible for educating school staff on how to recognize signs a child may be involved in sex trafficking, as well as information for parents on how to help their children stay safe while using social media. Traffickers often use social media to recruit victims. This position will allow detectives to educate community members to recognize signs of possible online recruitment and provide direction on reporting those concerns to the police.

Human trafficking investigations present unique challenges, and ongoing training is required to ensure detectives are up to date on the most effective investigative techniques. Since the Queen Creek Police Department has been operational, the department has investigated nine cases of human trafficking. These cases were brought by a third party and not discovered through proactive means. A combination of SVU, General Detectives, and patrol officers investigated the nine cases.

Victims of Human Trafficking have experienced complex trauma and often do not trust law enforcement or are reluctant to cooperate with the investigation. Investigating child sex trafficking requires a detective who can understand complex trauma, is up to date on the best interview techniques, and has worked to form partnerships with NGOs. This will allow QCPD to respond with a victim-centered, trauma-informed approach and allow time for detectives to work with the victim from the time of their recovery until the successful prosecution of the offender.

B. <u>Fringe Benefits:</u>

Position (1)	Name (2)	Rate (3)	Total Salary (5)	Total Fringe (6)
Human Trafficking Detective	Vacant	$36,959.20 Year 1 $37,718.25 Year 2 $38,542.15 Year 3	$282,019.50	$113,219.60

TOTAL FRINGE COST	**$113,219.60**

JUSTIFICATION:

Fringe Category	Rate			Calculation
	Year 1	Year 2	Year 3	
FICA	$5,546.46	$5,823.78	$6,114.97	6.20%
Medicare (Social Security)	$1,297.16	$1,362.01	$1,457.00	1.45%
PSPRS (Retirement)	$7,326.69	$7,693.03	$8,077.68	8.19%
Medical Insurance	$20,698.00	$20,698.00	$20,698.00	Annually
Dental Insurance	$994.00	$994.00	$994.00	Annually
Vision Insurance	$86.00	$86.00	$86.00	Annually
Unemployment, ADD, Life Insurance	$1,010.89	$1,061.43	$1,114.50	1.13%
TOTAL	$36,959.20	$37,718.25	$38,542.15	

C. <u>Travel:</u>

Purpose (1)	**Destination (2)**	**Item (3)**	**Calculation (4)**	**Travel Cost (5)**
Regional Information Sharing Systems (RISS) Western Region 2023 Human Trafficking Summit	San Diego, CA	Airfare	$300.00/flight x 4 persons	$1,200.00
Regional Information Sharing Systems (RISS) Western Region 2023 Human Trafficking Summit	San Diego, CA	Registration	$450.00/registration x 4 persons	$1,800.00
Regional Information Sharing Systems (RISS) Western Region 2023 Human Trafficking Summit	San Diego, CA	Hotel Lodging	$181.00/night x 4 persons x 5 days	$3,620.00

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost (5)
Regional Information Sharing Systems (RISS) Western Region 2023 Human Trafficking Summit	San Diego, CA	Meals and Incidentals	$74.00/day x 4 persons x 5 days	$1,480.00

TOTAL TRAVEL COST	**$8,100.00**

JUSTIFICATION:

Training will provide detectives with the investigative techniques necessary to locate trafficking victims faster. Each day a victim is with a trafficker, he/she is likely experiencing multiple sexual assaults and is exposed to traumatic and dangerous situations. When detectives identify a child who has left the group home and is reported to be with a trafficker, detectives need to know how she can be located as quickly and safely as possible.

Training will also give detectives an understanding of how to complete a victim-centered investigation. Victims of sex trafficking experience complex trauma and often experience feelings of shame, guilt, and distrust. When detectives are trained to conduct a victim-centered investigation, it reduces harm to the victim and increases victim cooperation which is necessary for the successful prosecution of the trafficker.

Detectives will also have the opportunity to learn new ideas and resources to take proactive steps to reduce trafficking recruitment from the Queen Creek group home.

This funding will be used to send four detectives to the 2023 Regional Information Sharing Systems (RISS) Western Region Human Trafficking Summit. This training will provide detectives with information and training on numerous investigative topics, including:

- DHS Resources for Countering Human Trafficking
- Gangs and Human Trafficking
- Sex Buyer Stings for Small Agencies
- Online UC Chatting
- Snapchat and Social Media Investigations
- Labor Trafficking
- The Victimless Proactive Intervention

Attendees will share the information learned with the rest of the QCPD Criminal Investigations Unit.

D. Equipment (Over $5,000 per item):

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
Victim Support Vehicle (SUV or minivan)	1	$60,000.00	100%	$60,000.00

TOTAL EQUIPMENT COST	**$60,000.00**

JUSTIFICATION:

Victims of sex trafficking are often told by their trafficker not to trust law enforcement and are told they will be arrested once contacted by police. The use of police-type vehicles significantly inhibits investigators from making a connection and gaining the trust of the trafficked victim. It is imperative to conduct a victim-centered investigation with a trauma-informed approach and take appropriate steps to make the victim feel comfortable.

This funding will be used to purchase a mini-van or non-government sporty utility vehicle. This vehicle will not have any police markings, equipment, enclosure, or other intimidating features. Investigators will keep NCMEC Hope Bags in the vehicle, which contains clothing and hygiene products for trafficked victims. Most recovered trafficked victims wear clothes purchased for them by the trafficker and are not age appropriate. This vehicle will allow the victim to feel comfortable and help reassure them they are not the suspect in the investigation. This vehicle will also be used to transport return runaways to a Victim Advocacy Center, where they will be interviewed and assessed medically for potential trafficking. The Town of Queen Creek employs a full-time Fleet Department equipped to maintain and repair the vehicle throughout the duration of its use.

E. Supplies: (Items Costing Less Than $5,000.00 per unit): Not Applicable

F. Contractual: Not Applicable

G. Other: Not Applicable

H. Total Direct Charges:

TOTAL DIRECT CHARGES	**$463,339.10**

I. Administration: Not Applicable

J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	**$463,339.10**

JUSTIFICATION:

The Queen Creek Police Department was founded in January 2022. The agency consisted of a patrol division, a small investigative unit, traffic, school resource officers, and support staff. Initially, the Criminal Investigations Unit consisted of only five general detectives. However, it has since been divided into Special Victims and General Detectives. Because the Department is less than two years old, staff has not been designated as dedicated human trafficking detectives.

Since January 2022, QCPD has investigated several incidents of child sex trafficking, utilizing detectives from the General Detective Unit or the Special Victims Unit. While the detectives who form the Special Victims Unit have attended additional training and have experience investigating sexual offenses and crimes involving children, their knowledge of sex trafficking investigations and best practices is limited.

Human trafficking investigations have unique challenges that are not seen in many other types of investigations. Ongoing training is necessary to learn investigative techniques and new tactics which traffickers use for advertising, money laundering, and recruitment.

The Town of Queen Creek is home to more than a hundred residential, therapeutic group homes. One in particular is focused on children who are survivors of child sex trafficking. The facility is divided into male and female campuses and houses more than three hundred juveniles from around the United States. QCPD has investigated several cases in which children from the group home left the facility and were again victimized and trafficked by various suspects. QCPD has been able to locate and recover these juveniles in other cities using investigators, tactical operators, and surveillance teams.

The victims of traffickers are groomed and taught to use poorly lit areas to hide from responding patrol units so they can avoid recovery. Additionally, while conducting surveillance for a trafficked juvenile in Phoenix, QCPD

learned of extreme equipment limitations which prevented adequate nighttime surveillance on the target residence holding the victim.

Due to the volume of human trafficking calls and the dangers to the victims, QCPD has identified a multidisciplinary plan, not only to reduce victimization, but to take a proactive approach to combat human trafficking in Queen Creek and the East Valley. This project will allow QCPD personnel dedicated exclusively to human trafficking, training for patrol officers and other partners in the anti-human trafficking mission, training for investigators tasked with locating human trafficking victims, and equipment to ensure the successful location and recovery of trafficked victims.

K. BUDGET SUMMARY:

Category	Year 1	Year 2*	Year 3*	Total Project Costs
Personnel	$89,459.00	$93,931.95	$98,628.55	$282,019.50
Fringe	$36,959.20	$37,718.25	$38,542.15	$113,219.60
Travel	$8,100.00			$8,100.00
Equipment	$60,000.00			$60,000.00
Supplies				
Contractual				
Other				
Total Direct Charges	$194,518.20	$131,650.20	$137,170.70	$463,339.10
Administration				
Total Project Costs	**$194,518.20**	**$131,650.20**	**$137,170.70**	**$463,339.10**

*FOR FUTURE REQUESTED YEARS

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 ACCEPTANCE OF A GRANT FROM THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR EQUIPMENT AND SERVICES RELATED TO ANTI-HUMAN TRAFFICKING (PROSECUTION & IMPRISONMENT &NDASH; HB2862) OPERATIONS IN AN AMOUNT NOT TO EXCEED $185,500, AND APPROVAL OF A BUDGET ADJUSTMENT FROM THE GRANT CONTINGENCY FUND IN THE AMOUNT OF $155,800 FOR FY 2023-24.**

DATE: **November 1, 2023**

Suggested Action:

Staff recommends approval of a grant from the Arizona Department of Emergency and Military Affairs for equipment and services related to Anti-Human Trafficking (Prosecution & Imprisonment – HB2862) operations in an amount not to exceed $185,500, and approval of a budget adjustment from the grant contingency fund in the amount of $155,800 for FY 2023-24.

Relevant Council Goal(s):

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

Project Information:

None

Discussion:

Background

Over the past 18 months, QCPD has handled more than 700 criminal cases involving crimes or situations that involved some sort of physical or sexual abuse. This included a number of cases associated with human trafficking. This is an increase of more than 80% based on previous MCSO data.

These cases are being assigned to a unit that has only one full-time special victim detective. Cases include but are not limited to any crime involving domestic violence, all sexually based crimes, child/vulnerable adult crimes, kidnapping/unlawful imprisonment, cybercrimes involving child pornography, human trafficking, etc. Currently, more than 40% of the caseloads managed by the entire investigative section are comprised of these special victim cases. As such, detectives assigned to other areas of responsibility have been temporarily allocated to this unit. Although this helps to manage this critical caseload, it has also resulted in longer case management periods for other crimes/areas.

Many of the cases handled by this unit/area are extremely complex, time-consuming, and require extensive expertise/training. This is especially true for human trafficking and sexually based crimes

that may include but are not limited to identifying, investigating, apprehending, and prosecuting child molesters; human traffickers, child pornography collectors or distributors; child pornographers; sexual offenders who target children; child abusers, and investigations involving Internet child pornography and exploitation.

Although our detectives have attended additional training and have experience investigating sexual offenses and crimes involving children, their knowledge of child sex trafficking and other human trafficking investigations and best practices is limited.

Human trafficking investigations have unique challenges that are not seen in other types of investigations. Ongoing training is necessary to learn investigative techniques and new programs traffickers are using for advertising, money laundering, and recruitment.

The Town of Queen Creek is home to more than a hundred residential, therapeutic group homes. One, in particular, is focused on children who are survivors of child sex trafficking. The facility is divided into male and female campuses and houses more than three hundred juveniles from around the United States. QCPD has investigated several cases where children from the group home left the facility and, while they were gone, were again victimized, and trafficked by various suspects. QCPD has been able to locate and recover these juveniles in other cities using existing investigators, tactical operators, and surveillance teams.

The National Center for Missing and Exploited Children (NCMEC) reviewed cases submitted to them between 2004 and 2018 and found they receive approximately 1,500 reports each year, which involved missing children who were reportedly engaged in sex trafficking. They found that almost 75% of those children were in the care of social services when they went missing. In the past year, we have investigated over 325 missing person cases, with over 100 coming from this juvenile one therapeutic group home. In that same timeframe, we investigated nine cases of juvenile human trafficking.

The victims of trafficking are groomed by their traffickers and taught to use poorly lit areas to hide from responding patrol units so they can avoid recovery. Additionally, while conducting surveillance for a trafficked juvenile in Phoenix, QCPD learned of extreme equipment limitations when we could not adequately conduct nighttime surveillance on the target residence holding the victim.
Due to the volume of these calls and the dangers to the victims, QCPD has identified a multidisciplinary plan to help not only reduce victimization but take a proactive approach to combat human trafficking in Queen Creek and the East Valley.

This grant project was designed to allow QCPD to acquire equipment and services to ensure the successful discovery and recovery of trafficked victims, identify suspects/perpetrators, and build adequate cases for prosecution.

Night Vision Equipment

Equipment limitations have hindered the QCPD Special Assignments Unit's safe recovery of trafficked victims. Tactical operators could not adequately surveil a target location due to the low light conditions. These sorts of scenarios could lead to a lag time in victim location and recovery. At the same time, runaway victims hide in poorly lit areas or use dark open fields to move without detection. This equipment will enhance QCPD response abilities and assist with the recovery of trafficked victims and the apprehension of traffickers and other criminals.

If approved, the funding will be used to outfit tactical operators with night vision capabilities to assist in nighttime surveillance operations as well as the locating and recovery of runaways who are at an increased risk of being trafficked. These operators are the sole tactical element for QCPD and are tasked with all surveillance, apprehension, and recovery operations. The price includes training for operators on the use and care of the equipment.

Unmanned Aerial System Equipment

The Queen Creek Police Department does not have an aviation unit, so we primarily rely on unmanned aircraft for air support. The ability to immediately deploy an air asset when a potential trafficking victim leaves the group home would significantly enhance our locating capabilities. This equipment would allow operation during any temperature and time of day with a camera capable of high-resolution images of a suspect trafficker or their vehicle plate.

If approved, the funding will be used to purchase various UAS equipment that will be utilized in surveillance, recovery, and runaway investigations. Additionally, the UAS will be used for pre-event surveillance on target residents to identify traffickers or trafficked victims.

Cellebrite Premium Subscription (equipment, software, & services)

The Queen Creek Police Department is fortunate to be equipped with Cellebrite software and training to enhance our intelligence-gathering capabilities. Unfortunately, we do not have the premium service package that is used to unlock the newest phones with the latest technology. Because we do not have this capability, we must rely on neighboring agencies to download phones. This creates a significant lag time which may span several months.

In a recent case, a Phoenix area agency told us six to eight months for one phone download. In a human trafficking investigation, every second counts, and the data gained from these phones often leads investigators to where the victim is ultimately recovered. The Department of Homeland Security recommends that the trafficker is arrested within two weeks of the victim being recovered to reduce the opportunity for them to continue victimization.

If approved, the funding will allow QCPD to have a multiyear Cellebrite Premium subscription to support the equipment and trained personnel we already have on staff. This purchase will reduce the delay in recovery, apprehension, and prosecution of the trafficker. Additionally, this intelligence commonly leads to locating additional victims.

Grant Project

The solicitation for this grant was published in early January 2023. Submissions were due in February 2022. We received the notice of award on July 7, 2023. However, the final funding award was not provided until October 19, 2023.

The project timeline is set to run from October 1, 2022, to September 30, 2027. However, the state has not adjusted the timeline despite the loss of more than a year. So, we will run this grant as described in the first 4 years of the budget summary (on the attached grant). Since the grant allows up to 10% of the funds to be reallocated, we anticipate that one year of the “Other” category (originally set aside for the Cellbrite subscription in year 5) will be reallocated to the 1st year equipment budget.

The grant provides reimbursement funds for specific items outlined in the project. These include:

- Night Vision Googles
- UAS (drone) equipment
- Cellbrite Equipment/Services – (adjusted to 4 years due to the delay in funding)

We are requesting authority to accept these funds and purchase the necessary equipment/services. If approved, all appropriate procurement processes would be employed.

Fiscal Impact:

These funds were not originally budgeted as part of the FY 2023-24 Police Department budget. This multi-year grant, ending September 30, 2027, has a total award amount of $185,500, reimbursable for equipment and services as specified in the grant award. Total reimbursable expenses for FY 2023-

24 are $155,800, of which $119,900 is for the purchase of 10 night vision goggles, $25,000 for the purchase of an unmanned aerial system (UAS equipment), and $10,900 for a Cellebrite premium subscription. A budget adjustment from the grant contingency fund in the amount of $155,800 is necessary to fund the grant project for FY 2023-24. Future funding related to this grant award will be included in the Police Department budget as part of the Town's future budget development processes.

Alternatives:

1. The Council could choose not to accept the agreement/funds in its entirety and continue with the present situation: operating without the needed equipment.
2. The Council could choose not to accept the agreement/funds in its entirety and divert existing budgeted funds to purchase the needed equipment, understanding this may leave a gap in other areas within the police department.

Attachment(s):

1. 2023 AwardLtr_HB2862_P&I_QCPD.pdf
2. M23-0063_Queen_Creek_PD_FY23 PIBRC_$185K_CC.pdf

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

July 3, 2023

Daniel Ruth, Detective Sergeant
Queen Creek Police Department
20727 Civic Parkway
Queen Creek, AZ 85142

RE: Border Security Fund – Prosecution & Imprisonment Fund
Conditional Award Amount: $ **185,500.00**

Dear Detective Sergeant Ruth:

Congratulations, on behalf of the Arizona Department of Emergency & Military Affairs, your application for financial assistance submitted under the Border Security Fund (BSF), Prosecution and Imprisonment Fund has been conditionally approved in the amount of **$ 185,500.00.**

Before you request and receive any of the funds awarded to you, you must establish acceptance of the award by reviewing and signing the established grant agreement which will be provided via separate notification from the DEMA Contracting Office. Final awards will be processed once the State of Arizona receives the grant agreement and has been finalized by both parties.

All expenditures made with grant funding must adhere to all state regulations and requirements as outlined in the Border Security Fund Programmatic Guidance. Also, each grant award will be monitored for both programmatic and fiscal compliance through desk monitoring and scheduled site monitoring visits.

If you have any questions, please email grants.border@azdema.gov. We look forward to working with you and your staff in the coming year.

Sincerely,

Gabriel Lavine
Director, Division of Emergency Management

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Phoenix, Arizona 85008-3495
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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M23-0063

Effective Date: October 1, 2022
Termination Date: September 30, 2027

Agreement Title: Town of Queen Creek, FY 2023 Prosecution and Imprisonment for Border-Related Crimes, Laws 2022 Chapter 313, Section 110.

TOWN OF QUEEN CREEKAGREEMENT ADMINISTRATORS	DEMA AGREEMENT ADMINISTRATOR
Town of Queen Creek Address: 22358 S. Ellsworth Rd. Queen Creek, AZ 85142 Contact Name: Bruce Gardner, Town Manager Phone Number: (480) 358-3000 Email: Bruce.gardner@queencreekaz.gov Queen Creek Police Department 20727 E. Civic Pkwy Queen Creek, AZ 85142 Contact Name: Randy Brice, Chief of Police Phone Number: (480) 358-3535 Email: Randy.brice@queencreekaz.gov	Arizona Department of Emergency and Military Affairs 5645 East McDowell Road, Building M5800 Phoenix, AZ 85008 Contact Name: Kyle Matthew, Chief Procurement Officer Phone Number: (602) 464-6491 Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **TOWN OF QUEEN CREEK and** the **QUEEN CREEK POLICE DEPARTMENT** [hereinafter referred to together as "Town", authorized to contract pursuant to A.R.S. § 9-241]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Town and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the Town for the purposes outlined in Section 26-105, Arizona Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

Town of Queen Creek	Arizona Department of Emergency and Military Affairs
Signature	**Signature**
Printed Name **Bruce Gardner**	**Printed Name** **Major General Kerry L. Muehlenbeck**
Title **Town Manager** **Date _____**	**Title** **The Adjutant General** **The above referenced Agreement is hereby executed this** **_____Day of_____, 20_____**

Queen Creek Police Department
Signature
Printed Name **Randy Brice**
Title **Chief of Police** **Date _____**

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the Town for equipment and/or activities related to the prosecution and imprisonment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes, and that comply with Section 26-105 Arizona Revised Statutes, conducted by the Town to be reimbursed by DEMA.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and Town of Queen Creek and the Queen Creek Police Department together (The Town), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "Town" means the Town of Queen Creek and the Queen Creek Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, Town of Queen Creek and the Queen Creek Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or the Town of Queen Creek.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating the Town of Queen Creek and the Queen Creek Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating the Town of Queen Creek and the Queen Creek Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of $185,500.00 was appropriated in FY2023 and transferred to the Border Security Fund effective October 1, 2022**.** DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the Town. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the Town under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the Town under this Agreement shall not be used to supplant Federal, State, Town or local funds that would otherwise be available to the Town for the purposes identified in this Agreement and shall be used to supplement funds already available to the Town for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payment shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the express, written, prior consent of the other Party.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, to September 30, 2027.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature.

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For Queen Creek Police Department:	For DEMA:
Name: Daniel Ruth	**Name: Darlene Quihuis**
Title: Detective Sergeant	**Title: Assistant Director**
Phone: (480) 468-3044	**Phone: (602) 464-6454**
Email: Daniel.Ruth@queencreekaz.gov	**Email: Darlene.Quihuis@azdema.gov**

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For The Town of Queen Creek:	For DEMA:
Name: Chad Southwick	**Name: Kyle A. Matthew**
Title: Lieutenant	**Title: Chief Procurement Officer**
Address: 20727 E. Civic Pkwy Queen Creek, AZ 85142	**Address: 5645 East McDowell Road, Phoenix AZ 85008**
Phone: (480) 575-7814	**Phone: (602) 464-6491**
Email: Chad.Southwick@queencreekaz.gov	**Email: Kyle.Matthew@azdema.gov**

13.3 Reports and deliverables shall be sent in accordance with Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and the Town shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the Town to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the Town shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. DEMA or the Town may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the Town, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the Town without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the Town shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the Town may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the Town's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the Town utilize contractor(s), the Town's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

> To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Town of Queen Creek, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, 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 the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name the Town of Queen Creek, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of Town of Queen Creek, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the Town shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the Town shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Town shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

23. Antitrust Recovery: The Town assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Town toward fulfillment of this Agreement.

24. Compliance with Laws. The Town agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM A
SCOPE OF WORK

1. **Project Title:** Queen Creek Police Department, FY 2023 Prosecution and Imprisonment for Border-Related Crimes.

2. **Project Timeline:** October 1, 2022, to September 30, 2027.

3. **Purpose:**

   a. Reimburse the Queen Creek Police Department for equipment and/or activities associated with the prosecution and imprisonment of individuals charged with drug trafficking, human smuggling, illegal immigration, and other border-related crimes, and that comply with Section 26-105 Arizona Revised Statutes.

4. **Tasks:**

   a. Purchase equipment and enter into contract in accordance with the DEMA-approved budget. Copies of all contracts are to be provided to DEMA upon request.

5. **Cost**
   a. Not to exceed $185,500.00**.**

6. **Reporting Requirements and Deliverables:**

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

a. Ensure all procurement of goods and services are following established applicable procurement law and the Town's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.

b. All Border Security funds must be accounted for by the Town in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at https://gao.az.gov/publications/saam.

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to September 30, 2027

ACCOUNT CLASSIFICATION	AMOUNT
Personnel (Not Applicable)	$0
Fringe (Not Applicable)	$0
Travel (Not Applicable)	$0
Equipment	$135,000.00
Supplies (Not Applicable)	$0
Contractual (Not Applicable)	$0
Other	$50,500.00
Total Direct Costs	**$185,500.00**
Administration (Not applicable)	$0
TOTAL (Not to Exceed)	**$185,500.00**

With prior written approval, the Town is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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THE ADJUTANT GENERAL

ADDENDUM C
BUDGET AND JUSTIFICATION
October 1, 2022, to September 30, 2027

A. Personnel: Not Applicable

B. Fringe Benefits: Not Applicable

C. Travel: Not Applicable

D. Equipment (Over $5,000 per item):

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
Thermal & Night Vision Optics (professional grade)	10	$11,000.00	100%	$110,000.00
Unmanned Aerial System	1	$25,000.00	100%	$25,000.00

TOTAL EQUIPMENT COSTS	**$135,000.00**

JUSTIFICATION:

Night Vision - Equipment limitations have hindered the QCPD Special Assignments Unit's safe recovery of trafficked victims. Tactical operators could not adequately surveil a target location due to the low light conditions. These sorts of scenarios could lead to a lag time in victim location and recovery. At the same time, runaway victims hide in poorly lit areas or use dark open fields to move without detection. This equipment will enhance K9 and SWAT units already in place to assist with the recovery of trafficked victims and the apprehension of the traffickers, and other criminals.

If approved, the funding will be used to outfit tactical operators with night vision capabilities to assist in nighttime surveillance operations as well as the locating and recovery of runaways who are at an increased risk of being trafficked. These operators are the sole tactical element for QCPD and are tasked with all surveillance, apprehension, and recovery operations. Price includes training for operators on the use and care of the equipment.

Unmanned Aerial System - The Queen Creek Police Department does not have an aviation unit, so we primarily rely on unmanned aircraft for air support. The ability to immediately deploy an air asset when a potential trafficking victim leaves the group home would significantly enhance our locating capabilities. This equipment would allow

operation during any temperature and time of day with a camera capable of high-resolution images of a suspect trafficker or their vehicle plate.

If approved, the funding will be used to purchase an unmanned aerial aircraft that will be utilized in surveillance, recovery, and runaway investigations. Additionally, the UAS will be used for pre-event surveillance on target residents to identify traffickers or trafficked victims. All costs are estimated by quotes received.

E. Supplies (Items Costing Less Than $5,000.00 per unit): Not Applicable

F. Contractual: Not Applicable

G. Other:
(Include Other Consultants)

Name (1)	Service (2)	Rate (3)	% Charged (4)	Total Cost (5)
Cellebrite Premium	Digital Intelligence Investigation Software	$10,900 first year; $9,900.00 subsequent years x 4 years	100%	$50,500.00

TOTAL OTHER COSTS	**$50,500.00**

JUSTIFICATION:

Cellebrite Premium
The Queen Creek Police Department is fortunate to be equipped with Cellebrite software and training to enhance our intelligence-gathering capabilities. Unfortunately, we do not have the premium service package that is used to unlock the newest phones with the latest technology. Because we do not have this capability, we must rely on neighboring agencies to download phones. This creates a significant lag time which may span several months.

In a recent case, a Phoenix area agency told us six to eight months for one phone download. In a human trafficking investigation, every second counts, and the data gained from these phones often leads investigators to where the victim is ultimately recovered. The Department of Homeland Security recommends that the trafficker is arrested within two weeks of the victim being recovered to reduce the opportunity for them to continue victimization.

If approved, the funding will allow QCPD to have a multiyear Cellebrite Premium subscription to support the equipment and trained personnel we already have on staff. This purchase will reduce the delay in recovery, apprehension, and prosecution of the trafficker. Additionally, this intelligence commonly leads to locating additional victims.

H. Total Direct Charges:

TOTAL DIRECT CHARGES	**$185,500.00**

I. Administration: Not Applicable

J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	**$185,500.00**

K. BUDGET SUMMARY:

Category	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	Total Project Costs
Personnel						
Fringe						
Travel						
Equipment	$135,000.00					**$135,000.00**
Supplies						
Contractual						
Other	$10,900.00	$9,900.00	$9,900.00	$9,900.00	$9,900.00	**$50,500.00**
Total Direct Charges	$145,900.00	$9,900.00	$9,900.00	$9,900.00	$9,900.00	**$185,000.00**
Administration						
Total Project Costs	**$145,900.00**	**$9,900.00**	**$9,900.00**	**$9,900.00**	**$9,900.00**	**$185,000.00**

*FOR REQUESTED FUTURE YEARS:

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 ACCEPTANCE OF A GRANT FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR FUNDS THAT WILL SUPPORT PERSONNEL SERVICES (OVERTIME), AND EMPLOYEE RELATED EXPENSES TO ENHANCE DUI/IMPAIRED DRIVING ENFORCEMENT THROUGHOUT THE TOWN OF QUEEN CREEK IN AN AMOUNT NOT TO EXCEED $30,000, AND A BUDGET ADJUSTMENT FROM THE GRANT CONTINGENCY FUND IN THE AMOUNT OF $30,000.**

DATE: **November 1, 2023**

Suggested Action:

To approve a grant from the Arizona Governor's Office of Highway Safety for funds that will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Queen Creek in an amount not to exceed $30,000, and a budget adjustment from the grant contingency fund in the amount of $30,000.

Relevant Council Goal(s):

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

Discussion:

The Queen Creek Police Department recognizes the rapid population growth within the Town, and the pass-through traffic from neighboring residential communities has created a high volume of vehicular traffic that challenges current conditions within the Town. Traffic complaints, collisions, and impaired driver investigations continue to be some of the largest categories of calls for service that the town receives.

In an effort to maintain safe roadways, the department continues to dedicate a large number of hours to traffic and DUI enforcement. In fact, over the past 22 months, we have conducted more than 12,000 traffic stops and dedicated nearly 4,000 hours to this effort.

These efforts have also resulted in more than 300 DUI-related arrests/charges.

Although this concerted effort has resulted in an overall decrease in injury-related collisions, this sort of incident remains one of our highest and most prolific call-for-service categories.

More than 60 of these collisions involved alcohol/drug-related impairment.

In an effort to broaden our influence and capacity, we have sought additional tools and resources. The Governor's Office of Highway Safety provides funding to support DUI Enforcement throughout the state. This particular grant provides critical funding for overtime/personnel costs directly related to these enforcement strategies and the potential reduction of alcohol and drug-related collisions.

The grant provides upfront funds for personnel costs (overtime and other employee-related expenses). We are requesting authority to accept these funds and execute the necessary budget adjustment from the grant contingency fund.

Fiscal Impact:

These funds were not originally budgeted as part of the FY 2023-24 Police Department budget. This grant award serviced by the Arizona Governor's Office of Highway Safety funds officer overtime expenses related to DUI enforcement. The total grant award of $30,000 covers these overtime expenses during the grant period of October 1, 2023 through September 30, 2024. A budget adjustment from the Town's grant contingency fund in the amount of $30,000 is necessary to accept and execute this grant.

Alternatives:

1. The Council could choose not to accept the agreement/funds in its entirety and continue with existing funding in the current budget for DUI-related enforcement.
2. The Council could choose not to accept the agreement/funds in its entirety and redirect resources from other police priorities to provide DUI-related enforcement.

Attachment(s):

1. QueenCreek_2024-405d-036_Grant (1).pdf
2. QueenCreek_2024-405d-036_SignatureLetter (1).pdf

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A3752430000405dAZM	**Assistance Listings: 20.616**
1.	**APPLICANT AGENCY** Queen Creek Police Department	**GOHS GRANT NUMBER:** **2024-405d-036**
	ADDRESS 20727 E. Civic Parkway, Queen Creek, AZ 85142	**PROGRAM AREA:** **405d**
2.	**GOVERNMENTAL UNIT** Town of Queen Creek	**AGENCY CONTACT:** Eric Goodwyn
	ADDRESS 22358 S. Ellsworth Road, Queen Creek, AZ 85141	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement
4.	**GUIDELINES:** 405d	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Queen Creek.

6. BUDGET COST CATEGORY		**Project Period FFY 2024**
I.	**Personnel Services**	$21,501.00
II.	**Employee Related Expenses (39.53%)**	$8,499.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$30,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2024
CURRENT GRANT PERIOD	**FROM:** 10-01-2023	**TO:** 09-30-2024

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $30,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 74

Total Population in city/town or county: 71,000

Total Road Mileage: Highway: 1 Local: 406 Total: 407

	2021	2020	2019
Total Crashes			
Total Injury Crashes			
Total Fatal Crashes			
Total Impaired-related Crashes			
Total Impaired-related Serious Injuries			
Total Impaired-related Fatalities			
Total Speed-related Crashes			
Total Speed-related Serious Injuries			
Total Speed-related Fatalities			

Agency Problem/Attempts to Solve Problem:

The Town of Queen Creek is a gateway to San Tan Valley and the Town of Florence in the southeast valley. With well over 100,000 people living south of Queen Creek, the Ironwood and Ellsworth corridors are a heavily travelled method to reaching the new State Route 24, the 202 loop or US 60. On January 11, 2022, the Queen Creek Police Department became the newest law enforcement agency in Arizona. During the remainder of 2022, the Queen Creek Police Department responded to 792 non-injury, 214 injury, 161 hit and run, and six fatal traffic collisions. Of the five fatal collisions, two were alcohol related and one was poly-drug related (alcohol/cannabis). The identified issues within the Town of Queen Creek are impaired driving, speeding and aggressive driving and occupant safety. Within the six fatal collisions, one involved an unrestrained passenger being ejected from the vehicle with several additional major injury collisions resulting from unrestrained passengers. The Queen Creek Police Department has made strides in combating aggressive and impaired driving but more can be done. Queen Creek has adopted the “Drive to Arrive” campaign and is working to change the driving habits of its residents and visitors of Queen Creek.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Queen Creek.

How Agency Will Solve Problem with Funding:

On January 11, 2023, the Queen Creek Police Department completed its first year as a municipal law enforcement agency. The first year the department was aware traffic and DUIs would be an issue in the town through community engagement. At the end of 2022, over 120 DUI investigations were completed. The funding and equipment for this year's grant cycle will provide additional resources to the Town of Queen Creek to investigate impaired drivers and enforce traffic safety laws in regards to reckless and distracted driving. Additionally, Queen Creek Police Department will continue to participate in DUI task force efforts to support the goals of state and national impaired driving campaigns. The QCPD Records Management System does not currently provide certain statistical information however the crime analyst to extract the data from the system.

PROGRAM OBJECTIVES:

Agency Goals:

To decrease the number of impaired driving-related crashes 10% from 45 during calendar year 2022 to 40 by December 31, 2024.

To decrease the number of serious injuries in impaired driving-related crashes 100% from 1 in calendar year 2022 to 0 by December 31, 2024.

To decrease the number of fatalities in impaired driving-related crashes 33% from 3 in calendar year 2022 to 2 by December 31, 2024.

Program Objectives:

To participate in a minimum of 6 DUI saturation patrols per quarter during FFY 2024.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2024.

Additional Program Objectives:

To utilize current DRE Instructors to assist in HGN and DRE classes with other agencies in at least one class per period of the grant.

To host an ARIDE for QCPD for valley agencies.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Queen Creek.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data**. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.**

The Queen Creek Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Queen Creek Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Queen Creek Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Queen Creek Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	**October 15, 2024**
Final Statement of Accomplishments	**October 15, 2024**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Randy Brice, Chief, Queen Creek Police Department, shall serve as Project Director.

Eric Goodwyn, Sergeant, Queen Creek Police Department, shall serve as Project Administrator.

Beverly Roush, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to the grant agreement including, but not limited to the Grant Agreement: Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases,

	photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$21,501.00
II.	Employee Related Expenses (ERE 39.53%)	$8,499.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$30,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Queen Creek Police Department shall absorb any and all expenditures in excess of $30,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____
Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Prinicples, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this Grant agreement/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective

lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available

to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Randy Brice, Chief
Queen Creek Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Bruce Gardner, Town Manager
Town of Queen Creek

_____

_____
Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

2. Agency's Fiscal Contact:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. Unique Entity Identifier:

_____
(Unique Entity Identifier #)

_____
(Registered Address & Zip Code)

Queen Creek Police Department	GOHS HIGHWAY SAFETY GRANT	2024-405d-036

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$30,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

J.M."Jesse" Torrez, Chief Executive Officer
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Randy Brice
Queen Creek Police Department
22358 S. Ellsworth Road
Queen Creek, AZ 85142

PROJECT REFERENCE:
Grant Agreement Number: 2024-405d-036
Total Estimated Costs: $30,000.00
Purpose of Project: DUI/Impaired Driving Enforcement Overtime

Dear Chief Brice:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bruce Gardner, Town Manager, Town of Queen Creek as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

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 ACCEPTANCE OF A GRANT FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY TO SUPPORT PERSONNEL SERVICES (OVERTIME), EMPLOYEE RELATED EXPENSES, PROFESSIONAL SERVICES/TRAINING, EQUIPMENT, MATERIALS, AND SUPPLIES TO ENHANCE SELECTIVE TRAFFIC ENFORCEMENT (STEP) THROUGHOUT THE TOWN OF QUEEN CREEK IN AN AMOUNT NOT TO EXCEED $60,275, AND APPROVAL OF A BUDGET ADJUSTMENT FROM THE GRANT CONTINGENCY FUND IN THE AMOUNT OF $60,275.**

DATE: **November 1, 2023**

Suggested Action:

Staff recommends approval of a grant from the Arizona Governor's Office of Highway Safety to support Personnel Services (Overtime), Employee Related Expenses, Professional Services/Training, equipment, materials, and supplies to enhance Selective Traffic Enforcement (STEP) throughout the Town of Queen Creek in an amount not to exceed $60,275, and approval of a budget adjustment from the grant contingency fund in the amount of $60,275.

Relevant Council Goal(s):

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

Discussion:

The Queen Creek Police Department recognizes the rapid population growth within the Town, and the pass-through traffic from neighboring residential communities has created a high volume of vehicular traffic that challenges current conditions within the Town. Traffic complaints, collisions, and impaired driver investigations continue to be some of the largest categories of calls for service that the town receives.

In an effort to maintain safe roadways, the department continues to dedicate a large number of hours to traffic and DUI enforcement. In fact, over the past 22 months, we have conducted more than 12,000 traffic stops and dedicated nearly 4,000 hours to this effort.

Although this concerted effort has resulted in an overall decrease in injury-related collisions, this sort of incident remains one of our highest and most prolific call-for-service categories.

In the past 22 months we have seen more than 2,000 crash-related incidents including:

- Fatal Crashes: 10
- Hit & Run Crashes: 330
- Injury Crashes: 373
- Non-Injury Crashes: 1,542

In an effort to broaden our influence and capacity, we have sought additional tools and resources. The Governor's Office of Highway Safety provides funding to support enforcement efforts and traffic crash reduction throughout the state. This particular grant provides critical funding for Personnel Services (Overtime), Employee Related Expenses, Professional Services/Training, equipment, materials, and supplies to support these enforcement strategies and the potential reduction of collisions.

Fiscal Impact:

These funds were not originally budgeted as part of the FY 2023-24 Police Department budget. This grant award serviced by the Arizona Governor's Office of Highway Safety funds officer overtime expenses related to traffic and DUI enforcement. The total grant award of $60,275 covers these overtime expenses during the grant period of October 1, 2023 through September 30, 2024. A budget adjustment from the Town's grant contingency fund in the amount of $60,275 is necessary to accept and execute this grant.

Alternatives:

1. The Council could choose not to accept the agreement/funds in its entirety and continue with existing funding in the current budget for traffic-related enforcement.
2. The Council could choose not to accept the agreement/funds in its entirety and redirect resources from other police priorities to provide traffic-related enforcement.

Attachment(s):

1. QueenCreek_2024-PTS-053_Grant (1).pdf
2. QueenCreek_2024-PTS-053_SignatureLetter (1).pdf

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A37524300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Queen Creek Police Department	**GOHS GRANT NUMBER:** **2024-PTS-053**
	ADDRESS 20727 E. Civic Parkway, Queen Creek, AZ 85142	**PROGRAM AREA:** **402-PTS**
2.	**GOVERNMENTAL UNIT** Town of Queen Creek	**AGENCY CONTACT:** Eric Goodwyn
	ADDRESS 22358 S. Ellsworth Road, Queen Creek, AZ 85141	**3. PROJECT TITLE:** STEP Enforcement, Related Professional and Outside Services (Accident Investigation Training), and Related Materials and Supplies (Lidars, Data Collectors)
4.	**GUIDELINES:** 402–Police Traffic Services (PTS)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, and Materials and Supplies: Lidars, Data Collectors to enhance STEP Enforcement throughout the Town of Queen Creek.

6. BUDGET COST CATEGORY		**Project Period FFY 2024**
I.	**Personnel Services**	$21,501.00
II.	**Employee Related Expenses (39.53%)**	$8,499.00
III.	**Professional and Outside Services**	$10,150.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$20,125.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$60,275.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2024
CURRENT GRANT PERIOD	**FROM:** 10-01-2023	**TO:** 09-30-2024

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $60,275.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 74

Total Population in city/town or county: 71,000

Total Road Mileage: Highway: 1 Local: 406 Total: 407

	2021	2020	2019
Total Crashes			
Total Injury Crashes			
Total Fatal Crashes			
Total Impaired-related Crashes			
Total Impaired-related Serious Injuries			
Total Impaired-related Fatalities			
Total Speed-related Crashes			
Total Speed-related Serious Injuries			
Total Speed-related Fatalities			

Agency Problem/Attempts to Solve Problem:

The Town of Queen Creek is a gateway to San Tan Valley and the Town of Florence in the southeast valley. With well over 100,000 people living south of Queen Creek, the Ironwood and Ellsworth corridors are a heavily travelled method to reaching the new State Route 24, the 202 loop or US 60. On January 11, 2022, the Queen Creek Police Department became the newest law enforcement agency in Arizona. During the remainder of 2022, the Queen Creek Police Department responded to 792 non-injury, 214 injury, 161 hit and run, and six fatal traffic collisions. The identified issues within the Town of Queen Creek are impaired driving, speeding and aggressive driving and occupant safety. Within the six fatal collisions, one involved an unrestrained passenger being ejected from the vehicle with several additional major injury collisions resulting from unrestrained passengers. The Queen Creek Police Department has made strides in combating aggressive and impaired driving but more can be done. Queen Creek has adopted the “Drive to Arrive” campaign and is working to change the driving habits of its residents and visitors of Queen Creek.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, and Materials and Supplies: Lidars, Data Collectors to enhance STEP Enforcement throughout the Town of Queen Creek.

How Agency Will Solve Problem with Funding:

The goal is to reduce collisions related to speed and aggressive driving. QCPD is committed to changing the driving behaviors of its residents so they will drive to arrive. Each week, two officers will participate in directed patrols to reduce speeding and aggressive drivers. The department will utilize an unmarked Dodge Challenger or motor units for these details. The details will coincide with a social media post educating the public on the targeted enforcement.

PROGRAM OBJECTIVES:

Agency Goals:

To decrease the number of speeding-related crashes 5% from 365 during calendar year 2022 to 347 by December 31, 2024.

To decrease the number of serious injuries in speeding-related crashes 33% from 3 in calendar year 2022 to 2 by December 31, 2024.

To decrease the number of fatalities in speeding-related crashes 33% from 3 in calendar year 2022 to 2 by December 31, 2024.

Program Objectives:

To increase the number of speeding and aggressive driving citations 20% from 1,512 during Calendar Year 2022 to 1,814 during FFY 2024.

Conduct targeted speed enforcement efforts a minimum of 4 times per month during FFY 2024.

Additional Program Objectives:

Conduct speed enforcement details four times a month in specific, statistical data driven, areas to reduce traffic collisions. Statistical data will be complied weekly by a crime analyst. In addition, four social media posts a month will be produced by the traffic unit to educate the public.

The QCPD will provide a RADAR/LIDAR training class for QCPD and other Arizona agencies.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, Professional and Outside Services, and Materials and Supplies: Lidars, Data Collectors to enhance STEP Enforcement throughout the Town of Queen Creek.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data**. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.**

The Queen Creek Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Queen Creek Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Queen Creek Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for STEP/Speed Enforcement Activities by purchasing/procuring the following: Accident Investigation Training

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities: Lidars, Data Collectors

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

SPEED DETECTION EQUIPMENT –

Requirements for Speed Detection Devices:
The Queen Creek Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this Grant agreement implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Queen Creek Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:
A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Queen Creek Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	**October 15, 2024**
Final Statement of Accomplishments	**October 15, 2024**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Randy Brice, Chief, Queen Creek Police Department, shall serve as Project Director.

Eric Goodwyn, Sergeant, Queen Creek Police Department, shall serve as Project Administrator.

Beverly Roush, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to the grant agreement including, but not limited to the Grant Agreement: Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$21,501.00
II.	Employee Related Expenses (ERE 39.53%)	$8,499.00
III.	Professional and Outside Services Accident Investigation Training	$10,150.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies Lidars, Data Collectors	$20,125.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$60,275.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Queen Creek Police Department shall absorb any and all expenditures in excess of $60,275.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	GRANT AGREEMENT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Citations		
Average BAC		
Distracted Driving Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Prinicples, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this Grant agreement/grant agreement, the contractor/grant recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective

lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available

to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Randy Brice, Chief Queen Creek Police Department	Bruce Gardner, Town Manager Town of Queen Creek
_____	_____
_____ Date Telephone	_____ Date Telephone

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

2. Agency's Fiscal Contact:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. Unique Entity Identifier:

_____
(Unique Entity Identifier #)

_____
(Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$60,275.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
CHIEF EXECUTIVE OFFICER
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Randy Brice
Queen Creek Police Department
22358 S. Ellsworth Road
Queen Creek, AZ 85142

PROJECT REFERENCE:
Grant Agreement Number: 2024-PTS-053
Total Estimated Costs: $60,275.00
Purpose of Project: STEP Enforcement Overtime, Related Professional and Outside Services (Accident Investigation Training), and Related Materials and Supplies (Lidars, Data Collectors)

Dear Chief Brice:

Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is ***not*** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 26);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Bruce Gardner, Town Manager, Town of Queen Creek as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please ***do not*** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Chief Executive Officer/Governor's Highway Safety Representative and an original executed grant agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

J.M "Jesse" Torrez, Chief Executive Officer
Governor's Highway Safety Representative

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

FROM: **MARNIE SCHUBERT, COMMUNITY SERVICES DIRECTOR**

RE: **CONSIDERATION AND POSSIBLE APPROVAL OF $30,000 IN SPENDING AUTHORITY FOR CO-OP TOURISM ADVERTISING WITH VISIT MESA.**

DATE: **November 1, 2023**

Suggested Action:

Motion to approve $30,000 in spending authority for co-op tourism advertising with Visit Mesa.

Relevant Council Goal(s):

Secure Future, Effective Government

Discussion:

As part of the Town's partnership with Visit Mesa for travel/tourism marketing, the Town is entitled to take part in co-op marketing opportunities that highlight Queen Creek-specific messages. Included in the 2022-23 budget, these funds are used to purchase digital advertising and campaigns that provide the Town with measurable return on its investment.
By partnering with Visit Mesa via co-op advertising, the Town saves money on campaigns because the cost is shared rather than the Town shouldering the entire cost.
In FY23, the $30,000 in funding was approved as part of the budget but inadvertently excluded from the Town Council's spending authority approval. This item, if approved, would allow staff to work with Visit Mesa to determine specific advertising buys. It is anticipated that these campaigns would focus on the community at large, including agritainment, special event seasons, and local lodging and restaurant/retail. The Town traditionally focuses on digital advertising versus print advertising due to the ability to measure results.

Alternatives:

Council could choose not to work with Visit Mesa on tourism marketing and direct staff to purchase advertising without the partnership.

Council could choose not to promote Queen Creek via tourism advertising.

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

FROM: **MARC SKOCYPEC , UTILITIES DIRECTOR**

RE: **CONSIDERATION AND POSSIBLE APPROVAL OF JOB ORDER 03 WITH MGC CONTRACTORS, INC., CONTRACT 2023-084 IN AN AMOUNT NOT TO EXCEED $307,800 FOR THE COMPLETION OF THE QUAIL RANCH WELL SITE TANK REPAIRS PROJECT WA206. (FY 23-24 BUDGETED ITEM)**

DATE: **November 1, 2023**

Suggested Action:

Move to approve Job Order 03 with MGC Contractors, Inc., Contract 2023-084 in an amount not to exceed $307,800 for the completion of the Quail Ranch Well Site Tank Repairs Project WA206. (FY 23-24 Budgeted Item)

Relevant Council Goal(s):

Secure Future: KRA Environment

Discussion:

The Water Storage Tank Assessment and Repair program is a Utility Services Department (USD) project set up with the goal of assessing the condition and integrity of the Town's potable water storage tanks. The Town currently has 20 welded steel storage tanks in its system and 1 recently constructed concrete storage tank. While concrete storage tanks are expensive to build, they require very little maintenance for several decades. Welded steel storage tanks however, are more prone to failure without regular maintenance, and require much closer oversight to ensure they function adequately.

When welded steel water storage tanks are constructed, a coating material is applied to the tank to protect the steel from corrosion and degradation. The tank coatings have an estimated life expectancy of 12-20 years. Most welded steel tanks in Queen Creek's water system are now within the 12-20 year age bracket. While the Town cleans and inspects the potable water tanks every 4 to 5 years on average, the department is currently completing a more in-depth forensic inspection to determine the condition and integrity of the steel walls, weldings, and tank coatings.

The Quail Ranch Well Site was originally acquired by the Town of Queen Creek as part of the acquisition of Diversified Water. This cost proposal provided by MGC includes the cost to repair, update and improve both the existing 200,000 gallon and 20,000 gallon tank. Both tanks will receive new nozzles to accommodate the expanded site operations, updated manways and vents, repairs to the tank shell, minor repairs to the tank structural elements, installation of cathodic protection and new interior and exterior coatings.

These updates will bring the tanks up to current code requirements, accommodate the use of the current tanks for expanded site operations and allow for the tanks to continue as a usable asset for the foreseeable future.

Fiscal Impact:

The Tank Rehab Project WA206 has been included in the FY 23/24 Water Operating budget. This project has sufficient funding for the proposed Job Order NTE amount of $307,800. The total not to exceed amount of $307,800 includes the project order amount of $279,819 plus an additional $27,982 (10%) for possible unanticipated services.

Alternatives:

Council may choose not to approve this Job Order at this time. Town staff would then work with Council to resolve concerns regarding this project and determine a path forward.

Attachment(s):

1. Job Order 03 - Quail Ranch Tank

JOB ORDER	**CONTRACT NUMBER: 2023-084** **JOB ORDER NUMBER: 03**	**October 16, 2023**

TO: MGC Contractors, Inc
Job Order Contracting Contractor ("Contractor")

FROM: Nathan Mecham
Project Manager/Principle Engineer
Town of Queen Creek

RE: Quail Ranch (DW1) Tank Repairs

This Job Order is issued pursuant to the Agreement between the Town of Queen Creek and **Contractor** dated **August 8, 2023**, and the other documents that were made part of and referenced in the Agreement. This Job Order is the Notice to Proceed with the subject Job Order Project on the below Job Order Beginning Date. The terms of this Job Order are as follows:

Part I - Scope of Job Order Work

1. Description of the Scope of Job Order Work:
The Scope includes the a cost proposal for for the Quail Ranch tank repairs and coatings necessary to repair tanks per the proposal dated October 5, 2023.

2. A list of Specifications for the Project is attached as **"Attachment 1"**.

Part II - Specific Information

1. Job Order Price		$279,819.00
2. Schedule	Job Order Beginning Date: (Date project must start)	Upon Approval
	Job Order Final Completion Date: i.e.Date project is complete, including, without limitation, all deficiency, incomplete or correction items (Job Order Punch List)	TBD

If there are more than sixty (60) calendar days between the Beginning Date and the Final Completion Date, or if the Town of Queen Creek has requested a Job Order Progress Schedule, a Job Order Progress Schedule should be attached as **"Attachment 2"**.

Part II - Approvals

Nathan Mecham — 10/19/23
Nathan Mecham, Project Manager — Date

10/19/23
Marc Skocypec, Utilities Director — Date

Bruce Gardner, Town Manager — Date

10/19/23
MGC Contractors, Inc. — Date

This proposal has been
reviewed
and approved for use in issuing
a PO. 18-Oct-2023

Employee Owned

QUALITY · PERFORMANCE · VALUE



Job Order Contract - PO: 2023-084

Cost Proposal

Project Name:

Quail Ranch Tank Repairs REV02

Employee Owned

QUALITY · PERFORMANCE · VALUE

October 13, 2023

Town of Queen Creek
22358 S Ellsworth Road
Queen Creek, AZ 85142

Attn: PE Nathan Mecham

Re: JOC Cost Proposal
Quail Ranch Tank Repairs REV02

Dear Nate:

In accordance with the information provided, we are pleased to offer a cost proposal for the tank repairs and coatings for the rehab work at Quail Ranch in the TOQC. The total price of work is ($279,819.00) Two Hundred Seventy-Nine Thousand Eight Hundred Nineteen Dollars and Zero Cents. A further breakdown of the proposal and quotations are attached. We have included an owner's contingency amount of $10,000 in this proposal for unforeseen scope items and material escalations due to market volatility. We have included bond and sales tax. Please note the following clarifications:

Included scope:

200K 38' x 24' Tank

- 16" issue Nozzle.
- New 36" Shell Manway.
- Demo & Patch 8" overflow.
- Conduit Supports.
- D-Rings.
- New Level Gauge.
- Install Roof Vent (New vent provided by the Town of Queen Creek).
- Cathodic Protection.

20K 12' x 24' Tank

- 3" Shell Patch.
- New Level Gauge.
- 4" Flange.
- Conduit Supports.

Paint Interior

- Prep- SSPC-SP10 near White Blast.
- Roof Prime – NSF 61 approved epoxy applied at 6-8 Mils.

Employee Owned

QUALITY · PERFORMANCE · VALUE

Paint Interior Continued

- Roof Finish – NSF 61 approved epoxy applied at 6-8 Mils.
- Floor and Shell – 100% Solids NSF 61 coatings applied at 20-30 Mils.

Paint Exterior

- Prep- SSPC WJ4 pressure wash.
- Spot prime- epoxy applied at 4-6 mils as needed for bare areas.
- Finish- Polyurethane applied at 2-4 Mils.
- All coatings will be per NSF 600 Guidelines.
- Third-party inspections for all stages of interior coating and weld inspections.
- Perform leak test upon completion.
- Disinfection of the reservoir tank before placing into service.

Clarifications and Exceptions:

- MGC has excluded the cost of connecting the overflow pipe to the well waste line.
- MGC has excluded the costs of construction water.
- All Bac-T testing, filling of tanks, and sampling are to be done by Others.
- We have excluded dehumidification, lead abatement, and containment systems.
- Pinal County dust control permit included.
- Prices are for open air sandblasting on the interior, pressure wash exterior, spray application on the interior, and rolling of the exterior surfaces.
- We have included a $10,000 owner's contingency.
- Excludes excavation, grading, drainage & earthwork
- Exclude tie ins to any existing lines. Connection points will be accessible for future work.

Thank you for the opportunity to be of service; if you have any questions, please do not hesitate to call.

Sincerely,



Kevin Christensen
Project Manager

Quail Ranch Tank Repairs
TOTAL PROJECT BREAKDOWN

Project Number:	23457
Contractor:	MGC Contractors Inc.
Date:	13-Oct-23

Division	Description	% of Total	Cost	Comments
	Construction Indirect Costs Summary			
00000	**Division 0 - Bidding and Contract Requirements**			
	Sales Tax (6.47%)	6.47%	$18,102	
	Sales Tax Deduct	0.00%	$0	
	Overhead (6%)	0.72%	$2,008	
	Profit (9%)	0.92%	$2,581	
	Subcontractor Fee (5%)	3.77%	$10,545	
	Insurance (GL, IF, PL) (1.25%)	1.25%	$3,495	
	Bond (1.25%)	1.25%	$3,495	
00000	***Sub-Total***	***14.4%***	**$40,227**	
01000	**Division 1 - General Requirements**			
	Project Staff	7.77%	$21,743	
	Project Site Temporary Facilities	2.48%	$6,940	
01000	***Sub-Total***	***10.3%***	**$28,683**	
	Sub-Total Indirect Costs	**24.6%**	**$68,910**	
	SELF-PERFORMED WORK			
	No Self Performed Work	0.00%	$0	
	Sub-Total	***0.0%***	**$0**	
	SUBCONTRACTORS & SUPPLIERS			
	Tank Subcontractor - Repair Mobilization	3.00%	$8,400	Southwest Tank and Steel Inc.
	Tank Subcontractor - Coating Mobilization	2.14%	$6,000	Southwest Tank and Steel Inc.
	Tank Subcontractor - Shop Drawings	1.07%	$3,000	Southwest Tank and Steel Inc.
	Owners Contingency	3.57%	$10,000	Cost Escalation, New Vents Needed
	200K Tank 38' X 24'			
	16" issue Nozzle	2.02%	$5,666	Southwest Tank and Steel Inc.
	New 36" Shell Manway	3.19%	$8,924	Southwest Tank and Steel Inc.
	Demo & Patch 8" Overflow	0.43%	$1,195	Southwest Tank and Steel Inc.
	4" Flanges	0.23%	$635	Southwest Tank and Steel Inc.
	Conduit Supports Quantity (6)	0.42%	$1,170	Southwest Tank and Steel Inc.
	D-Rings Quantity (2)	0.20%	$550	Southwest Tank and Steel Inc.
	New Level Gauge	1.56%	$4,365	Southwest Tank and Steel Inc.
	Cathodic Protection	4.56%	$12,762	Southwest Tank and Steel Inc.
	Install Roof Vent	1.51%	$4,225	Southwest Tank and Steel Inc.
	Disinfection Per C-652 Method #2	0.89%	$2,500	Southwest Tank and Steel Inc.
	Interior Coating (100% Solids)	24.16%	$67,602	Southwest Tank and Steel Inc.
	Exterior Coatings	7.76%	$21,723	Southwest Tank and Steel Inc.
	Anniversary Inspection	1.79%	$5,000	Southwest Tank and Steel Inc.
	20K Tank 12' X 24'			
	3" Shell Patch	0.10%	$288	Southwest Tank and Steel Inc.
	New Level Gauge	1.56%	$4,365	Southwest Tank and Steel Inc.
	4" Flange	0.23%	$635	Southwest Tank and Steel Inc.
	Conduit Supports Quantity (4)	0.28%	$780	Southwest Tank and Steel Inc.
	Disinfection Per C-652 Method #2	0.89%	$2,500	Southwest Tank and Steel Inc.
	Interior Coating (100% Solids)	9.14%	$25,583	Southwest Tank and Steel Inc.
	Exterior Coatings	3.05%	$8,541	Southwest Tank and Steel Inc.
	Anniversary Inspection	1.61%	$4,500	Southwest Tank and Steel Inc.
	Sub-Total	***75.4%***	**$210,909**	
	Sub-Total Direct Costs	**75.4%**	**$210,909**	
	Overall Total		**$279,819**	

Quail Ranch Tank Repairs

Division 01 **BY: KC & WF**

#	DESCRIPTION	QUANT	UNIT	UNIT COST	AMOUNT	Comments
1.	**Mobilization/Demobilization:**				-	
	- Company Equipment	0	Ea	$ 500	$ -	
		0	Ea	$ 600	$ -	
	- Rental Equipment	0	Ea	$ 650	$ -	
	- Equipment Delivery	0	Ea	$ 400	$ -	
	- Other	0	Ea	$ 800	$ -	
2.	**Permits**				$ -	
	- Local	0	Ea		$ -	
	- County	1	Ea	$ 1,060	$ 1,060	Dust Control Permit (PINAL)
	- Railroad	0	Ea		$ -	
	- Other	0	Ea		$ -	
3.	**Trailers:**				$ -	
	- MGC - storage	0	Mo	$ 250	$ -	
	- MGC - office	0	Mo	$ 500	$ -	
	- Engineer's office	0			$ -	
4.	**Temporary/Cellular Phone**	0	Mo	$ 150	$ -	
5.	**Temporary Power:**				$ -	
	- Set-up	0	Ea	$ 200	$ -	
	- Construction - monthly	0	Mo	$ 75	$ -	
	- Trailer - construction mo.	0	Mo	$ 300	$ -	
	- Trailer - Engineer mo.	0			$ -	
6.	**J-Jon/Sanitation Facilities**	2	Mo	$ 640	$ 1,280	1 J-Jon/1 Hand Wash Station
7.	**Water - drinking/ice**	0	Mo	$ 150	$ -	
8.	**Water - construction**	0	LS	$ 3,300	$ -	
9.	**Temporary Fencing:**				$ -	
	- Set-up	0	LS	$ 50	$ -	
	- Monthly Charges	0	Mo	$ 201	$ -	
10.	**Surveying/Construction Staking**	0	LS	$ 1,600	$ -	
11.	**Subcontractor Bonds**	0			$ -	
12.	**Construction Testing**	0	LS	$ -	$ -	
13.	**Safety Supplies (3% of Total Labor)**	0	LS	$ -	$ -	
14.	**Dumpster - monthly**	2	Mo	$ 500	$ 1,000	
	Dump Fees	2	Ea	$ 1,800	$ 3,600	
15.	**Clean-up**	0	LS	$ 450	$ -	
16.	**AGC Fees**	0	LS		$ -	
17.	**Project Signage**	0	LS	$ 750	$ -	
18.	**Liquidated Damages**	0			$ -	
19.	**Traffic Control:**	0	Dy	$ 250	$ -	
	Traffic plates	0	Mo	$ 2,500	$ -	
	Traffic officer	0	Hr	$ 75	$ -	
20.	**Subsistence**	0			$ -	
21.	**Courier Fees**	0			$ -	
22.	**Reprographics**	0	LS	$ 500	$ -	
23.	**O&M Costs**	0	LS	$ 250	$ -	NO O&M
	OCR Recognition	0			$ -	
24.	**Security Costs**	0	Mo	$ 50	$ -	
25.	**Insurance - Builders Risk**	0	Mo	$ 576	$ -	
26.	**Dust Control - Materials**	0	LS	$ 3,500	$ -	
27.	**Other**	0	LS	$ 1,060	$ -	
28.	**SWPPP Permit**	0	LS	$ 2,200	$ -	
	SWPPP Materials	0	LS	$ 1,800	$ -	
27.	**Per Diem**	0	Dy		$ -	
28.	**Hotel / Subsistence**	0	Rm		$ -	
29.	**Project & Delivery Signs**	0	LS	$ 1,200	$ -	
					$ -	
30.	**Communications & Job Printer**	0	MO	$ 700	$ -	Internet ($400) & Printer ($300)
					-	
	TOTAL				**$ 6,940**	

Project Staff & Temporary Facilities

Labor

Position	Unit	Quantity	Labor Cost	
			Unit	Total
Project Executive (Bryan Forster)	HR	2.0	$175.88	$352
Sr. Project Manager	HR	0.0	$126.13	$0
Project Manager (Mathew Blake)	HR	40.0	$109.53	$4,381
Project Engineer (Subm, Oversight & Daily's)(Jorge Martinez)	HR	160.0	$86.31	$13,810
General Superintendent	HR	0.0	$168.15	$0
Project Superintendent	HR	0.0	$102.90	$0
CAD Engineer	HR	0.0	$57.79	$0
Administration	HR	0.0	$54.17	$0
Estimator	HR	0.0	$71.13	$0
QA/QC Manager	HR	0.0	$168.15	$0
	HR	0.0		$0
			Total Labor Cost:	**$18,543**

Equipment

Item	Unit	Quantity	Equipment Cost	
			Unit	Total
Pickup Truck	HR	200.0	$15	$3,000
Supervisor Truck	HR	2.0	$25	$50
22 Ton Boom Truck	HR	0.0	$96	$0
L120 Front End Loader	HR	0.0	$81	$0
420 IT Backhoe	HR	0.0	$56	$0
Mini Excavator	HR	0.0	$56	$0
			Total Equipment Cost:	**$3,050**

Material

Item	Unit	Quantity	Material Cost	
			Unit	$0
Office Consumable Supplies	LS	1.00	$150.00	$150
				$0
				$0
				$0
			Total Material Cost:	**$150**

Town of Queen Creek

Quail Ranch Tank Repairs
Labor and Equipment Breakdown

Job Name: Quail Ranch Tank Repairs
Work Order Breakdown
By: KC

#	Water & Wastewater Facilities Projects	Info	LABOR HRS Project Supt	HRS Forman	HRS Leadman	HRS Skilled Laborer	HRS Laborer	HRS Supt Truck	$ Total For Line
1	**No Self Performed Work**								$ -
2									$ -
3									$ -
4									$ -
5									$ -
6									$ -
7									$ -
8									$ -
9	**Total Column**		0.0	0.0	0.0	0.0	0.0	0.0	$ -
10	**Unit Cost**		$ 102.90	$ 62.24	$ 54.58	$ 44.33	$ 37.65	$ 25.00	
11	**Total Cost $**		$ -	$ -	$ -	$ -	$ -	$ -	**$ -**

SOUTHWEST TANK AND STEEL, INC
AWWA & API Tanks, Foundations, Engineering, Inspections, and Painting
ROC 268351



Corporate Office:
4900 N. Hayfield Draw, Ste I Camp Verde, AZ 86322
Phone 928-646-5900 Fax 928-646-5908

October 13, 2023

To: Town of Queen Creek
Attn: Kevin Christensen
Ref: Quail Ranch Tank Repairs

Kevin:
Southwest Tank Company submits the following proposal for the above referenced project. Proposal is based on information provided via email by Nate Mecham of the Town of Queen Creek on 4/14/2023 Revised on 10/13/2023

- Repair Mobilization - $4,200 per tank.
- Shop Drawings - $3,000.00 Covers both tanks

38' x 24' Tank
16" issue nozzle - $5,666.00
New 36" Shell Manway - $8,924.00
Demo & Patch 8" overflow $1,195.00
4" flanges - $635.00 ea.
Conduit Supports - $195.00 ea. (6)
D-Rings - $275.00 ea. (2)
New level gauge - $4,365.00
Install roof vent - $4,225.00 (if new vent is needed $8,400.00)
Cathodic protection - $12,762.00

Sub Total: $39,492.00

12' x 24' Tank
3" Shell Patch - $288.00
New level gauge - $4,365.00
4" flange - $635.00
Conduit supports - $195.00 ea. (4)

Sub Total: $6,068.00

If you have any questions or require additional information, please contact me on my cell phone at **480-685-0622.**

Sincerely,
Jeremy Flores
Technical Sales & Estimating

Southwest Tank and Steel, Inc.
Office 928.646.5900 Fax 928.646.5908
AZ ROC 281376

October 13, 2023

Re: TOQC Quail Ranch
Below are the prices to coat the interior and exterior of the Quail Ranch Tanks
All coatings will be per NSF 600 Guidelines. Pricing includes 3rd Party NACE Inspections.

Interior:
1. Prep- SSPC-SP10 near white blast
2. Roof Prime- NSF 61 approved epoxy applied at 6-8 Mils
3. Roof Finish- NSF 61 approved epoxy applied at 6-8 Mils
4. Floor and Shell- 100% Solids NSF 61 coatings applied at 20- 30 Mils

Exterior:
1. Prep- SSPC WJ4 pressure wash
2. Spot prime- epoxy applied at 4-6 Mils as needed for bare areas.
3. Finish- Polyurethane applied at 2-4 Mils

Mobilization:	$3,000.00 Per tank unless done at the same time

200K Tank 38' X 24'

Interior	$67,602.00
Exterior	$21,723.00
Disinfection per C-652 Method #2	$2,500.00
Anniversary Inspection	$5,000.00

20K Tank 12' X 24'

Interior	$25,583.00
Exterior	$8,541.00
Disinfection per C-652 Method #2	$2,500.00
Anniversary Inspection	$4,500.00

*Prices based on 40-hour work weeks
*All BacT testing filling of tanks and sampling to be done by others.
*Prices based on existing interior coatings ranging between 12-16 Mils DFT
*Prices are for open Air sandblasting on interior and Spray application on interior and roll applied on the exterior surfaces.
*Prices do not include Taxes', Dehumidification, Bonding, Lead abatement, Containment system, Permits, Tero, or Prevailing wages.
*STS requires Full payments on all Invoices no later than net 30.

By acceptance of this bid you agree to our above terms and conditions.

Sincerely,
Brandon Bentley
Project Manager/ Estimator

SBA WOSB
Woman Owned Small Business

STS
Southwest Tank and Steel Inc.

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

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

RE: **CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH PINAL COUNTY REGARDING THE PARTICIPATION OF THE TOWN OF QUEEN CREEK PUBLIC WORKS DEPARTMENT&RSQUO;S STREETS DIVISION IN THE ANNUAL SAFETY ROADEO.**

DATE: **November 1, 2023**

Suggested Action:

Consideration and possible approval of an Intergovernmental Agreement (IGA) with Pinal County regarding the participation of the Town of Queen Creek Public Works Department's Streets Division in the annual Safety Roadeo.

Relevant Council Goal(s):

Superior Infrastructure

Discussion:

The Pinal County Safety Roadeo is an event that brings together Public Works professionals, showcasing their expertise in various aspects of safety, efficiency, and teamwork. This year, the event will be held on Thursday, December 14, 2023. Staff will be judged on safe operations of Streets-specific equipment and tools in a controlled environment. The event location and all competition tools/equipment will be provided by Pinal County. The Safety Roadeo allows for Town of Queen Creek participants to exhibit the skills they developed here at the Town and compete against other municipal and government agencies from Arizona.

This event is an opportunity for staff to participate in cost effective training, network with peers from other agencies, and bring new ideas and techniques to the Town of Queen Creek. This event serves as an excellent platform for participants to exchange ideas, learn from one another, and build professional relationships. Information learned from the Safety Roadeo would be utilized to increase efficiencies and enhance safe operations. Additionally, event participation would be a great opportunity for the Streets Division to showcase their skills whilst operating various equipment and tools, keep staff morale at a high level and represent the Town of Queen Creek in a positive and professional manner.

Up to three employees will be selected to compete. Per the requirements of the IGA, the participants will need to have the following: (1) a valid driver's license, permits and training on the equipment they will be competing in, (2) completed Pinal County registration forms, and (3) a supervisor's verification that the employee is trained and/or licensed on the equipment registered to operate during the Safety Roadeo.

During the event, day to day operations would continue with minimal impact to the Town of Queen Creek. The establishment of this IGA would not only benefit the professional development of Streets staff but also contribute to the positive representation of the Town of Queen Creek in the wider municipal community.

Fiscal Impact:

There is a $40 entry fee per participant (max of 3 participants) for this event. There is sufficient funding within the Public Works FY24 operating budget for these fees.

Alternatives:

Town Council could choose not to move forward with this IGA resulting in Town staff not participating in this event.

Attachment(s):

1. Pinal County 2023 Safety Roadeo IGA - Cities, Towns (1) (1).pdf

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2023, by and between Pinal County, a political subdivision of the state of Arizona, ("**County**") and the Town/City of _____, an Arizona municipal corporation, hereinafter referred to as ("**Participating Agency**").

Witnesseth:

WHEREAS, Pinal County conducts an annual Safety Roadeo to encourage the safe operation of equipment by its employees; and,

WHEREAS, Pinal County may have availability to accommodate additional participants in the Safety Roadeo and may allow qualified employees from other agencies within the State of Arizona, to participate in the Roadeo; and,

WHEREAS, Participating Agency has desire for its employee(s) to participate in the County's Safety Roadeo when availability permits; and,

WHEREAS, the parties are authorized to enter into intergovernmental agreements for purposes contemplated herein, pursuant to A.R.S. § 11-952 *et. seq*.

NOW, THEREFORE, the participants to this agreement agree as follows:

1. Participating Agency shall permit only qualified employees to attend the Safety Roadeo. In order to qualify, the employee must:
    a. Have a valid Arizona Driver's license AND any/all permits, licenses and/or training to operate such equipment he/she is to operate during the Safety Roadeo in compliance with State and Federal laws governing the operation of such equipment; and
    b. Complete and sign the registration form provide by County to indicate supervisor's verification that employee is trained and/or licensed on the equipment registered to operate during the Safety Roadeo.
2. County may, in its sole discretion, disqualify any participant who fails to conduct himself/herself in a safe and professional manner.
3. Participating Agency shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the County, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Participating Agency, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense as further provided for below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. If applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("**MOU**") between the Arizona Counties Insurance Pool ("**ACIP**") and the Arizona Municipal Risk Retention Pool ("**AMRRP**"). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP. The obligations under this Section shall survive the termination of this Agreement.
4. Participating Agency shall reimburse County for costs incurred for Agency's employees participating, in the amount set forth on the registration form, which may vary annually. Payment must be made prior to the date of the event in order for Agency's employees to participate.

5. Participating Agency acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement.
6. Participating Agency shall be solely liable for the payment of workers' compensation benefits should a Participating Agency employee become ill or injured attending or participating in the Roadeo.

This IGA shall be effective as of the signature date of the last party to sign this IGA, and shall remain in effect unless and until terminated. Either Party may terminate this Agreement upon 30 days' written notice to the other party. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

FOR THE TOWN/CITY OF:

_____

an Arizona municipal corporation

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

ATTEST:

By: _____
Town/City Clerk

_____
Date

APPROVED AS TO FORM:

By: _____
City/Town Attorney

_____
Date

FOR PINAL COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

ATTEST:

By: _____
Clerk of the Board

_____
Date

APPROVED AS TO FORM:

By: _____
Deputy County Attorney

_____
Date

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

FROM: **SCOTT A HOLCOMB, TOWN ATTORNEY, ROBERT SACHS, REAL ESTATE PROGRAM MANAGER**

RE: **CONSIDERATION AND POSSIBLE APPROVAL OF THE RELOCATION AND SITE LEASE AGREEMENT FOR CELLULAR PROVIDER WITH B DIAMOND INFRA LLC, AN AUTHORIZING AND DIRECTING THE TOWN MANAGER, TOWN CLERK AND TOWN ATTORNEY TO NEGOTIATE, FINALIZE AND EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE TRANSACTION.**

DATE: **November 1, 2023**

Suggested Action:

Move to approve the Relocation and Site Lease Agreement for Cellular Provider with B Diamond Infra LLC, and authorizing and directing the Town Manager, Town Clerk, and Town Attorney to negotiate, finalize and execute all documents and take all actions necessary to effectuate the transaction.

Relevant Council Goal(s):

- Safe Community
- Secure Future
- Superior Infrastructure

Discussion:

On December 7, 2022 the Town Council approved the purchase of the Barney Sports Complex ("Public Safety Property") to be redeveloped into a public safety complex accommodating various uses for the Town's police and fire department. The purchase of the Public Safety Property closed shortly thereafter.

The Public Safety Property is currently encumbered by a 50-year cell tower easement ("Cell Tower Easement") currently held by B Diamond Infra LLC ("Diamond") with over 40 years remaining. The Cell Tower Easement, tower and supporting equipment impedes the full and secure development and use of the Public Safety Property. To resolve that problem, Town Staff has been able to negotiate the Relocation and Site Lease Agreement which provides for the complete removal of the existing tower and equipment and termination of the existing easement on the Public Safety Property.

The Relocation and Site Lease Agreement provides the following:

- The owner of existing tower will remove the existing tower and facilities at no cost to the Town;
- The Town will pay limited relocation costs for the 2 existing cell service providers on the existing tower and for a portion of temporary service, if necessary;
- The Town will lease to Diamond a portion of the area previously designated for cell tower use on the Frontier Family Park adjacent to the Public Safety Property;
- New lease term is for an initial 10-year term, with 8 possible five-year extensions;
- Removal of the existing tower and construction of the new tower will be coordinated with the construction by the Town of the Public Safety facilities on the Public Safety Property and

construction of Frontier Family Park;
- The new tower will be a 120-foot monopole with the top 20 feet dedicated to Town public use at no cost through a Tower Lease Space Agreement;
- The Agreement also provides reasonable use and access limits and notice requirements not in the current easement; and
- The owner of the new tower will have limited exclusivity:
    - Limited to Cell Tower Parcel, Park and Public Safety Property;
    - Only if the new tower can accommodate the use (consistent with Town zoning policy to fully utilize existing towers);
    - For the initial 10 year term only.

Fiscal Impact:

The Town is not currently recovering any rent or fees on the existing tower under the term of the existing easement, and will not receive any for the new tower or the 2 existing cell providers. However, the Town will receive $200 per month for each new providers locating on the new tower. In addition to the potential future rent, the Town receives use of the top 20 feet of the new tower for public use purposes at no cost.

The Town's potential limited portion of the relocation and temporary service costs are specifically delineated, must be actual and documented, and cannot exceed $461,750 for relocation and $72,000 for one-half of the cost of temporary service, if needed.

Alternatives:

The Council could:
- Approve the Relocation and Site Lease Agreement
- Not approve the Agreement
- Direct the staff to make further changes to the Agreement

Attachment(s):

1. Cellular Tower Relocation & Site Lease Agreement
2. Octagon SLA - Tower Space Lease Form v04C

RELOCATION AND SITE LEASE AGREEMENT

THIS RELOCATION AND SITE LEASE AGREEMENT (this "**Agreement**") is made and entered into this ____ day of _____, 2023 (the "**Effective Date**"), by and between the Town of Queen Creek, an Arizona municipal corporation ("**Lessor**"), whose address is 22358 South Ellsworth Road, Queen Creek, Arizona 85142-9311 and B Diamond Infra LLC, a Delaware limited liability company ("**Lessee**"), whose address is 120 Mountain Avenue, Springfield, New Jersey 07081. The Lessor and Lessee may hereinafter be collectively referred to as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Lessor is the owner of certain real property and the improvements thereon as more particularly described in **Exhibit A** attached hereto and made a part hereof by this reference (the "**Public Safety Property**").

B. Lessee is the successor in interest to the rights and obligations of T10 Unison Site Management LLC ("**Unison**") under a Wireless Communication Easement and Assignment Agreement dated September 28, 2012 (as amended) which was recorded in the Official Records of the Maricopa County, Arizona Recorder's Office on October 4, 2012, at Document No. 20120900432 (the "**Existing Easement**") over a portion of the Public Safety Property described therein and on **Exhibit B** hereto ("**Existing Easement Parcel**").

C. Pursuant to the Existing Easement, Lessee is currently subleasing all or a portion of the Existing Easement Parcel to Octagon Sun Towers, LLC ("**Octagon**"), who currently owns, maintains and operates an existing telecommunications tower and supporting infrastructure on the Existing Easement Parcel ("**Existing Tower**").

D. Lessee and/or Octagon has leased portions of the Existing Tower to two tenants: New Cingular Wireless PCS LLC ("**AT&T**"), and DISH Wireless L.L.C ("**Dish**") (collectively "**Existing Tenants**").

E. Lessor is also the owner of real property adjacent to the Public Safety Property which is being developed as the Frontier Family Park ("**Park**"). The Park includes a parcel designated for use for future communications facilities as more particularly described in **Exhibit C** ("**Cell Tower Parcel**").

F. Lessor seeks an opportunity for the installation and operation of the communications and public use equipment that Lessor may determine is appropriate for placement on an appropriate communications tower ("**Public Use Equipment**").

G. In exchange for Lessee terminating the Existing Easement and Lessee and/or Octagon removing the Existing Tower, and allowing installation and operation of the Public Use Equipment on the New Tower (as hereinafter defined), Lessor is willing to lease a 50 ft. by 50 ft. portion of the Cell Tower Parcel as more particularly described in **Exhibit D** ("**New Lease Area**") pursuant to the terms of this Agreement to Lessee for the construction and operation of a

new communications tower to replace the Existing Tower ("**New Tower**"), together with, in locations approved by the Lessor, a non-exclusive easement and right of way for ingress, egress, regress, access and parking, and the installation, operation, use, repair, replacement and removal of below ground lines, cables, conduit, pipes, poles, boxes, cabinets, electrical, telephone, fiber optic and other installations and improvements related thereto, for the installation and operation of communication facilities, including, but not limited to, a self-supporting tower or monopole, antennas for the transmission and reception of radio and other signals, support mounts, cables, equipment, equipment storage structures, back-up power generator(s), fences and other improvements thereto, all as more particularly set forth herein and in **Exhibit E** (collectively, "**Communication Facilities**").

H. The Parties deem the New Lease Area suitable for the installation and operation of the Communication Facilities, as well as the Public Use Equipment.

I. Lessee desires to obtain from Lessor a lease of the New Lease Area from Lessor for the purpose of installing and operating Communication Facilities, on the terms, covenants and conditions set forth herein.

J. The Public Safety Property (including the Existing Easement Parcel) and the Park (including the Cell Tower Parcel) are collectively referred to as the "**Property**".

K. Time is of the essence in completing the relocation and termination of the Existing Easement agreed to by the Parties under this Agreement.

AGREEMENTS

NOW THEREFORE, Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, incorporate the above Recitals and further agree as follows:

1. RELOCATION AND TERMINATION OF EXISTING EASEMENT.

1.1 Relocation Construction Schedule. Lessor and Lessee shall, with the cooperation of Octagon, Existing Tenants, their staffs and contractors, prepare, maintain, and update a relocation construction schedule, which shall be attached hereto as **Exhibit F** ("**Construction Schedule**"). The Construction Schedule shall contain sufficient details, activities, milestones, and such other information that will assist Lessor, Lessee, Octagon, Existing Tenants, their staffs and contractors to evaluate progress of the relocation and construction work required hereunder (the "**Work**"). The Construction Schedule may be revised at appropriate intervals as required by conditions of the Work by written agreement of the Parties. If the progress of the Work falls materially behind the Construction Schedule, the Parties shall, in a timely manner, use commercially reasonable efforts to develop remedial plans to bring the Work back on schedule.

1.2 Remove and Reinstallation of Existing Equipment: Within sixty (60) days after the New Tower, or a COW if provided under Section 1.6 below, becomes operational,

Lessee, either directly or through Octagon or the Existing Tenants, shall remove the current existing equipment, including all cable and other equipment, from the Existing Tower and will install all required equipment onto the New Tower, or COW, as applicable. All new cable required will be paid for by Octagon and/or the Existing Tenants, and Lessor and Lessee shall not have any responsibility or liability therefore or for any costs related thereto. Lessor shall only be responsible for the costs for relocating the existing equipment on the Existing Tower to the New Tower as set forth on **Exhibit I** ("**Lessor's Relocation Costs**"). All such costs must be fully documented and submitted to Lessor. Lessor's obligation for the Lessor's Relocation Costs shall not exceed the amount of Four Hundred Sixty-One Thousand Seven Hundred Fifty and 00/100 Dollars ($461,750.00).

1.3 Demolition and Removal of the Existing Tower: Within sixty (60) days after the New Tower, or a COW if provided under Section 1.6 below, becomes operational, Lessee, either on its own or through Octagon, shall commence demolition and removal of the Existing Tower, including all supporting structures, foundations and utilities, to be completely removed from the Existing Easement, including:

(i) Removal of all block walls and footings;
(ii) Removal of all concrete flatwork within the enclosed block wall area;
(iii) Removal of cell tower foundation to a depth of five (5) feet below the adjacent top of curb elevation;
(iv) Cutting and capping of all existing underground conduits a minimum of two (2) feet below the adjacent top of curb elevation;
(v) Removal of all utilities to the reasonable satisfaction of Lessor;
(vi) Complete removal, to the reasonable satisfaction of Lessor, of all parts of Existing Tower and any and all debris, waste, garbage or other materials;
(vii) Correction and/or repair of any and all damage to any of Lessors' property caused by Lessees activities under this Section 1.3; and
(viii) All activities under this Section 1.3 shall be completed within sixty (60) days after the New Tower, or a COW if provided under Section 1.6 below, becomes operational.

1.4 Termination of the Existing Easement. Upon the New Tower becoming operational, and completion of the demolition and removal of the Existing Tower in accordance with Sec. 1.3 above, the Existing Easement shall terminate, and the Parties shall cause a termination of the Existing Easement to be executed and recorded in the Official Records of the Maricopa County, Arizona Recorder's Office. For purposes of this Agreement, Lessor and Lessee acknowledge and agree that the New Tower will be deemed "operational" upon (i) completion of construction of the New Tower, as evidenced by receipt by Octagon of a Certificate of Occupancy from the Town of Queen Creek Building Department, and (ii) both Existing Tenants have begun wireless operations from the New Tower.

1.5 Construction of New Tower. Lessee, either directly or through Octagon, shall be responsible for construction of the New Tower on the New Lease Area. Construction of the New Tower shall be completed in accordance with the Construction Schedule. Lessee, either directly or through Octagon, shall design and construct, at no cost to Lessor, a New Tower to

accommodate the installation of the Existing Tenant(s) equipment in addition to future carriers that may be interested in utilizing the New Tower, and the Lessor's Public Use Equipment. Construction of the New Tower shall include, in addition to all of the other requirements of this Agreement (including **Section 2.9** below):

(i) The New Tower shall be a monopole of not more than one hundred twenty feet (120') in height (exclusive of lightning rod, and/or any tenant or Lessor equipment), engineered to accommodate the Existing Tenants and at least two (2) additional collocation tenants or more, including Public Use Equipment that Lessor may want to install, subject to zoning, permitting, and engineering design requirements;

(ii) Lessor shall, at no cost, utilize the top twenty feet (20') of the New Tower for its own Public Use Equipment and no additional tenants, equipment, appurtenances or other material will be located in this area on the New Tower reserved for Lessor. Prior to the initial installation of the Public Use Equipment, Lessor shall provide to Lessee and/or Octagon the specifications and associated loading information for such equipment, and such other information as may reasonably be required by Lessee and/or Octagon to facilitate installation on the New Tower. Once the initial installation of the Public Use Equipment has been completed, any subsequent changes which would increase the wind or weight loading on the New Tower, or which would extend beyond the top twenty feet (20') of the New Tower, shall be subject to Octagon review and approval, such approval not to be unreasonably withheld or delayed;

(iii) Lessee, either directly or through Octagon, will be responsible for securing and shall obtain all necessary due diligence materials including site acquisition documents, title commitments, FCC and FAA approval, surveys, environmental reporting, subsurface investigations, architectural and engineering services, zoning and building permits, and construction services;

(iv) Lessee, either directly or through Octagon, will arrange, coordinate, and provide for the delivery of an electrical meter base capable of supporting the requirements of the Existing Tenants, the Lessor, and any future tenants that may want to collocate on the New Tower;

(v) Lessee, either directly or through Octagon, will install telephonic/fiber optic cable service to a central demarcation point within the New Lease Area;

(vi) Lessee, either directly or through Octagon, will be responsible for all expenses relating to the permitting, approvals for, design, construction, and commissioning of the New Tower and procurement of utilities to a central demarcation point within the New Lease Area; and

(vii) Lessee shall not allow any liens against any of Lessor's property.

1.6 Construction Delays / Temporary Facilities: In the event of construction delays due to conditions beyond either Party's control including but not limited to: work stoppage due to labor disputes, strikes, governmental agency delays, epidemics, natural physical events,

floods, wind damage, snow, earthquakes or acts of God, the Parties may mutually agree to revise the Construction Schedule to extend the milestone dates for a period of time equal to the time of any such delay(s). Notwithstanding anything herein to the contrary, in the event that the Existing Tower cannot be removed from the Public Safety Property on or before April 19, 2024, as mutually determined by both Parties, then Lessee (or Octagon) will provide a Cell on Wheels ("COW") or other temporary facilities agreed to in writing by Lessor ("**Temporary Facilities**") for interim connectivity of existing services, and Lessor and Lessee (or Octagon) will each be responsible for one-half the costs of the Temporary Facilities until such time as the Existing Tower is removed from the Public Safety Property, and the New Tower is operational. Provided that the need for a COW or other temporary facilities is not due to delay caused by Lessor or Lessor's personnel, invitees, contractors, agents, subtenants, licensees, or assigns, Lessor's obligation for such costs shall not exceed the amount of $72,000, and all such costs must be fully documented and submitted to and approved by Lessor. Lessor shall provide space for placement of the COW or other temporary facilities on the Cell Tower Parcel, or such other area as the Parties agree to in writing, and which does not interfere with Lessor's and Lessee's construction activities. Lessee, Existing Tenants, and any other users of the Temporary Facilities shall be allowed adequate access to the Temporary Facilities from a public road for both pedestrian and vehicular access, including trucks, and shall have the right to connect to utilities and/or install a temporary power generator (if necessary), adequate to operate and maintain the Temporary Facilities. The Temporary Facilities shall be subject to the terms of this Agreement. Lessee shall remove the Temporary Facilities at such time as the New Tower and Communication Facilities are completed and any then-current wireless carriers operating from the Temporary Facilities are installed and operating their communications equipment from the New Tower.

1.7 Cooperation and Coordination: Successful completion of the multiple activities by multiple parties under this **Section 1** will require continuous and good faith cooperation and coordination between Lessor, Lessee, Octagon, Existing Tenants, their staffs and contractors. In order to facilitate the required cooperation and coordination, Lessor and Lessee will jointly schedule and actively participate in planning and project meetings and direct all necessary other parties to participate therein. Lessee and Lessor will each also designate and make available project managers responsible for facilitating the timely completion of all activities under this Section 1. Violation of this Section 1.7 may be considered a breach under Section 9 below.

2. LEASE. Subject to and contingent upon Lessee fulfilling its obligations under Section 1 above, Lessor shall lease the New Lease Area to Lessee on the terms set forth in this Section 2 (the "**Lease**").

2.1 Initial Lease Term. The term of the Lease shall begin on the date this Agreement is executed by the Parties (the "**Commencement Date**") and shall continue for a period of ten (10) years therefrom (the "**Initial Lease Term**").

2.2 Extension Terms. Lessee may extend the Lease for eight (8) additional five (5) year periods (each, an "**Extension Term**") on the terms and conditions set forth in this Agreement. Provided Lessee has not committed a material breach that remains uncured at the time of the commencement of an Extension Term, this Agreement shall automatically renew for each successive Extension Term unless Lessee delivers to Lessor written notice of its intention not to

renew or extend this Agreement at least ninety (90) days prior to the expiration of the Initial Lease Term or any applicable Extension Term. In this Agreement the Initial Lease Term, and any Extension Term may be collectively referred to as the "**Lease Term**."

2.3 Late Charge. If any amount due to Lessor under this Agreement is not received in full by Lessor on or before five (5) days after the date any such payment is due, then Lessee shall pay to Lessor a late payment charge equal to the greater of: (i) 5% multiplied by the amount past due; or (ii) $50.00.

2.4 Permitted Use. Lessee, its personnel, invitees, contractors, agents, subtenants (including Octagon), licensees, and assigns, at Lessee's sole cost, shall use the New Lease Area to install, construct, reconstruct, operate and maintain, on the New Lease Area, the Communication Facilities described on **Exhibit E** attached hereto and made a part hereof by this reference (the "**Permitted Use**"). Any use beyond Communication Facilities is strictly prohibited without Lessor's prior written specific approval.

(i) Lessee, Octagon, and any sublessees or licensees of Lessee or Octagon, shall have the right to modify, supplement, replace, or upgrade the Communication Facilities, including, without limitation, the number and type(s) of antennas, or refurbish the equipment or improvements thereon, or relocate the same within the New Lease Area at any time during the Lease Term with prior written notice to Lessor in accordance with Section 2.7 and without any increased rental payment or rental cost, so long as said modification, supplement, replacement or upgrade does not require an expansion to the New Lease Area or an increase to the height of the New Tower, or materially adversely impact the appearance of the Communications Facilities. Lessor shall reasonably cooperate, at Lessee's expense, in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this Section, in additional to any other rights it may have at law and equity, Lessee may terminate this Agreement and shall have no further liability to Lessor. Notwithstanding anything herein to the contrary, prior to making changes to the Communication Facilities which materially change the design of the New Tower, or which adversely affect the appearance of the Communication Facilities or the compound wall surrounding the Communication Facilities when viewed from street level or the adjacent Park, Lessee shall submit to Lessor plans and specifications for such installations and/or changes. Lessor shall have the right to approve such plans in writing, provided that such approval shall not be unreasonably withheld, delayed, denied, or conditioned. Lessor's approval must be given within fourteen (14) days after submission thereof by Lessee. Failure of Lessor to approve or object to the plans within such fourteen (14) day period shall be deemed an approval. In the event Lessor objects to the plans within said fourteen (14) day period, Lessor's objections shall be clearly stated in writing and given in accordance with Section 14. Lessee shall have the right to either: (i) resubmit the plans in accordance with the same approval

process as stated above, or (b) terminate this Agreement. Lessee may resubmit the plans for approval by Lessor as many additional times as Lessee desires. For avoidance of doubt, the addition of antennas and related equipment on the New Tower by Lessee, Octagon, and any sublessees or licensees of Lessee or Octagon, shall not be deemed to adversely affect the appearance of the Communication Facilities for purposes of this Section 2.4.

(ii) Any change to the Communication Facilities shall be subject to all applicable municipal plan review and permitting. It is the intent of the parties that the entirety of the Communication Facilities shall not become fixtures and shall remain solely the property of Lessee and Lessee's subtenants, licensees and customers, and Lessee (and its respective subtenants, licensees and customers) shall have the right to remove all or any part of the Communication Facilities from time to time and at any time during the Lease Term and to remove the Communication Facilities at the expiration or earlier termination of the Lease Term, at their expense. Lessee and/or Octagon shall be solely responsible for the operations, maintenance and repair of the equipment owned, constructed and installed by Lessee on the New Lease Area, and shall not use, or permit others to use, the New Lease Area in any way that unreasonably interferes with the use of the Property by Lessor or other tenants, invitees, licensees, or guests of Lessor.

(iii) Notwithstanding anything to the contrary herein, Lessor shall be solely responsible for the operation, maintenance and repair of the Public Use Equipment constructed and/or installed by Lessee, Octagon, or Lessor on the New Lease Area and/or New Tower, and Lessor shall not use, or permit others to use, the Public Use Equipment in any way that unreasonably interferes with the use of the New Lease Area by Lessee or other tenants, invitees, licensees, or guests of Lessee. Provided that there is sufficient loading available on the New Tower, and subject to the terms and conditions herein, and of the Tower Space Lease Agreement between Octagon and Lessor, attached hereto as **Exhibit G**, Lessor shall have the right to modify, supplement, replace, or upgrade the Public Use Equipment, and Lessor shall have during the term of this Agreement, the right to access the New Lease Area and the New Tower for such purposes.

2.5 Access and Utility Easement. In addition to the New Lease Area, throughout the Lease Term hereof, Lessor hereby grants and conveys to Lessee, its successors, assigns, subsidiaries and affiliates, for its use and the use by its sublessees, licensees and invitees a non-exclusive easement, or easements, for ingress, egress and access to utilities (including without limitation communications services, fiber and power) for the duration of the Lease Term, which easements are more particularly described on Exhibit "D" of this Agreement ("**Access and Utilities Easement**"), as well as a right of ingress, egress and regress, access and parking on the Property and Surrounding Property for vehicles, pedestrians, cranes, heavy equipment, tractors, trailers, and other motorized and non-motorized equipment, including trucks, as may be necessary

from time to time and at any time to facilitate initial construction and subsequent site operations, modifications, repairs, maintenance, and equipment installations, subject to the following:

(i) For routine maintenance activities, Lessor shall provide access to the New Lease Area twenty-four (24) hours per day, seven (7) days per week, without requiring prior notice. For access related to work which includes the use of cranes, lifts, heavy equipment, tractors, trailers, and other large, motorized and non-motorized equipment, access to the New Lease Area will require reasonable notice and coordination with Lessor's staff, consideration of special events at and operating of the Park, and such access shall not unreasonably interfere with operation of the adjacent Town property and facilities including the Public Safety Complex and the Park.

(ii) Subject to the requirements of Sections 2.5(i), 2.8 and 6, Lessee may access the New Lease Area at all times during the Lease Term and shall have all additional rights of access, ingress and egress to and from the New Lease Area, provided that Lessee, Octagon, and their respective subtenants, licensees, customers, agents or employees shall: (a) use reasonable efforts to provide prior telephonic notice to the Queen Creek Police Department by calling 480-358-3500 (Police Dept. Non-Emergency Number), and (b) not drive any vehicle in any area of the Property which is not designated for vehicular traffic without seventy-two (72) hours advance notice to Lessor, with such notice to be provided via email to rigoberto.polanco@queencreekaz.gov. Lessee (or Octagon), upon receipt of notice thereof, shall reimburse Lessor for any expenses incurred by Lessor to repair damage to the Property caused thereby. Any provision of this Agreement to the contrary notwithstanding, in an emergency, Lessee (or Octagon) may conduct Maintenance upon the New Lease Area and provide notice via telephone to the Lessor's Parks and Recreation Department at 480-358-3700 as soon as reasonably practicable thereafter.

(iii) Subject to the requirements set forth in Section 2.9, Lessee and/or Octagon shall install separate meters for utilities used on the New Lease Area, and Lessee and/or Octagon may install utilities (including without limitation communications services, fiber and power) at no cost to Lessor, and improve the present utilities, if any, on the Property (the "**Additional Utilities**"). Lessee and/or Octagon shall provide written notice to Lessor at least thirty (30) days in advance of any required submission, permitting, plan review, or other governmental process of the Town of Queen Creek that may be applicable to any Additional Utilities. Lessee and/or Octagon shall reasonably coordinate the installation of Additional Utilities with Lessor to accommodate opportunities for common installation of additional conduit for Lessor's uses, upon written notice from Lessor in advance of any installation of Additional Utilities. All costs required under this Section 2.5 shall be borne by Lessee and/or Octagon, except for costs related to the installation of additional utilities solely for use by Lessor, the costs for

which shall be borne by Lessor.

(iv) Lessee may utilize the Access and Utility Easement for ingress, egress, and access to the New Lease Area as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Communication Facilities. In addition to Lessee and its sublessees and licensees, Lessee may grant the right to utilize the Access and Utility Easement to any utility servicing the New Lease Area. Lessor agrees to execute, at Lessee's expense and at no cost to Lessor, a separate utility easement between Lessor and any such utility provider, if reasonably necessary. In the event that utilities necessary to serve the Communication Facilities and/or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Access and Utility Easement, Lessor agrees to cooperate with Lessee in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the Lessee or to the utility company providing the service, in a form acceptable to Lessor which may be filed of record evidencing this right.

2.6 Installation of the Communication Facilities. Prior to the initial installation of the Communication Facilities, Lessee (or Octagon) shall provide Lessor with construction drawings, including color of paint, if any, to be used on the Communication Facilities. Lessee (or Octagon) shall obtain Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, before proceeding with the initial installation of Lessee's Facilities. If, in Lessor's sole discretion, Lessor determines that it is necessary to install fencing or other barrier in connection with the Communication Facilities, Lessee (or Octagon) shall install such fencing or other barrier as requested and approved by Lessor pursuant to this **Section 2.6**, and subject to the requirements set forth in **Section 2.9**.

2.7 Maintenance. Lessee, at Lessee's (or Octagon's) cost, shall keep the New Lease Area and the Communication Facilities in good order, and in a neat, clean and sanitary condition at all times during the Lease Term. Lessee may enter the New Lease Area to maintain, repair or replace the Communication Facilities (collectively, "**Maintenance**"), in accordance with the terms and conditions of **Section 2.5**, above.

2.8 Damage to Property.

(i) Lessee or Octagon shall promptly notify Lessor of any damage to the Property, the New Lease Area, or the property of any third party upon the Property caused by Lessee, Octagon, or their respective agents or employees ("**Property Damage**"). Lessee or Octagon, at such party's sole cost, shall begin making preparations for any necessary repairs within seventy-two (72) hours of becoming aware of such Property Damage and, provided that Lessee or Octagon shall not unreasonably interfere with Lessor's use of the Property, Lessee or Octagon shall commence and

prosecute such repairs with reasonable diligence until complete to the satisfaction of Lessor, in Lessor's sole but reasonable discretion.

(ii) Whenever Lessee or Octagon, and their respective contractors (and any subcontractors used thereunder), shall cause any opening or alteration to be made for any purpose in any portion of the Property or any other public streets or public places, the opening or alteration shall be completed and restored with due diligence within seven (7) business days following completion of such work which necessitated the opening or alteration, weather permitting. Lessee or Octagon shall upon the completion of the opening or alteration, restore the area, including any improvements or landscaping, disturbed by Lessee, Octagon, or their respective contractors (and any subcontractors used thereunder) to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time. This provision shall apply with equal force to any opening or alteration in any public streets or public places caused by any of Lessee's or Octagon's agents or employees, subtenants, licensees, and customers, and the contractors (and subcontractors) used by Lessee's or Octagon's agents or employees, subtenants, licensees, and customers.

2.9 Compliance with Laws. Lessee's, Octagon's and their respective subtenants, licensees, customers, agents or employees use of the New Lease Area, and all activities under this Agreement, shall comply with all applicable Town of Queen Creek Codes and any other applicable laws, rules, codes and regulations, including any amendments or changes thereto. Notwithstanding any provision of this Agreement to the contrary, Lessor's approval of plans and specifications pursuant to this Lease shall not be deemed approval of those plans for any required submission, permitting, plan review, or other governmental process of the Town of Queen Creek.

2.10 Lighting. Lessee shall not install lighting upon the New Lease Area or on Lessee's Facilities unless such lighting is required by the Federal Aviation Administration or other applicable laws or regulations. The placement and design of any such lighting must comply with and be permitted as required under the Town Codes.

2.11 Taxes. Lessee, either directly or through Octagon, shall be responsible for payment of any personal property taxes assessed on or attributable to the Communication Facilities.

2.12 Third-Party Co-Location. During the Lease Term, Lessee and/or Octagon may sublease locations on the New Lease Area, New Tower and/or Communication Facilities to third parties (including Existing Tenants) for third-party co-locations at or upon the New Tower and/or Communication Facilities (each, a "**Third-Party Co-Location**" or "**Third Party Co-Locator**" as the context requires), provided that:

(i) Lessee and/or Octagon shall provide notice of such Third-Party Co-Location to Lessor at least 30 days prior to the effective date of any such

Co-Location agreement (a "**Co-Location Agreement**");

(ii) Any Co-Location Agreement (including with Existing Tenants) shall be subject to the terms and conditions contained in this Agreement, shall be in writing, and shall include the following:

(a) an agreement that the Co-Location Agreement is subordinate to this Agreement and incorporates the terms of this Agreement as binding upon the sublessee.

(b) an agreement that the effective term of the Third-Party Co-Location shall automatically terminate upon the expiration or termination of this Agreement or the Lease Term;

(c) a requirement that the sublessee or licensee thereunder shall deliver to Lessor a certificate of insurance evidencing that such sublessee or licensee has procured insurance policies with substantially the same coverage required by Lessee pursuant to Sections 6.1 and 6.2, and that thirty (30) days prior to the expiration of any such policy, such sublessee or licensee shall provide Lessor evidence of the policy renewal or a certificate of insurance with respect to a replacement policy.

(iii) Any third-party facilities located upon the New Lease Area shall be considered Communication Facilities, and all of Lessee's obligations under this Lease shall apply thereto;

(iv) No Co-Location Rent (as hereinafter defined) shall be due to Lessor from Lessee for the Existing Tenants, or any affiliates thereof provided that such affiliate will provide the same or similar scope of communications services that the Existing Tenant has been providing under its existing Co-Location Agreement. For avoidance of doubt, and without limiting the foregoing, both Parties acknowledge and agree that the Existing Tenant, AT&T, shall be permitted to use at the New Lease Area, spectrum secured through FirstNet which is used for a nationwide public safety network or AT&T's commercial wireless services, and the use of such spectrum and provision of such services by AT&T shall not require any Co-Location Rent due to Lessor from Lessee;

(v) For each Third Party Co-Location beyond the Existing Tenants entered into by Lessee or Octagon during the Lease Term, Lessee (or Octagon) shall pay to Lessor, a rental fee of $200.00 per month for each month during the term of such Third Party Co-Location ("**Co-Location Rent**"), which such Co-Location Rent becoming due upon the first day of the month following such third party co-locator's commencement of installation upon the New Lease Area, and which such Co-Location Rent shall cease as of termination of the

underlying Third Party Co-Location Agreement and removal of such third party co-locator's equipment from the New Lease Area. In the event the term of such Third Party Co-Location shall cease in the middle of the month, such installment of Co-Location Rent shall be prorated based on a 30 day month; and

(vi) Any third-party facilities shall not unreasonably interfere with any Public Use Equipment located on the New Lease Area.

(vii) Notwithstanding anything herein to the contrary, Lessor and Lessee acknowledge and agree that Lessee may sublease all or any portion of the New Lease Area, the Access and Utility Easement, and/or Communication Facilities to Octagon throughout the Lease Term of this Agreement or any extension thereto, and Octagon may sublease all or any portion of the New Lease Area, New Tower, the Access and Utility Easement, and/or the Communication Facilities to sublessees/sublicensees in accordance with this Agreement, including Section 2.12.

2.13 Public Use Equipment. No rental, lease or other payments will be made by the Lessor for the Lessor's use of the New Tower for the Public Use Equipment, provided that such use shall be subject to the terms and conditions of this Agreement, and of the Tower Space Lease Agreement between Octagon and Lessor, attached hereto as **Exhibit G** . Operation of the Lessee's and/or Third Party Co-Location equipment under Section 2.12 shall not interfere with the Lessor's operation of the Public Use Equipment and the Lessor's operation of the Public Use Equipment shall not interfere with the operation of the Lessee's, Octagon's, Existing Tenant's, and/or Third Party Co-Location's equipment on the New Tower.

3. DUE DILIGENCE. Lessee, or Octagon, and their respective agents, engineers, and contractors shall have the right, upon seventy-two (72) hours prior written notice, to enter upon the Property to inspect, examine, sample and conduct all engineering tests or studies of the New Lease Area, to apply for and obtain all licenses and permits required for the Permitted Use from all applicable governmental or regulatory entities, and otherwise do those things on the New Lease Area necessary to determine the physical condition of the New Lease Area, Lessor's title to the Property and the feasibility or suitability of the New Lease Area for the Permitted Use, all at Lessee's (or Octagon's) expense (collectively, the "**Studies**"). The notice shall include a description of the activities to be conducted, and the Lessee (or Octagon) shall cooperate with Lessor to minimize disruption to any planned event or activity at the Property. Lessee and/or Octgaon shall not take any action or omit to take any action which may cause or permit any mechanic's liens, materialmen's liens, or other liens to be filed against the Property as a result of the Studies. Lessee, at Lessee's (or Octagon's) cost, shall promptly repair and restore any damage to the Property caused by any entry, testing and/or inspection of, on or upon the Property, by Lessee or Lessee's agents, engineers, or contractors. Notwithstanding the foregoing, prior to any entry upon the Property, Lessor, in its sole discretion, may require that Lessee (or Octagon) execute and deliver a Site Access Agreement in a form reasonably acceptable to both Lessor and Lessee.

4. INTERFERENCE.

4.1 By Lessee. Lessee shall not use the New Lease Area in any way that interferes with the use of the Property by: (i) Lessor; or (ii) tenants, licensees, invitees or guests of Lessor (collectively, "**Existing Users**"), provided that such Existing Users, if applicable, are operating within their respective frequencies and in accordance with all applicable laws and regulations, including without limitation, the rules and regulations of the Federal Communications Commission.

4.2 By Lessor. So long as Lessee is not in breach of this Agreement, Lessor shall not interfere with Lessee's use and quiet enjoyment of the New Lease Area, provided that continued use by Lessor or Existing Users in the same manner as existed as of the Commencement Date shall not constitute interference with Lessee's use or quiet enjoyment of the New Lease Area. For the purposes of this Agreement, "interference" will include, but is not limited to, any use on the Property, that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facilities. During the Initial Lease Term, Lessor shall refer to Lessee and Octagon all prospective new tenants, and any related inquiries, documents, and offers associated with the use of the Property with respect to wireless communications, including but not limited to the construction of a tower, use as a communications facility, or for the operation of an antenna site leasing business, and Lessor will not negotiate directly or indirectly with such prospective tenant(s) in connection with any agreement relating to the use of the Property. Notwithstanding the foregoing, if, during the Initial Lease Term of this Agreement or until this Agreement is terminated whichever period is shorter, a new tenant expresses interest in installing communications equipment and/or a tower on the Property, and it is determined that the New Tower is unable (as then existing or as capable of being modified) to accommodate such new tenant and still maintain compliance with then-current and applicable state or local building codes, and the applicable standards for towers as are published by the Electronic Industries Association (EIA) and by the Telecommunications Industries Association (TIA), then Lessor may negotiate and enter into an agreement with such new tenant for construction of the new tenant's communication facility and/or operations on the Property, subject to the terms and conditions of this Section 4.2. Nothing in this Section 4.2 shall restrict or interfere with Lessor's use of the New Tower and/or modification or enhancement of the Public Use Equipment either by the Town or through third-party providers for such Public Use Equipment.

4.3 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section 4 and therefore the Parties shall have the right to pursue any and all remedies available under this Agreement, or applicable law.

4.4 Lessor represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that are reasonably likely to unreasonably interfere with Lessee's rights to the New Lease Area as set forth in this Agreement.

4.5 Operation of any Third Party Co-Location equipment shall not interfere with the Lessor's operation of the Public Use Equipment and the Lessor's operation of the Public Use Equipment shall not interfere with the operation of any Third Party Co-Location equipment on the New Tower.

4.6 Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of forty-eight (48) hours following notice to the interfering Party via telephone to Lessee at 844-635-6399 or to Lessor at 480-358-3142 the interfering Party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

5. ENVIRONMENTAL MATTERS.

5.1 Indemnity. Lessee shall defend, indemnify and hold harmless Lessor, its agents, officers, officials and employees for, from and against any and all claims, damages, losses, costs, liens, encumbrances, liabilities and expenses, including, but not limited to, reasonable attorneys', accountants' and investigators' fees and court costs (collectively "**Claims**"), arising out of or in connection with Lessee's violation of any Hazardous Materials Law or use of Hazardous Materials. Lessor represents and warrants to Lessee that Lessor: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the New Lease Area, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any Hazardous Materials regulated under any Hazardous Materials Laws.

5.2 Definitions.

5.2.1 "**Hazardous Materials Laws**" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common-law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations.

5.2.2 "**Hazardous Materials**" means any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, petroleum product, or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any applicable Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of Lessee or Lessor with respect to any third person under any Hazardous Materials Law.

5.3 Lessee's and Lessor's obligations under this **Section 5** shall survive the expiration or other termination of this Agreement.

6. INSURANCE.

6.1 Liability Insurance. Prior to any entry upon the Property and at all times during the Lease Term, Lessee, at Lessee's sole expense, shall maintain commercial general liability insurance covering actions by Lessee, is employees, agents, and independent contractors, providing for a limit of not less than $2,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, and contractual liability with respect to the liability assumed by Lessee hereunder. The liability policy or policies shall contain an endorsement naming Lessor as an additional insured.

6.2 Casualty Insurance. During the Lease Term, Lessee or Octagon shall keep in full force and effect, a policy or policies of so called "All Risk" or "All Peril" insurance, including coverage for vandalism or malicious mischief, insuring Lessee's improvements to the New Lease Area and Lessee's or Octagon's personal property, equipment and other items in the New Lease Area, with coverage in an amount equal to the replacement cost.

6.3 Adequacy of Insurance. Lessor makes no representation or warranty to Lessee that the amount of insurance to be carried by Lessee under the terms of this Agreement is adequate to fully protect Lessee's interests. Lessee acknowledges that Lessor shall not, by the fact of approving, disapproving, waiving, accepting, or obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such insurance coverage, and Lessee hereby expressly assumes full responsibility for and all liability, if any, with respect to, Lessee's insurance coverage.

6.4 Certificate. Prior to any entry upon the Property by Lessee or its employees, agents or contractors, Lessee shall deliver to Lessor a certificate of insurance evidencing the coverage required by this Section 6. Thirty (30) days prior to the expiration of any such policy, Lessee shall provide Lessor evidence of the policy renewal or a certificate of insurance with respect to a replacement policy.

6.5 Existing Tenants and Third Party Co-Locators. All of the Existing Tenants and Third Party Co-Locators under **Section 2.12** shall be required to provide insurance in compliance with the requirements of this **Section 6**.

7. INDEMNITY. Lessee shall indemnify, defend and hold harmless Lessor and Lessor's agents, officers, employees and officials, for, from and against all Claims, however caused, arising in whole or in part from or in connection with: (i) Lessee's use of all or any part of the Property or from any activity, work or thing done, permitted or suffered by the Lessor by any invitee, servant, agent, contractor, employee, tenant, or subtenant of the Lessee on any part of the Property; (ii) any breach or default in the performance of any obligation to be performed by Lessee under the terms of this Agreement; (iii) any act, neglect, fault or omission by Lessee or by any invitee, servant, agent, contractor, employee, tenant, or subtenant of Lessee anywhere on the Property.

7.1 To the maximum extent permitted by law, Lessee shall at all times indemnify, keep indemnified, defend and save harmless Lessor and any of its agents, officials, officers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorneys', investigators', accountants' fees and/or litigation expenses which may be brought or made against or incurred by Lessor on account of loss of or damage to any property or loss of use thereof, or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Lessee, its employees, agents, representatives, or sublessees including their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Lessee or its sublessees or claims under similar laws or obligations. The Lessee's obligations under this subsection shall not extend to any liability caused by the negligence or willful misconduct of Lessor or its employees.

7.2 To the extent permitted by law, Lessor shall hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), arising from the negligent or willful actions or failure to act of Lessor or its agents, employees, or contractors, or the breach of any provision of this Agreement, except to the extent attributable to the negligence or willful misconduct of Lessee, its employees, agents, representatives, or sublessees.

7.3 In the event that any action or proceeding shall at any time be brought against Lessor by reason of any claim referred to in this subsection, the Lessee, at Lessee's sole cost and upon at least 10 day's written notice from Lessor, shall defend the same with counsel acceptable to Lessor, in Lessor's sole discretion. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this subsection 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.

7.4 The obligations of Lessee under this **Section 7** shall survive the expiration or earlier termination of this Agreement.

8. NO ASSIGNMENT. Lessee shall not assign or transfer this Agreement, or any portion thereof or any of Lessee's other rights hereunder to any person or business entity without Lessor's prior written consent, which consent may be withheld or granted in Lessor's sole discretion. Any attempted assignment or transfer in violation of this **Section 8** shall be void ab initio. Notwithstanding anything herein to the contrary, after all obligations under Section 1 have been fully performed and the Existing Easement has been terminated, without any approval or consent of the other Party, but with written notice to the other Party, this Agreement may be sold, assigned or transferred by either Party to: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Lessee may assign this Agreement to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of Lessor but

shall provide prompt written notice of such assignment to Lessor. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution Lessee shall constitute an assignment hereunder.

9. CASUALTY. Lessor shall provide prompt notice to Lessee of any casualty or other harm affecting the Property that adversely impacts the New Lease Area, the New Tower and/or the operation of the Communication Facilities. If any part of the New Lease Area, Communication Facilities or the Property is damaged by casualty or other harm as to render the New Lease Area unsuitable, in Lessee's sole but reasonable discretion and determination, then Lessee may terminate the Agreement by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof. If Lessor or Lessee undertakes to rebuild or restore the New Lease Area, Communication Facilities or the Property, as applicable, Lessor agrees to permit Lessee to place a temporary transmission and reception facilities on the Cell Tower Parcel until the reconstruction of the New Lease Area, Communication Facilities and/or the Property is completed. Lessor agrees that any Co-Location Rent, if applicable, shall be abated until the New Lease Area, Communication Facilities and/or the Property are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the Property.

10. CONDEMNATION. If a condemning authority takes all of the New Lease Area, or a portion sufficient in Lessee's determination to render the New Lease Area, in the opinion of Lessee, unsuitable for the use which Lessee was then making of the New Lease Area, this Agreement shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its improvements, if any, moving expenses, and business dislocation expenses. A sale of all or part of the New Lease Area to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Section 10.

11. TERMINATION. This Agreement may be terminated:

11.1 By Lessor if Lessee fails to cure a breach for payment of amounts due hereunder within fifteen (15) business days after Lessee's receipt of written notice of such breach from Lessor;

11.2 By the non-breaching Party if the other Party breaches this Agreement (other than a breach described in Section 11.1 above) and fails to cure such breach within thirty (30) business days after written notice of such breach is received by the breaching Party from the non-breaching Party; provided, however, that if such breach is capable of being cured, this Agreement may not be terminated so long as the breaching Party commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible; and

11.3 After all of Lessee's obligations under **Section 1** have been fully performed and the Existing Easement has been terminated, by Lessee upon 90 days prior written notice to Lessor.

11.4 The right to terminate under this Section 11, is in addition to any other rights and remedies available to the Parties under this Agreement, at law or in equity, including specific performance.

12. SUCCESSORS AND ASSIGNS. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

13. REPRESENTATIONS AND WARRANTIES. Each Party covenants and warrants to the other Party that: (i) such Party has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or, the provisions of any mortgage, lease or other agreement binding on said Party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or such Party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

14. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given on the date personally delivered, or the date mailed by certified mail, return receipt requested, each with a copy sent by email with a receipt acknowledgement required, to the following addresses:

If to Lessor, to: Town of Queen Creek
22358 South Ellsworth Road
Queen Creek, Arizona 85142-9311
Attn: Town Manager
Email: bruce.gardner@queencreekaz.gov

With a copy to: Dickinson Wright PLLC
Attn: Scott Holcomb, Esq.
1850 N. Central Ave., Ste. 1400
Phoenix, Arizona 85004
Email: sholcomb@dickinsonwright.com

If to Lessee, to: B Diamond Infra LLC
Attention: Legal Department
120 Mountain Avenue
Springfield, NJ 07081
Email: notices@diamondcomm.com

With a copy to: Octagon Sun Towers, LLC
57 E. Washington Street
Chagrin Falls, OH 44022
Email: rlepene@octagontowersllc.com

15. MISCELLANEOUS.

15.1 Entire Agreement; Modifications. This Agreement shall constitute the entire agreement and understanding of the Parties with subject matter hereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both Parties.

15.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed or enforced in accordance with the laws of the State of Arizona without reference to conflict of laws principles. With regard to any litigation which may arise in regard to this Agreement, each Party shall and does hereby submit exclusively to the jurisdiction of, and hereby agree that the proper venue shall be exclusively in, the Superior Court of Maricopa County, Arizona. The provisions of this **Section 15.2** shall survive any termination or expiration of this Agreement.

15.3 Broker. Either Party that is represented in this transaction by a broker, agent or commission salesperson (a "**Representative**") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and Lessee shall indemnify and hold Lessor harmless from and against any claim to a fee, commission or other compensation asserted by such Representative claiming through Lessee, including reasonable attorneys' fees and costs incurred in defending such claim. The provisions of this **Section 15.3** shall survive any termination or expiration of this Agreement.

15.4 Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, except that if any of the terms in Section 1 are found to be void or invalid, such to interference with the relocation of the Existing Tower and/or Lessor's use of the Existing Easement Parcel, Lessor may terminate this Agreement.

15.5 No Joint Venture. By executing this Agreement, the Parties are not establishing any Joint undertaking, joint venture or partnership. Each Party shall be deemed an independent contractor and shall act solely for its own account.

15.6 Restoration of the New Lease Area. Lessee or Octagon, at Lessee's (or Octagon's) cost, shall within ninety (90) days after the expiration or termination of this Agreement, remove all Lessee's property from the New Lease Area and restore the New Lease Area to their original condition as of the Commencement Date, excepting reasonable wear, tear and casualty.

15.7 Conflict of Interest. Conflict of Interest; Israeli Boycott; Uyghur Boycott. Pursuant to the provisions of Arizona Revised Statutes § 38-511, Lessee may cancel this Agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Lessee becomes, within at any time while this Agreement, or any extension hereof is in effect, an employee of Lessor in any capacity or a consultant to Lessor with respect the subject matter of the contract. Lessor certifies

to Lessee that it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of Israel as defined in A.R.S. § 35-393. Lessor also certifies to Lessee that it does not currently, and agrees for the duration of this Agreement that it will not, use the forced labor of ethnic Uyghurs in the People's Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or 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, and will abide by all requirements set forth in A.R.S. § 35-394.

15.8 Incorporation by Reference. All Exhibits to this Agreement and the Recitals set forth above are fully incorporated herein as though set forth at length herein.

15.9 Exhibits. The Parties understand and acknowledge that Exhibits set forth herein and listed in **Section 13.13** may be attached to this Agreement in preliminary form. Accordingly, the Parties agree that upon the preparation of final, more complete exhibits, as the case may be, which may have been attached hereto in preliminary form, may be replaced with such final, more complete exhibits(s) which have been approved by both Parties.

15.10 No Liens**.** Lessee or Octagon shall pay or cause to be paid all costs for work done by Lessee or Octagon, or caused to be done by Lessee or Octagon, on the Property and New Lease Area, and Lessee and Octagon shall keep the Property free and clear of all mechanics' liens and materialmen's liens, professional service liens and other liens on account of work done or materials supplied to Lessee or persons claiming under Lessee. Lessee shall keep Lessee's leasehold interest and any improvements which are or may become the property of Lessor pursuant to this Agreement free and clear of all liens of attachment or judgment liens.

15.11 Estoppel Certificate. Lessor agrees, from time to time, upon not less than thirty (30) days prior written notice from Lessee, to execute and deliver to Lessee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Lessor has any knowledge of any default or breach by Lessee under any of the terms, conditions, or covenants of this Agreement; (iii) the Lease Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Lessee to extend the Lease Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other material facts as Lessee or its prospective mortgagee or purchaser may reasonably request.

15.12 Limitation of Liability. Neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15.13 Memorandum of Lease. Contemporaneously with the execution of this Agreement, Lessor and Lessee shall execute a recordable Memorandum of Lease ("**Memorandum**") substantially in the form attached hereto as Exhibit "H". The Memorandum shall set forth a description of the New Lease Area, the Access and Utility Easement, the name and addresses of

Lessor and Lessee, the duration of the Initial Term and the Extension Term(s) of this Agreement, and any other provision that either party may request, except for the co-location rental provisions. Lessee may record this Memorandum at any time during the Lease Term, in its absolute discretion.

15.14 Exhibits.

A	Public Safety Property
B	Existing Easement Parcel
C	Cell Tower Parcel
D	New Lease Area / Access and Utilities Easement
E	Lessee's Facilities
F	Relocation Construction Schedule
G	Tower Space Lease Agreement between Octagon and Lessor
H	Memorandum of Lease
I	Lessor's Relocation Costs

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

LESSOR:

Town of Queen Creek:

By: _____
Julia Wheatley, Mayor

Approval of Contract Administrator:

By: _____
Bruce Gardner, Town Manager

Attest:

By: _____
Maria Gonzalez, Town Clerk

Reviewed as to form:

By: _____
Dickinson Wright PLLC
Attorneys for the Town

DRAFT

LESSEE:

B Diamond Infra LLC,
a Delaware Limited Liability Company:

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned notary, personally appeared _____ of _____, and they, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires_____ _____
Notary Public (signature)

DRAFT

ACCEPTANCE AND APPROVAL BY OCTAGON

Octagon Sun Towers, LLC, a Delaware limited liability company, through its duly authorized agent, hereby acknowledges and agrees to be bound by all of the terms of the forgoing Relocation and Site Lease Agreement ("Agreement"), as the owner, operator, and lessor of the Existing Tower and the party constructing, operating and leasing the New Tower as described in the Agreement, as they relate to the obligations and liabilities of the Lessee and Octagon as set forth therein, to the same extent as the named Lessee.

OCTAGON:

Octagon Sun Towers, LLC,
a Delaware Limited Liability Company:

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned notary, personally appeared _____ of _____, and they, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires_____ _____
Notary Public (signature)

DRAFT

EXHIBIT A TO
RELOCATION AND SITE LEASE AGREEMENT

PUBLIC SAFETY PROPERTY

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.

EXHIBIT B TO
RELOCATION AND SITE LEASE AGREEMENT

EXISTING EASEMENT PARCEL

EASEMENT AREA LEGAL DESCRIPTION:

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;
THENCE SOUTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 469.14 FEET;
THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, A DISTANCE OF 570.97 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 44 DEGREES 56 MINUTES 26 SECONDS EAST, A DISTANCE OF 11.34 FEET;
THENCE SOUTH 45 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 41.34 FEET;
THENCE SOUTH 44 DEGREES 56 MINUTES 26 SECONDS WEST, A DISTANCE OF 11.34 FEET;
THENCE NORTH 45 DEGREES 03 MINUTES 34 SECONDS WEST, A DISTANCE OF 41.34 FEET TO THE POINT OF BEGINNING.
RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSORS PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A RADIO COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

12' INGRESS & EGRESS EASEMENT LEGAL DESCRIPTION:

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;
THENCE NORTH 00 DEGREES 37 MINUTES 36 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 456.12 FEET;
THENCE NORTH 89 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE OF A 12.00 FOOT WIDE INGRESS & EGRESS ACCESS EASEMENT, BEING 6.00 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:
THENCE, CONTINUING NORTH 89 DEGREES 22 MINUTES 24 SECONDS EAST, A DISTANCE OF 90.49 FEET;
THENCE NORTH 44 DEGREES 56 MINUTES 26 SECONDS EAST, A DISTANCE OF 286.11 FEET;
THENCE SOUTH 45 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 179.07 FEET TO A POINT DESCRIBED AS POINT "A";
THENCE, CONTINUING SOUTH 45 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF TERMINUS OF SAID CENTER LINE OF 12.00 FOOT WIDE INGRESS & EGRESS ACCESS EASEMENT;
BEGINNING AT AFORESAID POINT "A";
THENCE NORTH 44 DEGREES 56 MINUTES 26 SECONDS EAST, A DISTANCE OF 31.16 FEET;
THENCE SOUTH 45 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 11.65 FEET TO THE POINT OF TERMINUS OF SAID CENTER LINE OF 12.00 FOOT WIDE INGRESS & EGRESS ACCESS EASEMENT.

[EXHIBIT B CONTINUED ON NEXT PAGE]

TECH PARKING EASEMENT LEGAL DESCRIPTION

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 457.59 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, A DISTANCE OF 546.99 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 44 DEGREES 56 MINUTES 26 SECONDS EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 45 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 44 DEGREES 56 MINUTES 26 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 45 DEGREES 03 MINUTES 34 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

6' POWER EASEMENT LEGAL DESCRIPTION

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 49 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 492.12 FEET;

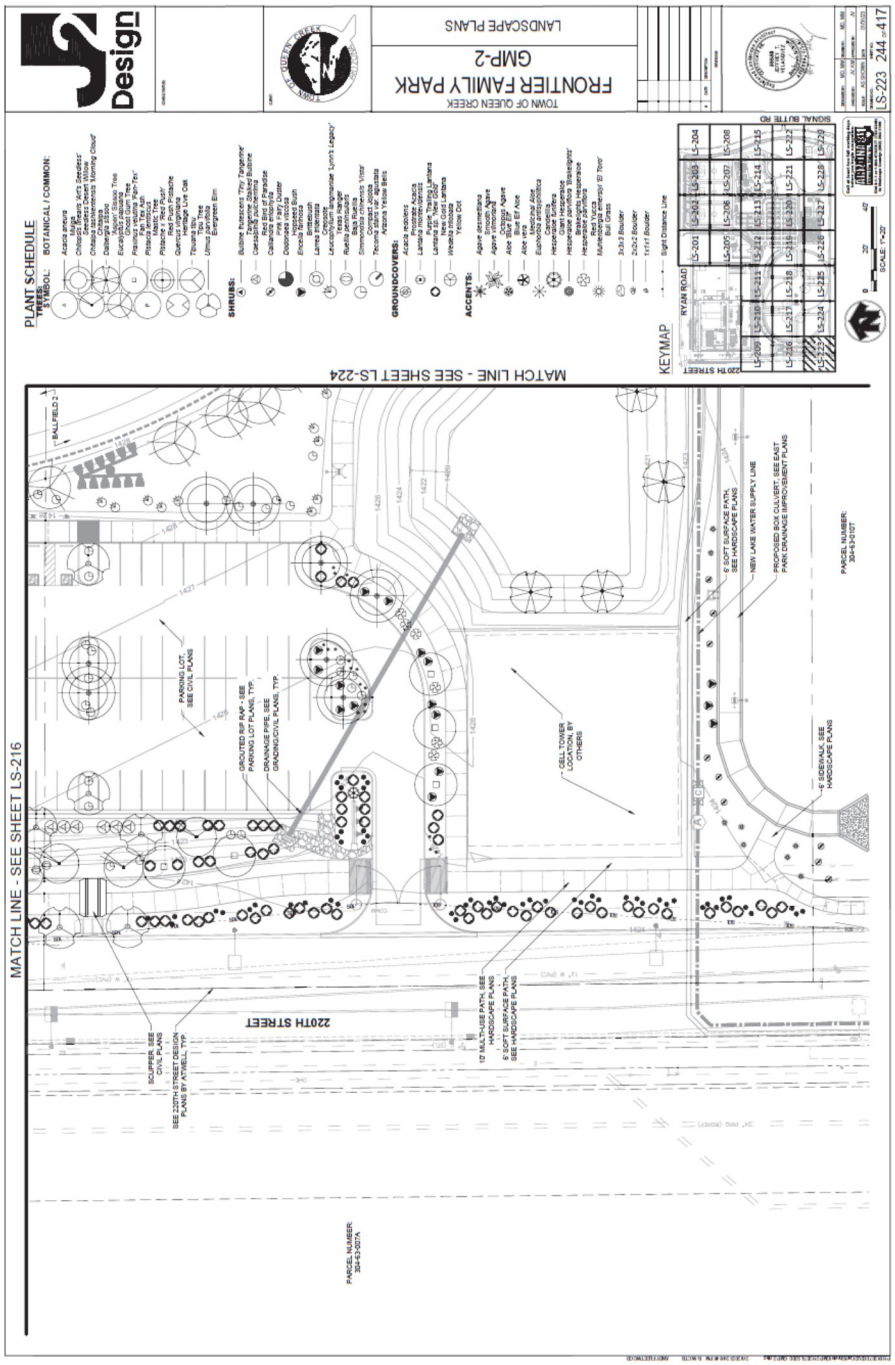
THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS EAST, A DISTANCE OF 543.96 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE OF A 6.00 FOOT WIDE POWER EASEMENT, BEING 3.00 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

THENCE SOUTH 45 DEGREES 03 MINUTES 34 SECONDS EAST, A DISTANCE OF 6.72 FEET;

THENCE SOUTH 71 DEGREES 58 MINUTES 55 SECONDS EAST, A DISTANCE OF 11.40 FEET TO THE POINT OF TERMINUS OF SAID CENTER LINE OF 6.00 FOOT WIDE POWER EASEMENT.

EXHIBIT C TO
RELOCATION AND SITE LEASE AGREEMENT

CELL TOWER PARCEL (100' X 100')



[EXHIBIT C CONTINUED ON NEXT PAGE]

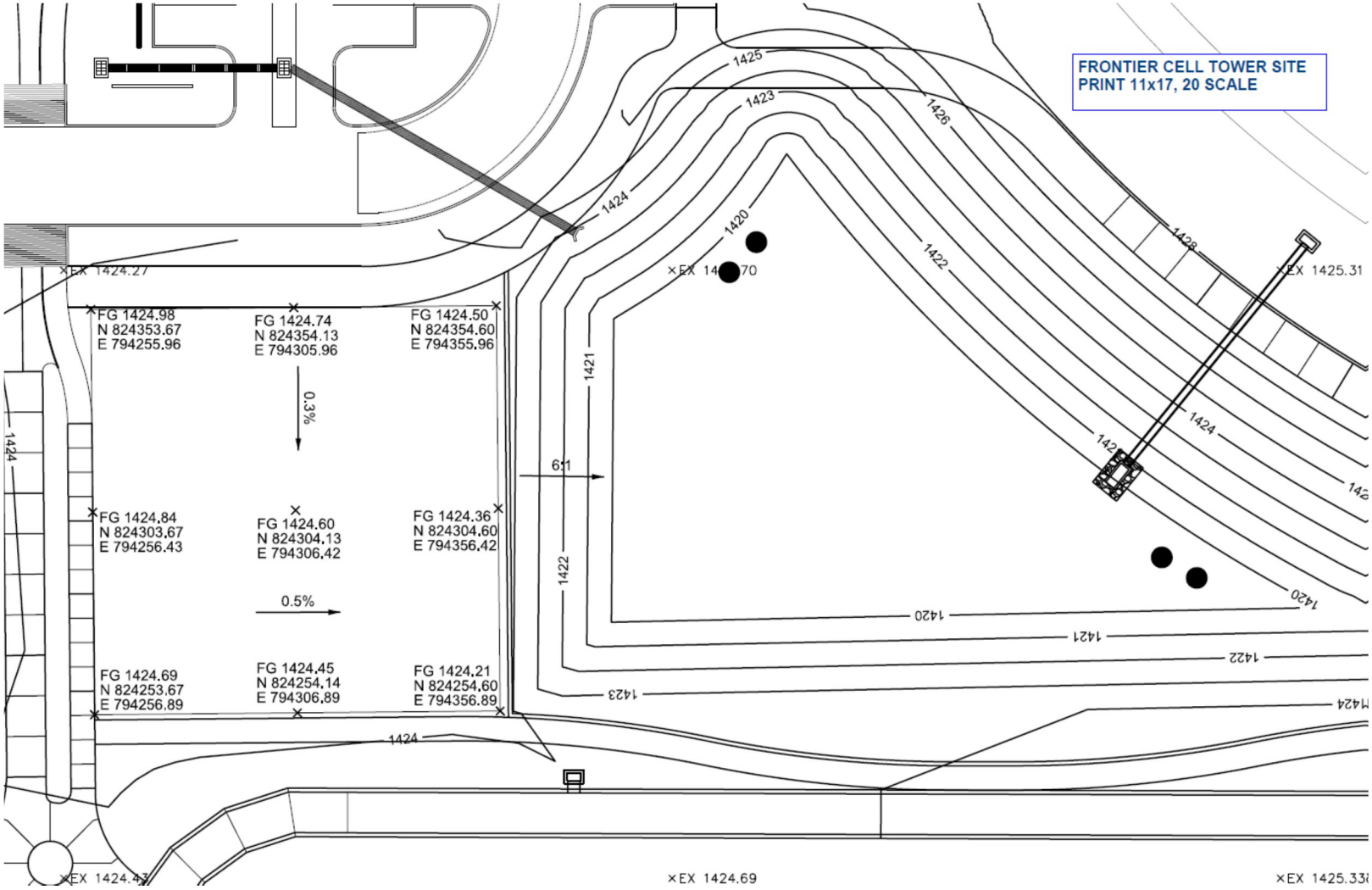
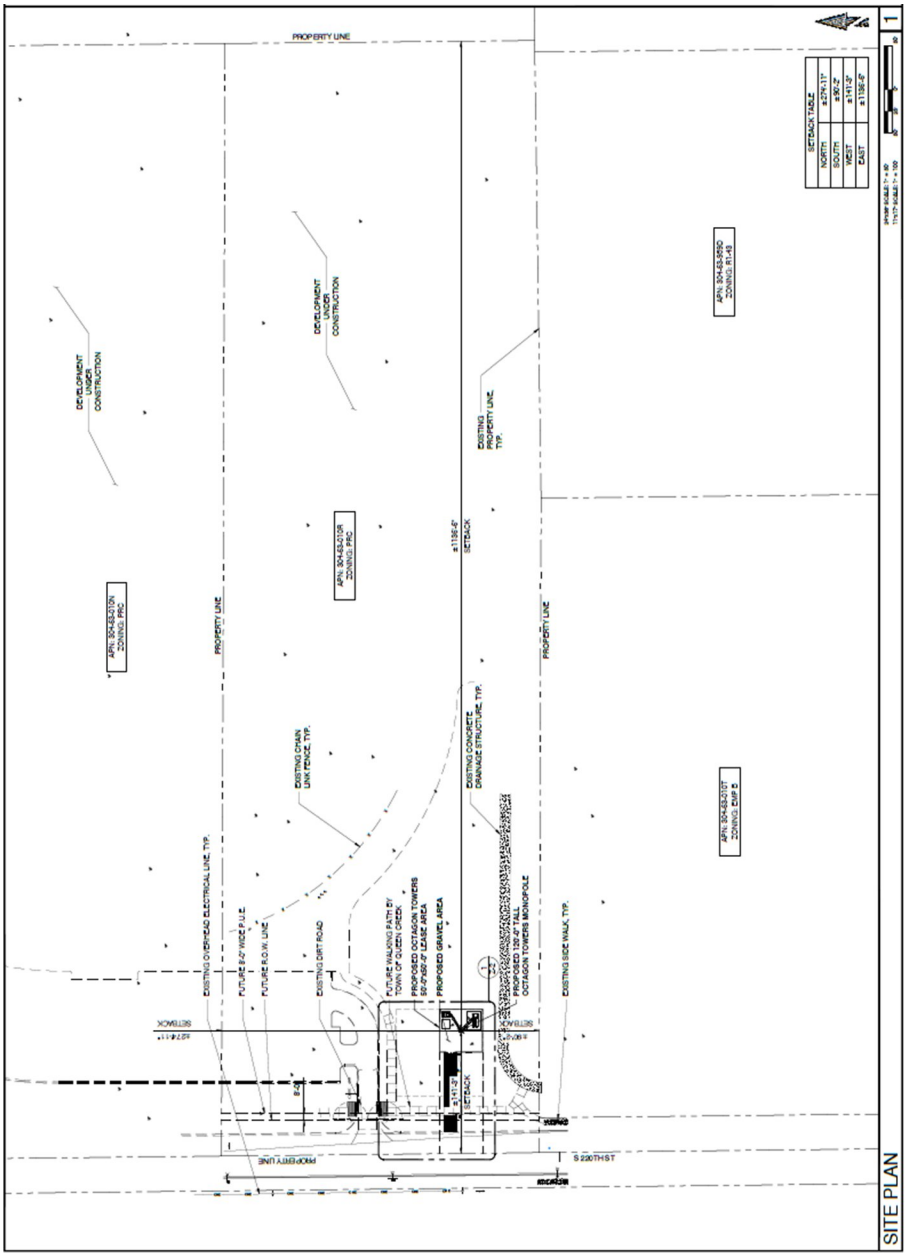

FRONTIER CELL TOWER SITE
PRINT 11x17, 20 SCALE
FG 1424.98
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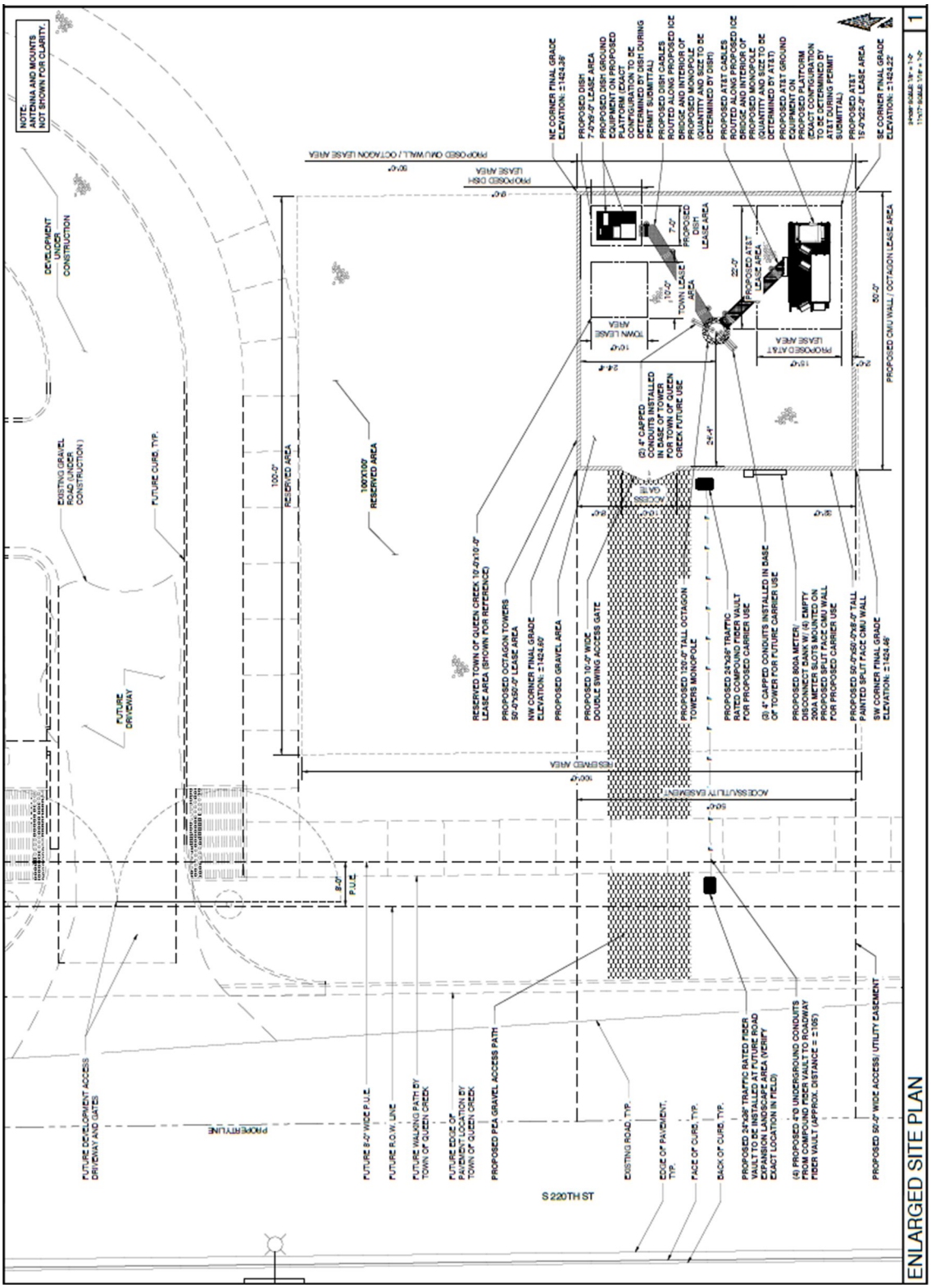
EXHIBIT D TO
RELOCATION AND SITE LEASE AGREEMENT

NEW LEASE AREA / ACCESS AND UTILITIES EASEMENT

The New Lease area consisting of a 50 foot by 50 foot (50' x 50') area, as further described below:

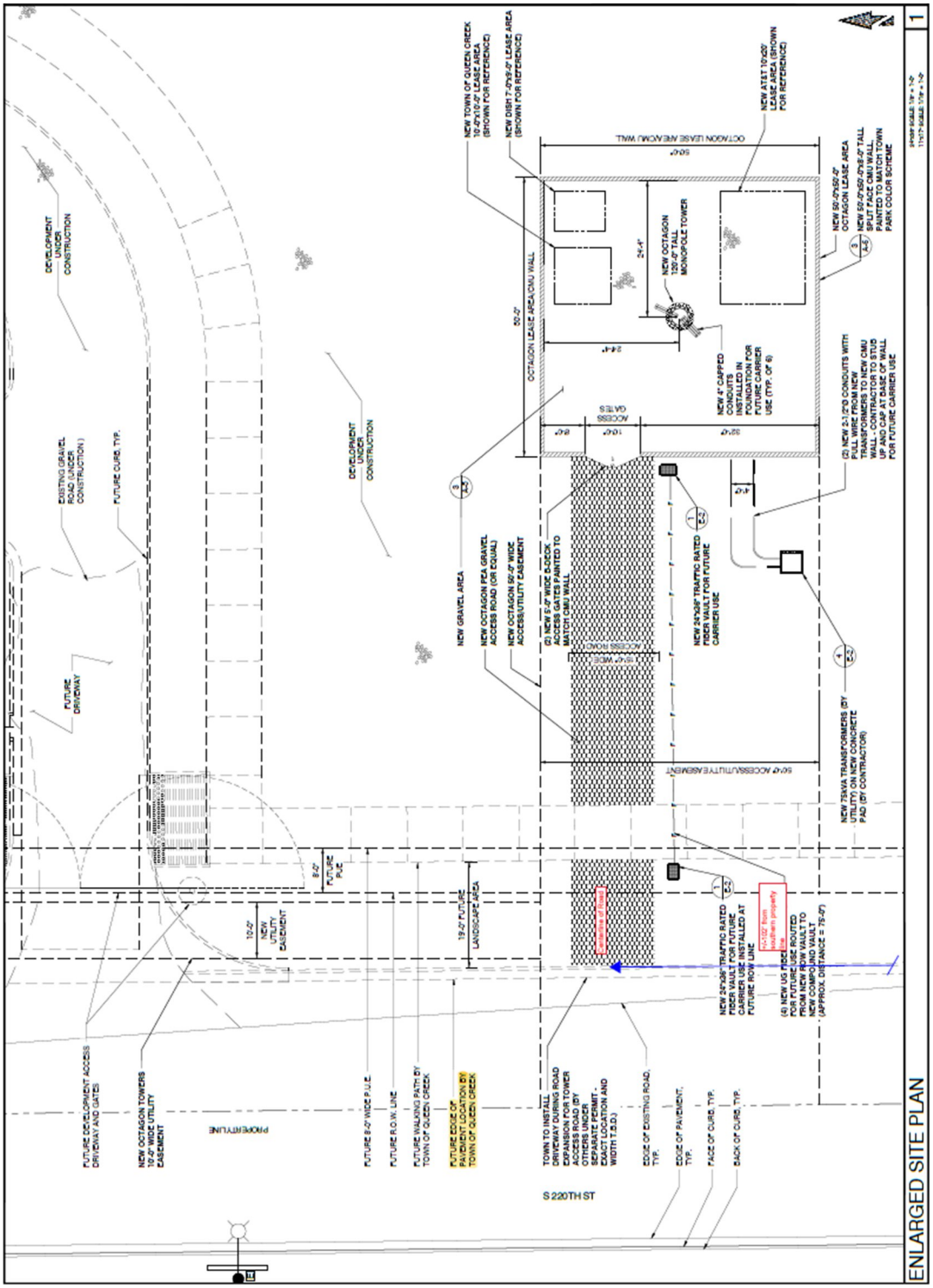


[EXHIBIT D CONTINUED ON NEXT PAGE]



[EXHIBIT D CONTINUED ON NEXT PAGE]

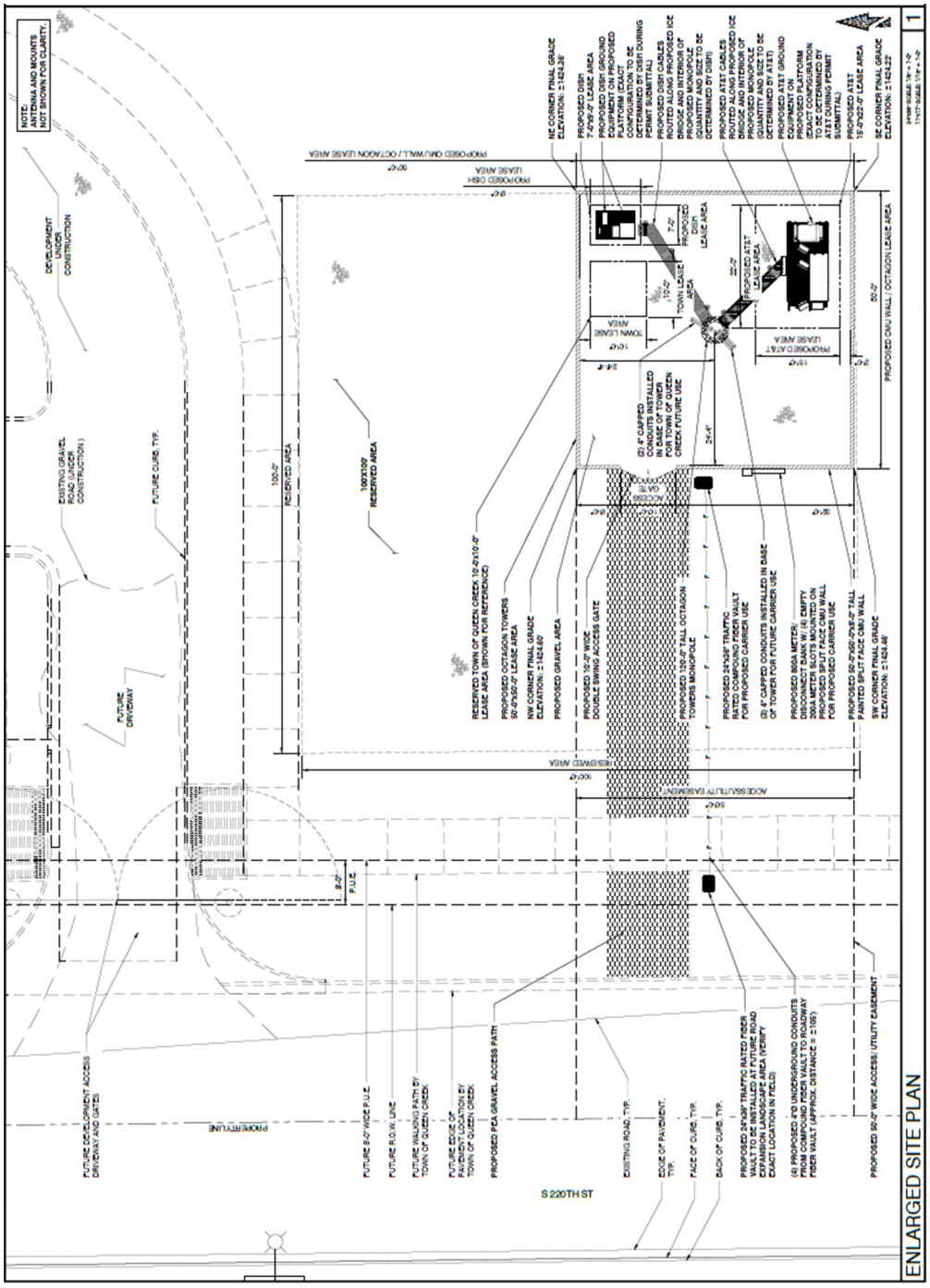
The Access and Utilities Easement area being further described as follows:



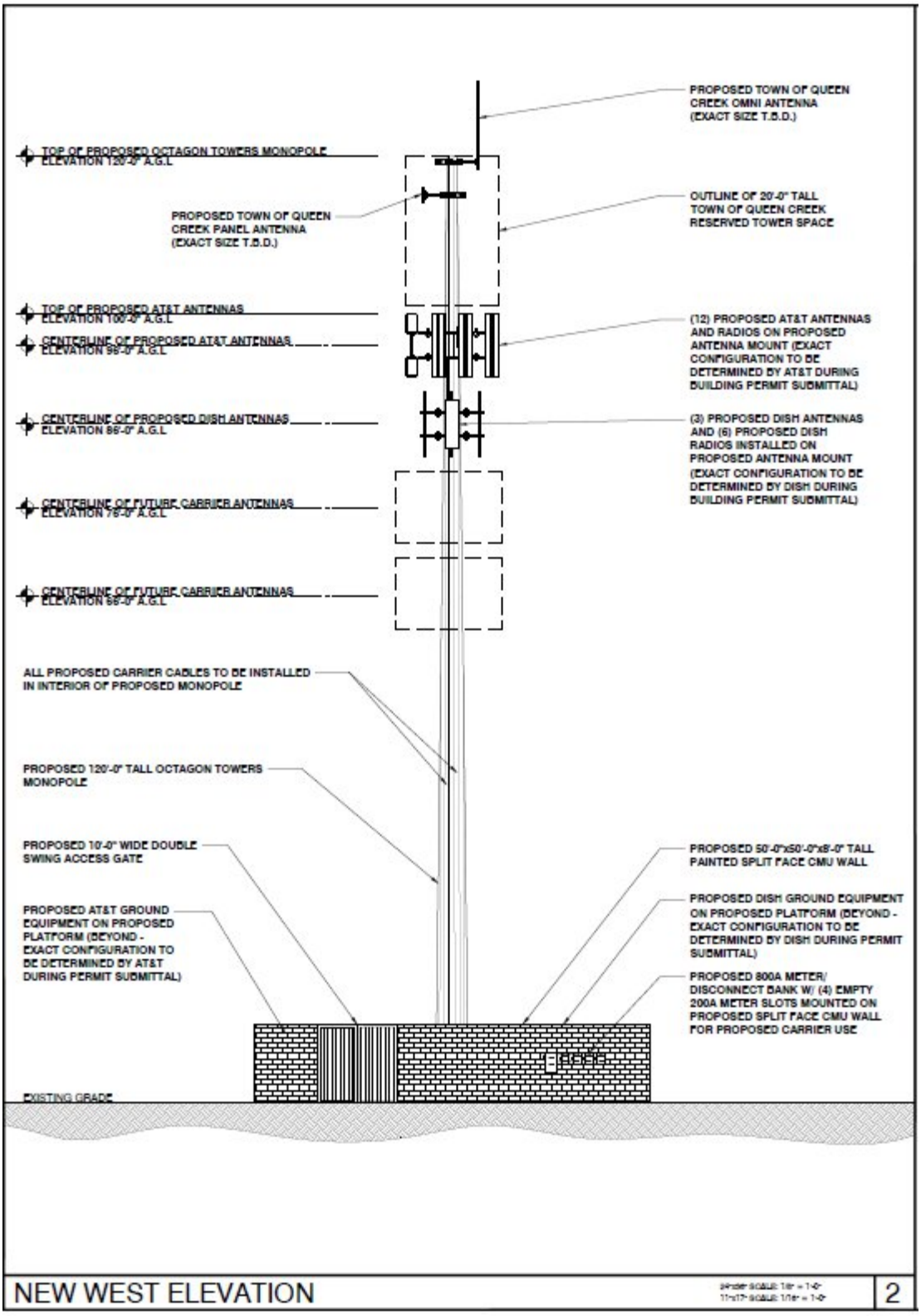
NOTE: New Lease Area / Access and Utility Easement descriptions to be replaced by As-Built Survey, approved by both Parties.

EXHIBIT E TO
RELOCATION AND SITE LEASE AGREEMENT

COMMUNICATION FACILITIES



[EXHIBIT E CONTINUED ON NEXT PAGE]



NOTE: Communication Facilities description to be replaced by Construction Drawings, approved by both Parties.

EXHIBIT F TO
RELOCATION AND SITE LEASE AGREEMENT

RELOCATION CONSTRUCTION SCHEDULE

(See attached schedule and associated responsibility matrix)

Item	Milestone Title	Activity	Date / Timeframe	Responsible Party	Completed	Comments
1	Due Diligence Survey	Survey Tower location / LE's	7/3/2023	Pinnacle	7/5 prelim CDs	
2	Geotech	Geo completed	7/3/2023	Pinnacle	28-Jul	
3	Due Diligence	EX: NEPA-RF / FAA/FCC/Title	7/3/2023	Pinnacle	15-Jul	NEPA ordered as of 6/29/23 (CW) Estimated completed:November
4	Zoning	Zoning approvals with The Town of Queen Creek	7/24/2023	Pinnacle/Town of Queen Creek	21-Aug	
5	Load Study with tower vendor	CDs sent to tower vendors for review, pricing and final design	8/8/2023	Pinnacle	8-Aug	
6	Tower Design Approval	Final design approved & ordered	8/21/2023	Pinnacle	21-Aug	
7	Permitting	Permits for all work received (Pinnacle)	10/31/2023	Pinnacle/Town of Queen Creek		
8	Tower Structure Ready	Tower will not arrive to the site until the day before or day of planned tower assembly	11/10/2023	Pinnacle		
9	AT&T CDs/ RFDS	Final CDs received/permits submitted	11/15/2023	AT&T		
10	Dish CDs/RFDS	Final CDs received/permits submitted	11/15/2023	Dish		
11	Precon Walk	Pre CX walk with all GC's, Pinnacle and The Town of Queen Creek	12/11/2023	All Parties		
12	NEPA	NEPA received	12/8/2023	Pinnacle		
13	Civil work	Civil work begins	12/11/2023	Pinnacle		
14	Tower Foundation	Concrete poured (10 day waiting period before tower assembly can begin)	1/3/2024	Pinnacle		
15	Fiber Routes	Fiber vaults installed (carrier driven)	1/10/2024	Pinnacle		Rob to keep us informed on ROW/street expansion
16	Tower Install	Tower assembly completed	1/17/2024	Pinnacle		
17	CMU Wall	CMU wall construction	2/2/2024	Pinnacle		
18	Power Installed	Permanent power installed	3/19/2024	Pinnacle		Rob to keep us informed on ROW/street expansion
19	Carrier Move	AT&T relocates	3/20/2024	AT&T		
20	Carrier Move	Dish relocates	3/30/2024	Dish		
21	Carrier Removal	Carrier removes any eqiupment remaining on old tower	4/9/2024	AT&T / Dish		
22	Tower Removal	Old Tower decommissioned	4/19/2023	Pinnacle		

Responsibility Matrix

Actions	Queen Creek	Pinnacle/ Octagon	Diamond	Carrier
Project Management				
Project Mgmt Lead			R	
Development/Monitoring Timeline		R	C	
Scheduling		R	C	C
Manage access / additional ground for CX space (tower lay down)	R	C		
Tower: RF Design				
Equipment Design Inputs				R
RF Design				R
Design Review		C		R
Transport: Network Backhaul				
Design				R
Backhaul Procurement				R
IP design (Static/Dynamic)				R
Cable Runs				R
Edge Router Config/Design				R
Firewall Config.Design				R
DHCP Server Config/Design				R
Tower: Packet Gateway Location (Data Center)				
Provide Power/ Cabling/ HWAC/ Foot Print				R
Power Design/Procurement/ Installation/Testing				R
Cable Racking and Fiber Tray/Procurement/Installation/Testing				R
HWAC Design/ Procurement/ Installation/Testing				R
Site Installation NTP		R		
Procurement equipment HW/SW				R
Delivery to Designated Site				R
Installation Commissioning and Function Testing				R
Network Testing				R
Tower: Site				
Permitting & Zoning Approvals	R			
Preconstruction walk	R	R	C	R
Provide Power/ Cabling/ HWAC/ Foot Print				R
Power Design/Procurement/ Installation/Testing				R
Power Cable from demark to location				R
Cable Racking and Fiber Tray/Procurement/Installation/Testing				R
HWAC Design/ Procurement/ Installation/Testing				R
Tower A&E		R		
Tower Site/Construction		R		
Fiber Backhaul procurement and hand off at site				R
Site Installation NTP		R		
Procurement of cell site router and configuration				R
Procurement equipment HW/SW				R
Delivery to Designated Site				R
Installation of equipment				R
Cable installation of tower HW				R
Installation of Ground HW				R
Power cable run to demark to ground HW				R
Connection of tower, ground, transport cables				R
Power up equipment				R
Installation/Activation of SW on HW				R
Commissioning, integration & testing of RAN site				R
Tower: Completion				
Final design and drive test				R
Design review				R
Hand off				R
Decommission of "old" tower		R		
Reimbursement of carrier costs per agreement	R			

R= Responsibility
C= Consult

EXHIBIT G TO
RELOCATION AND SITE LEASE AGREEMENT

TOWER SPACE LEASE AGREEMENT BETWEEN OCTAGON AND LESSOR

(Follows on next page)

[INSERT OCTAGON SLA]

EXHIBIT H TO
RELOCATION AND SITE LEASE AGREEMENT

MEMORANDUM OF LEASE

(Follows on next page)

After recording, return to:

B Diamond Infra LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attn: Legal Department

Site Name: _____

Memorandum of Relocation and Site Lease Agreement

This Memorandum of Relocation and Site Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by written Relocation and Site Lease Agreement dated _____, 20__, between the Town of Queen Creek, an Arizona municipal corporation ("Lessor") and B Diamond Infra LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a _____ ft. x _____ ft. parcel ("New Lease Area") on the parent tract described in Exhibit "A" attached hereto and located at _____, City of _____, County of _____, State of _____. The New Lease Area is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Access and Utilities Easements") for unrestricted rights of ingress and egress to and from the New Lease Area and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Access and Utilities Easements are for ___ (__) years commencing on the Commencement Date, as defined in the Lease, which term is subject to ___ (__) additional ___ (__) year extension periods by the Lessee.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LESSOR:

Town of Queen Creek, an Arizona municipal corporation

By: Exhibit Only - Do not Sign

LESSEE:

B Diamond Infra LLC, a Delaware limited liability company

By: Exhibit Only - Do not Sign

*** Final Memorandum will have appropriate state notary blocks.**

EXHIBIT “A” TO MEMORANDUM

Legal Description of Parent Parcel

Exhibit Only

EXHIBIT “B” TO MEMORANDUM

Legal Description of New Lease Area

Exhibit Only

EXHIBIT “C” TO MEMORANDUM

Access and Utilities Easement(s)

Exhibit Only

EXHIBIT I TO
RELOCATION AND SITE LEASE AGREEMENT

LESSOR'S RELOCATION COSTS

Queen Creek Cost

Permanent Solution: $461,750.00

(See budgetary costs per wireless carrier below.)

[EXHIBIT I CONTINUED ON NEXT PAGE]

120' Monopole

Diamond Communications

Carrier: AT&T

Budgetary Cost per Carrier
Draft Only - Subject to Change

Total Cost to Queen Creek
$256,500.00

Line Item	Category	Site/Project	Description	Qty	Unit Price	Total
1	Tower	Equipment	Network Cell Site Equipment (Cabinet, radios, power supply, Integrated Antenna/RRU, hybrid cable(s), ray-cap head, battery backup, etc.	1	$0	$0
2	Tower	Tower	Engineering and integration services into LTE/5G core/IP schematics	1	$37,500	$37,500
3	Tower	Tower	Construction - Tower Crew - Tower equipment install	1	$40,000	$40,000
4	Tower	Tower	Crane/man lift	3	$6,000	$18,000
5	Tower	Tower	Radio integration services	1	$14,500	$14,500
6	Tower	Tower	Final engineering Radio Frequency Data Sheet, Redline/As-built coordination, Close-out package	1	$5,000	$5,000
7	Civil	Civil	Construction - Conduit install, trenching, restoration	1	$25,000	$25,000
8	Civil	Civil	Construction- A&E services (permitting, final CDs)	1	$10,000	$10,000
9	Civil	Civil	Construction - Ground Equipment Install	1	$20,000	$20,000
10	Civil	Civil	Construction - Electrical Crew	1	$15,000	$15,000
11	*Generator	Tower	Temporary Generator per month	0	$12,000	$0
12	Transport	Fiber	Fiber design	1	$3,000	$3,000
13	Transport	Fiber	Contractor services for fiber drops and handoff	1	$8,000	$8,000
14	Transport	Fiber	Carrier services to terminate fiber and delivery circuits	1	$9,500	$9,500
15	Decommission	Tower	Remove old equipment off of existing tower	1	$45,000	$45,000
16	Decommission	Tower	Crane/man lift	1	$6,000	$6,000
					Total	$256,500
					Diamond Mgmt Fee	$0
						$256,500

*According to current timelines generator costs are not included. Subject to change if construction is severely delayed.

120' Monopole

Diamond Communications

Carrier: Dish

Budgetary Cost per Carrier
Draft Only - Subject to Change

Total Cost to Queen Creek
$205,250.00

Line Item	Category	Site/Project	Description	Qty	Unit Price	Total
1	Tower	Equipment	Network Cell Site Equipment (Cabinet, radios, power supply, Integrated Antenna/RRU, hybrid cable(s), ray-cap head, battery backup, etc.	1	$0	$0
2	Tower	Tower	Engineering and integration services into LTE/5G core / IP schematics	1	$25,000	$25,000
3	Tower	Tower	Construction - Tower Crew - Tower equipment install	1	$40,000	$40,000
4	Tower	Tower	Crane/man lift	3	$6,000	$18,000
5	Tower	Tower	Radio integration services	1	$11,750	$11,750
6	Tower	Tower	Final engineering Radio Frequency Data Sheet, Redline/As-built coordination, Close-out package	1	$5,000	$5,000
7	Civil	Civil	Construction - Conduit install, trenching, restoration	1	$15,000	$15,000
8	Civil	Civil	Construction- A&E services (CDs, permitting)	1	$10,000	$10,000
9	Civil	Civil	Construction - Ground Equipment Install	1	$12,500	$12,500
10	Civil	Civil	Construction - Electrical Crew	1	$15,000	$15,000
11	*Generator	Tower	Temporary Generator per month	0	$12,000	$0
12	Transport	Fiber	Fiber design	1	$3,000	$3,000
13	Transport	Fiber	Contractor services for fiber drops and handoff	1	$8,000	$8,000
14	Transport	Fiber	Carrier services to terminate fiber and delivery circuits	1	$9,500	$9,500
15	Decommission	Tower	Remove old equipment off of existing tower	1	$32,500	$32,500
					Total	$205,250
					Diamond Mgmt Fee	$0
						$205,250

*According to current timelines generator costs are not included. Subject to change if construction is severely delayed.

_____ Site: _____
Tenant Site: _____

TOWER SPACE LEASE AGREEMENT
Town of Queen Creek

THIS TOWER SPACE LEASE AGREEMENT (this "Lease") is made as of the Effective Date by and between Landlord and Tenant:

BACKGROUND

A. Octagon Sun Towers, LLC, a Delaware limited liability company ("Octagon" or " Landlord") and Diamond Infra LLC, a Delaware limited liability company ("Diamond"), are parties to that certain Land Lease Agreement dated _____, 2023 (the "Prime Lease") pursuant to which Landlord has leased from Diamond that certain ground leasehold estate in certain real property located in the Town of Queen Creek, County of Maricopa, State of Arizona ("Queen Creek" or "Tenant") as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Landlord's Premises") upon which is located Landlord's communications tower (the "Tower") and related property.

B. Diamond is the Lessee of the Landlord's Premises pursuant to the Relocation and Site Lease Agreement for Cellular Provider – Diamond Communications with Queen Creek as Lessor ("Site Lease") dated _____, 2023. Queen Creek is the owner of the Landlord's Premises, which is a portion of the "Property" as defined in the "Site Lease". Landlord will be the owner of the Tower to be built on the Landlord's Premises. Queen Creek's rights under this Lease shall survive as and be effective so long as the Site Lease is in force regardless of whether the Prime Lease is terminated or no longer in place.

C. The purpose of this Lease is set forth the agreement between Landlord and Queen Creek under which Queen Creek as "Tenant" has the right to install, operate, maintain and modify certain Public Use Equipment (as defined in the Site Lease) at no cost on the top twenty (20) feet of the Tower, as more specifically described in the Site Lease.

D. ☐ If checked, Landlord also has valid easements needed to provide for access and utilities to the Tower as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Access Easement") and on Exhibit C attached hereto and incorporated herein by reference (the "Utility Easement").

1. Basic Terms: This Lease is made with reference to the following basic terms:

1.1 Effective Date: The Effective Date of the Site Lease.

1.2 Landlord: Octagon Sun Towers, LLC, a Delaware limited liability company.

1.3 Tenant: Town of Queen Creek, an Arizona municipal corporation.

1.4 Leased Space: Space on the Tower for the installation of Tenant's communications equipment more particularly described on Exhibit D attached hereto and incorporated herein by reference and ground space for placement of an equipment shelter or pad for placement of Tenant's additional communications equipment (collectively, "Tenant's Facilities").

1.5 Initial Term: Coextensive with the Site Lease.

1.6 Extended Terms, if any: Coextensive with the Site Lease.

1.7 Rent: $00.00 (Tenant's Facilities incur no rent) ☐ per month OR ☐ per year

1.8	Tenant's Notice Address:	Town of Queen Creek 22358 South Ellsworth Road Queen Creek, Arizona 85142-9311 Attn: Town Manager Email: bruce.gardner@queencreekaz.gov
	With a copy to:	Dickinson Wright PLLC Attn: Scott Holcomb, Esq. 1850 N. Central Ave., Ste. 1400 Phoenix, Arizona 85004 Email: sholcomb@dickinsonwright.com
1.9	Landlord's Notice Address:	Octagon Sun Towers, LLC 57 E Washington Street Chagrin Falls, OH, 44022 Attention: _____

2. Lease of Space. Upon the terms and conditions set forth herein and in the Site Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Space. All of Tenant's rights hereunder are subject to the right of Landlord to grant to others similar leases for space on the Tower at heights below Tenant's Facilities provided such other tenants do not interfere with the signals of Tenant's Facilities. Notwithstanding anything herein to the contrary, this Lease, and all of the terms and provisions herein contained (and the rights and obligations of Landlord and Tenant to one another hereunder) to the extent any of the same conflict or are inconsistent with the terms and provisions of the Site Lease, are subject and subordinate to the Site Lease and the terms and provisions thereof.

3. Access and Utility Easements.

3.1 Access and Utility Easements. Landlord hereby grants Tenant the non-exclusive right to use the Landlord's Premises and the Access and Utility Easements as necessary to access the Leased Space and service Tenant's Facilities twenty-four (24) hours a day, seven (7) days a week, subject to such reasonable rules and regulations as Landlord may impose consistent with the Site Lease.

3.2 Utilities. Tenant may install an electrical current meter on the Leased Space. Tenant shall have the right to run underground utility lines directly or in such a manner as may be reasonably necessary from the utility source to Tenant's Facilities. The cost of such meter and the installation, maintenance and repairs thereof shall be paid by Tenant. Tenant and any utility company providing services to Tenant shall have access to all portions of the Landlord's Premises as is reasonably necessary for the installation, maintenance and/or repair of such utility services provided that such access does not materially interfere with Landlord's or Landlord's other subtenants' normal use of the Landlord's Premises. Tenant shall be responsible for the cost of the utilities it consumes.

4. Term; Holding Over.

4.1 Term. The initial term of this Lease shall be as provided in Section 1.5, commencing on the Effective Date and terminating on midnight on the last day of the term (the "Initial Term").

4.2 Extended Terms. Upon the end of the Initial Term or an Extended Term, unless Tenant is then in default hereunder, this Lease will automatically be extended for an Extended Term (but

not to exceed the total number of Extended Terms specified in Section 1.6) unless Tenant gives notice of its intention to terminate the Lease no less than ninety (90) days prior to the end of the then existing Initial Term or Extended Term.

4.3 Holding Over. If after the end of the last Extended Term, should Tenant remain in possession of the Leased Space without executing a new lease, Tenant shall become a tenant on a month-to-month basis on the same terms and conditions of this Lease and such month-to-month tenancy may continue until either party hereto serves upon the other written notice of its intention to terminate such tenancy with thirty (30) days' prior written notice.

5. Intentionally Deleted.

6. Use. Tenant shall use the Leased Space, the Access Easement and the Utility Easement for the purpose of installing, maintaining, repairing and operating Tenant's Facilities, all in a manner that will not unreasonably interfere with the occupancy of Landlord's other tenants as provided in the Site Lease. No other use shall be permitted without the prior written consent of Landlord.

7. Modifications to Tenant's Facilities. Upon the written approval (Notice to Proceed) of Landlord, Tenant shall have the right, at its sole expense, to relocate or modify Tenant's Facilities. Tenant shall submit to Landlord with each request for such approval, (a) a newly completed description of Tenant's Facilities in the same form as the current Exhibit D and (b) a completed Tower analysis, prepared by the Tower manufacturer or engineering firm approved by Landlord, showing any and all installations, modifications or relocation of any Facilities. The Tower analysis shall also include information demonstrating continued compliance with the Tower manufacturer's warranty requirements, current EIA/TIA standards, any other legal requirements for the Tower, or any other information reasonably requested by Landlord. Following modification to Tenant's Facilities, Tenant shall provide to Landlord, at Tenant's expense, updated, as-built, Tower drawings documenting all installed Tenant's Facilities on the Tower. No modifications to Tenant's Facilities as currently described on Exhibit D to this Lease, including without limitation modifications to amount, type, size or height of Tenant's Facilities or change in the type of service or frequencies used, will be permitted without the prior written approval (Notice to Proceed) of Landlord, which cannot be withheld or delayed if in compliance with the Site Lease.

8. Relocation of Tenant's Facilities. Landlord reserves the right to change the location of Tenant's Facilities on the ground (but not the Tower) upon thirty (30) days' written notice to Tenant to accommodate the communications equipment of Landlord's other subtenants on the condition that Landlord provides to Tenant another space on the ground that is reasonably acceptable to Tenant and provides Tenant with temporary power and connectivity to avoid any outages. Tenant shall relocate Tenant's Facilities, at Landlord's expense, within ninety (90) days of receipt of any such notice from Landlord.

9. Insurance. Tenant shall, at its expense, maintain during the Initial Term and any Extended Term, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars ($1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars ($500,000.00) for damage to or destruction of property in any one occurrence. Landlord shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements. Tenant may carry said insurance under a blanket policy. Tenant shall deliver to Landlord, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to Landlord.

10. Termination. Without limiting any other termination rights set forth in this Lease, this Lease may be terminated by Tenant for any reason upon sixty (60) day’s advance written notice from Tenant to

Landlord. In addition to other Landlord rights of termination, Landlord may terminate this Lease upon thirty (30) days' notice to Tenant in the event Landlord loses its right to Landlord's Premises due to an unexpected termination of the ground lease through no fault of Landlord.

11. Defaults and Remedies:

(a) Notwithstanding anything in this Lease to the contrary, neither Landlord or Tenant shall be in default under this Lease for failure to perform any obligation under this Lease until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Lease if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(b) Should Landlord or Tenant breach any material term or covenant in this Lease or fail to perform any obligation under this Lease and such breach shall continue uncured thirty (30) days following the receipt of written notice as provided in Section 11(a) above, the non-breaching party may terminate this Lease effective upon receipt of written notice by the breaching party or, at its option, cure such default; provided, however, where any such breach cannot reasonably be cured within thirty (30) days, the breaching party shall not be deemed to be in default under this Lease if the breaching party commences to cure such breach within said thirty (30) day period and thereafter diligently pursues such cure to completion.

12. Taxes. Tenant shall be responsible for the reporting and payment when due of any tax related to Tenant's ownership or operation of Tenant's Facilities and such reporting and payment shall be made directly to the appropriate taxing authority. Within thirty (30) days after receipt of reasonably satisfactory documentation, Tenant shall also pay, if applicable, (a) any of Landlord's taxes (other than income taxes) or assessments attributable to Tenant's Facilities or Tenant's operations on the Leased Space and (b) Tenant's pro rata share (as reasonably calculated by Landlord) of any taxes, assessments or expenses incurred by Landlord with regard to the use, ownership or operations of the Landlord's Premises and the Tower including any taxes, assessments or expenses incurred by Landlord as a result of any change of law, rule or regulation after the Effective Date.

13. Tests. Throughout the Initial Term and any Extended Term, Tenant shall have the right, with the consent of Landlord, which consent shall not be unreasonably withheld, to conduct tests and any other investigations Tenant deems necessary for the operation, maintenance, repair, and replacement of Tenant's Facilities.

14. Landlord's Covenants. Landlord covenants that during the term of this Lease it shall:

(a) maintain the Tower and surrounding area in a safe condition;

(b) be responsible for compliance with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commissions (the "FCC") and the Federal Aviation Administration.

(c) except as otherwise set forth in this Lease, take no action which would adversely affect the Tenant's use of the Leased Space;

(d) upon Tenant's performance of its covenants, ensure Tenant's quiet use and enjoyment of the Leased Space, subject, if Landlord leases the Landlord's Premises, to all of the terms and conditions of the ground lease for the Landlord's Premises, a copy of which, if any, is attached hereto as Exhibit E and incorporated herein by reference; and

(e) remain in compliance with the terms and conditions of the Site Lease as applicable to Landlord, the Tower and the Landlord's Premises.

15. Tenant's Covenants. Tenant covenants that Tenant's Facilities, and all installation, operation and maintenance associated therewith, will:

(a) perform all work and conduct all operations in a good and workmanlike manner, in compliance with all applicable laws, rules and regulations and without creating the possibility that liens will attach to the Landlord's Property;

(b) in no way damage Landlord's Tower, Landlord's Premises or any other structure or accessories thereto, normal wear and tear excepted;

(c) not in any manner interfere with Landlord's or any Tower User's (as defined herein) operations, including without limitation, its operation of equipment, authorized frequency spectrum or signal strength. "Tower User" shall mean a user who has commenced a lease, license or other similar agreement with Landlord for use of the Tower and/or Landlord's Premises. In the event there is interference, Landlord shall have a third party, chosen jointly by Landlord and tenant, evaluate such interference problems. In the event such third party determines that Tenant's Facilities are interfering with the operation of Landlord's or a Tower User's equipment, authorized frequency spectrum or signal strength, Tenant shall immediately take all steps recommended by such third party necessary to eliminate the interference including, if required, cutting off power to the objectionable equipment. If Tenant cannot immediately eliminate the interference, Tenant will remove or cease operation of the objectionable equipment. In the event Tenant ("Changing Party") modifies, relocates, adds, or changes Tenant's Facilities in any way ("Facility Changes") after the Effective Date hereof and the third party reasonably determines, that Tenant's Facility Changes are interfering with the operation of Landlord's or any user's equipment, authorized frequency spectrum or signal strength, Tenant, as Changing Party, shall immediately take all steps recommended by such third party necessary to eliminate the interference including, if required, cutting off power to the Facility Changes. If the Changing Party cannot immediately eliminate the interference, Changing Party will remove or cease operation of the Facility Changes. Additionally, Tenant shall not interfere with Landlord's use of the Tower, the provision of services to Landlord's customers, or the use of the Tower by other users. Such interference shall be deemed a material breach of this Lease.

(d) not interfere with the maintenance of Landlord's Tower or Tower lighting system, if any;

(e) identify Tenant's Facilities with metal tags fastened securely to its bracket on the Tower and to each transmission line;

(f) comply with all federal, state and locate laws, rules and regulations governing Tenant's Facilities including, without limitation, those of the FCC relating to radio frequency emissions;

(g) upon expiration or termination of this Lease, remove all of Tenant's Facilities from the Landlord's Premises and restore the Leased Space to its original condition, normal wear and tear excepted. In the event Tenant does not remove Tenant's Facilities at the time of expiration or termination of this Lease, Landlord shall have the right to remove, store and/or dispose of Tenant's Facilities, at Tenant's sole expense, and Tenant shall reimburse Landlord for such expenses upon demand. If Landlord removes Tenant's Facilities, Landlord shall not be responsible for any damage to Tenant's Facilities during the removal, storage or disposal thereof. Tenant's Facilities shall be and remain the sole and exclusive personal property of Tenant, subject to Landlord's rights under this Section 15 (g).

16. Assignment. Tenant may assign, transfer, or sublet all or any part of the Leased Space or permit the use of the Leased Space or of Tenant's Facilities to or by other government entities or contractors providing Queen Creek or government services. Without the prior written consent of Landlord, Tenant may not assign, transfer, sublet, mortgage or otherwise encumber all or any part of the Leased Space or permit the use by others of the Leased Space or of Tenant's Facilities for other purposes.

17. Condemnation or Taking; Damage or Destruction. In the event that any governmental, quasi-governmental agency or other public body exercises its power of eminent domain and thereby takes all or part of Landlord's Premises or the Leased Space, or in the event of any damage to or destruction of the Landlord's Premises or the Leased Space, which renders the Landlord's Premises or Tenant's Facilities inoperable or unusable thereby making it physically or financially unfeasible, as determined by either party in its sole discretion, for the Landlord's Premises or the Leased Space to be used in the manner it was intended to be used by Landlord or Tenant under this Lease, either party shall have the right to terminate this Lease effective as of the date the condemning agency takes possession or as of the date of the damage or destruction, as the case may be, and the rental shall be equitably prorated. If only a portion of Landlord's Premises or the Leased Space is taken by eminent domain, damaged or destroyed, and this Lease is not terminated by one of the parties, then this Lease shall continue.

18. Consents and Approvals. Tenant shall maintain the permits necessary for Tenant's Facilities. Upon execution of this Lease, Landlord agrees to cooperate with Tenant in all respects in connection with any application made by Tenant to any governmental authority for any license, permit or approval or renewal thereof. Procurement of licenses, permits and/or approvals necessary for the construction, maintenance and operation of Tenant's Facilities shall be made at Tenant's expense, and Landlord shall have no obligations with respect thereto.

19. Estoppel Certificates, Acknowledgment of Rights, and other Similar Documents. Landlord and Tenant each agree that each will from time to time, within ten (10) days after request by the other party, execute and deliver an estoppel certificate, acknowledgement of rights or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant certifying that (a) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (b) stating the dates to which charges payable hereunder have been paid; (c) stating that the other party is not in default hereunder (or if there is a default stating the nature of such alleged default); and (d) acknowledging the rights of the other party to this Lease, and further stating such other matters as the parties shall reasonably require.

20. Environmental Matters. Landlord and Tenant each covenant and agree that it shall not generate, store, treat, transport, handle, dispose of, or release any hazardous substance or solid, liquid, or gaseous waste on or around Landlord's Premises or the Leased Space in a manner that would give rise to any material liability under any statute or governmental regulation and will indemnify the other from and against any loss, damage, or injury caused to the other party due to a violation of this covenant.

21. Notices. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in Section 1.8 and 1.9 above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 21.

22. Entire Agreement and Binding Effect. This Lease, the Site Lease, and any attached Exhibits constitute the entire agreement between Landlord and Tenant. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

23. Due Authorization. If Landlord or Tenant is a corporation, partnership or limited liability company, the undersigned of each represents that he or she is a duly authorized to execute this Lease and bind Landlord to the terms hereof.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

25. Memorandum of Lease. Upon request of Tenant, Landlord agrees, following the execution of this Lease, to execute a short form of Memorandum of Lease in compliance with the laws of the state in which the Leased Space are located. Tenant, at its sole expense, shall have the right to file the Memorandum of Lease of record in the county and state where the Leased Space is located.

26. Time is of the Essence. Time is of the essence of this Lease and each and all of its provisions.

27. Governing Law. This Lease shall be construed and governed in accordance with the laws of the state in which the Landlord's Premises is located.

28. Severability. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

29. Waiver. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

30. Conflict of Interest. Conflict of Interest; Israeli Boycott; Uyghur Boycott. Pursuant to the provisions of Arizona Revised Statutes § 38-511, Tenant may cancel this Lease, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of Tenant becomes, within at any time while this Lease, or any extension hereof is in effect, an employee of Landlord in any capacity or a consultant to Landlord with respect the subject matter of the contract. Landlord certifies to Tenant that it is not currently engaged in, and agrees for the duration of this Lease not to engage in, a boycott of Israel as defined in A.R.S. § 35-393. Landlord also certifies to Tenant that it does not currently, and agrees for the duration of this Lease that it will not, use the forced labor of ethnic Uyghurs in the People’s Republic of China, any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, or 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, and will abide by all requirements set forth in A.R.S. § 35-394.

[Signatures are on the following page]

Executed by the parties' duly authorized representatives as of the Effective Date.

LANDLORD:

_____, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the Effective Date.

TENANT:

Town of Queen Creek:

By: _____
Julia Wheatley, Mayor

Approval of Contract Administrator:

By: _____
Bruce R. Gardner, Town Manager

Attest:

By: _____
Maria Gonzalez, Town Clerk

Reviewed as to form:

By: _____
Dickinson Wright PLLC
Attorneys for the Town

[CONFORM ACKNOWLEDGMENTS FOR STATE IN WHICH THE LEASED PREMISED ARE LOCATED]

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify this _____ day of _____, 20___, that Julia Wheatley, as Mayor of The Town Of Queen Creek has signed the foregoing instrument and, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he, with full authority, executed the same voluntarily for and as the act of the limited liability company. She is ( ) personally known to me OR ( ) has produced sufficient identification.

_____
Notary Public
Print Name: _____

(SEAL)

STATE OF ARIZONA)
) SS:
COUNTY OF MARICOPA)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify this _____ day of _____, 20___, that _____, as _____ of _____, has signed the foregoing instrument and, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he, with full authority, executed the same voluntarily for and as the act of the company. He is ( ) personally known to me OR ( ) has produced sufficient identification.

_____
Notary Public
Print Name: _____

(SEAL)

EXHIBITS AND SCHEDULES

EXHIBITS

Legal Description of Landlord's Premises	A
Legal Description of Access Easement	B
Legal Description of Utility Easement	C
Description of Tenant's Facilities	D
Copy of Ground Lease, if any	E

EXHIBIT A

LEGAL DESCRIPTION OF LANDLORD'S PREMISES

EXHIBIT B

LEGAL DESCRIPTION OF ACCESS EASEMENT

EXHIBIT C

LEGAL DESCRIPTION OF UTILITY EASEMENT

EXHIBIT D

DESCRIPTION OF TENANT'S FACILITIES

Tenant Name:			
Type of Service:			
Site Name:			
Site #:			
Address:			
Latitude:			
Longitude:			
Structure Type:			
Structure Height:			

ANTENNA INFORMATION

	Sector A	Sector B	Sector C
Desired RAD Center (Feet AGL):			
Antenna Quantity			
Antenna Manufacturer			
Antenna Model (Attach Spec Sheet)			
Weight (per antenna)			
Antenna Dimensions			
ERP (watts)			
Antenna Gain			
Orientation / Azimuth			
Mechanical Tilt			
Channels			
Tower Mount Description / Dimensions			
Tower Mount Weight			
Tower Mount Mounting Height			
Transmit Frequency			
Receive Frequency			
TMA Quantity			
TMA Manufacturer			
TMA Model (Attach Spec Sheet)			
Weight (per TMA)			
TMA Dimensions			
# of Coax Cables (PER ANTENNA)			
Diameter of Coax Cables			

GROUND SPACE INFORMATION

Cabinet or Shelter Manufacturer and Model	
Cabinet or Shelter Dimensions	
Total Ground Space Required for Foundation	

POWER INFORMATION

Required Voltage and Total Amperage (if using Landlord's shelter)	AC Power	Amps

EXHIBIT D (continued)

GROUND SPACE DRAWING

EXHIBIT E

COPY OF GROUND LEASE, IF ANY

If no Landlord's Premises is owned, write "NONE"

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

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

RE: **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT #1 TO DELEGATION RESOLUTION # 1537-23 AUTHORIZING AND DIRECTING THE TOWN MANAGER AND/OR CAPITAL IMPROVEMENT PROJECTS DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS, AND/OR AGREEMENTS RELATED TO CONSTRUCTION AND COMPLETION OF THE QUEEN CREEK PUBLIC SAFETY SUPPORT FACILITY (CIP PROJECT NO. MF019) INCREASING THE TOTAL RESOLUTION AMOUNT BY $653,117 FOR A TOTAL AMENDED RESOLUTION NOT TO EXCEED $44,124,228 AND A RELATED BUDGET ADJUSTMENT TOTALING $653,117 FROM CIP CONTINGENCY.**

DATE: **November 1, 2023**

Suggested Action:

Move to approve Amendment #1 to Delegation Resolution #1537-23 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of the Queen Creek Public Safety Support Facility (CIP Project No. MF019) increasing the total Resolution amount by $653,117 for a total amended Resolution not to exceed $44,124,228 and a related budget adjustment totaling $653,117 from CIP contingency.

Relevant Council Goal(s):

Superior Infrastructure - Capital Improvement Program

Discussion:

On January 9, 2023, the Town purchased the Barney Sports Complex for $11.2 million to convert and renovate the existing facility into a new Public Safety Complex for the Queen Creek Police Department (QCPD) and the Queen Creek Fire and Medical Department (QCFMD).

On April 5, 2023, Council approved a design services contract with Arrington Watkins Architects for architectural and engineering services to begin the renovation project.

On June 22, 2023, the Town issued a Request for Qualifications (RFQ) to competitively solicit for Construction Manager at Risk (CMAR) construction services to incorporate the approved design and perform the full renovation of this recently acquired facility.

On September 20, 2023, Council approved Delegation Resolution 1537-23 for the Queen Creek Public Safety Support Facility (CIP Project No. MF019). The project will renovate the 65,000 square foot Barney Family Sports Complex and the surrounding parking areas will accommodate multiple critical needs for QCPD and QCFMD. Functions at the facility will include property and evidence storage, a vehicle impound lot, additional office and training spaces, fire apparatus maintenance bays, and

maintenance and storage areas for various fire equipment and supplies. The design will also include an approximately 1,350 square foot new area for the K-9 Facility and Fire Training Tower on the north end of the property, as well as significant site improvements for vehicular mobility, specialty use and parking and reserved space for a future shooting range.

The QCPD Master Plan identified the design and construction of a new shooting range under the future Public Safety Complex 2 project, which is included in the CIP five-year plan. Staff evaluated the required real estate purchase for this effort and determined it was more cost effective to construct it on the Barney Sports Complex or Queen Creek Public Safety Support Facility site. Additional cost efficiencies also include the shared space, utilities and access. Amendment #1 provides seamless design services to move forward with the new shooting range under the design contract of the larger project already in progress with Arrington Watkins Architects. Staff will request a future amendment to include the construction of the shooting range under the CMAR construction services contract recently awarded to FCI Constructors.

A summary of items under the proposed Amendment #1 project budget is included under Exhibit 1.

If Amendment #1 to Delegation Resolution #1537-23 is approved, construction is anticipated to start March 2024 and the project is expected to be completed in November 2025.

Fiscal Impact:

See the attached Fiscal Impact Table

Alternatives:

The Town Council may decide not to approve Amendment #1 to Delegation Resolution #1537-23 in order to re-prioritize capital projects. If the resolution is not approved, design and construction of the new Shooting Range will be delayed and costs for design and construction would increase. Additionally, if work is performed at a later date, there would be substantial disruption to an active, highly secure site.

Attachment(s):

1. DR1537-23 Amendment 1 Fiscal Impact Table.pdf
2. Delegation Resolution 1537-23 Amendment 1 Project Site Exhibit.pdf
3. Delegation Resolution 1537-23 Amendment 1.pdf
4. Delegation Resolution 1537-23 Amendment 1 Exhibit 1.pdf

Fiscal Impact:

The budget for the design and construction of the shooting range was originally included in the year 2 of the CIP five-year plan. In order to incorporate its design with the Queen Creek Public Safety Support Facility (CIP Project No. MF019) design contract already underway, a budget adjustment totaling $653,117 from the FY 2023/24 CIP Contingency is required. The following table summarizes the proposed amendment to Delegation Resolution #1537-23 and the updated project cost.

Project	Previously Approved Property Puchase	Previously Approved Contracts	Original DR #1537-23 Sept 20, 2023	Proposed Amendement #1	Total Project Cost
QC Public Safety Support Facility (MF019)	11,156,375	2,641,240	43,471,111	653,117	57,921,843

Staff expects to fund the construction costs of the Public Safety Support Facility from a future excise tax bond issue that will be presented to the Town Council later this calendar year. The funding sources for repayment of the debt will be a combination of Police and Fire Impact Fees and the Operating Budget.

CIP Project MF019 Public Safety Support Facility



RESOLUTION NO 1537-23. (AMENDMENT 1)

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING RESOLUTION RESOLUTION #1537-23 AND AUTHORIZING AND DIRECTING THE TOWN MANAGER, AND/OR CAPITAL IMPROVEMENT PROJECTS DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS AND AGREEMENTS RELATED TO THE QUEEN CREEK PUBLIC SAFETY SUPPORT FACILITY (CIP PROJECT No. MF019).

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements to complete the Queen Creek Public Safety Support Facility (CIP Project No. MF019) (the "Project"), as more specifically described in the Staff Report presented to the Council in support of this Resolution, and the summary of items included in the Project set forth in Exhibit 1 attached hereto, both of which are incorporated herein by this reference; and

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

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

WHEREAS, spending authority for the Project was approved by the Town Council in Resolution #1537-23 establishing the project budget on September 20, 2023; and approving 1521-23 adopting the FY2023/24 budget.

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

Section 1: That the total Resolution amount is amended and hereby affirmed to be $44,124,228 and the total authorized budget amount for the Project is amended and hereby affirmed to be $57,921,843.

Section 2: That the Town Manager has the authority to sign and enter into, on the Town's behalf, individual contracts, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.

Section 3: That the Capital Improvement Projects Director has the authority to sign and enter into, on the Town's behalf, individual contracts and/or agreements valued at less than $100,000, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.

Section 4: That the Town Manager, Capital Improvements Projects Director and Town Attorney are authorized to sign such documents in such form as is finally approved and take such actions as are reasonably necessary to effectuate the terms of the contracts, services, and/or agreements.

Section 5: This delegation of signature authority shall remain in force until the Project is delivered, completed, and placed into service, or until revoked by a subsequent, validly passed resolution of the Town Council.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 1st day of November, 2023.

FOR THE TOWN OF QUEEN CREEK:	ATTESTED TO:
Julia Wheatley, Mayor	Maria Gonzalez, Town Clerk
REVIEWED BY:	APPROVED AS TO FORM:
Bruce Gardner, Town Manager	Dickinson Wright, PLLC Town Attorneys

Resolution #1537-23
Exhibit 1

MF019 Queen Creek OPublic Safety Support Facility		Estimated Cost	10% Contingency	Extended Cost
DESIGN	Design Services Contract with Arrington Watkins (actual)	$2,253,259	$225,326	$2,478,585
	Post Design Services Contract with Arrington Watkins (estimated)	$922,215	$92,222	$1,014,437
	MF011 Perlman Architects Design - Completed	$162,655		$162,655
	Design and Post Design Services Change Order 1 with Arrington Watkins for Shooting Range (actual)	$653,117		$653,117
	Proposed Design Subtotal	$3,991,246	$317,547	$4,308,794
UTILITIES	SRP - Upgrade and Add Service	$400,000	$40,000	$440,000
	SW Gas - New Service	$97,500	$9,750	$107,250
	Proposed Utilities Subtotal:	$497,500	$49,750	$547,250
REAL ESTATE	Property Acquisition - Completed	$11,146,375		$11,146,375
	Property Title - Completed	$10,000		$10,000
	Proposed Real Estate Subtotal:	$11,156,375		$11,156,375
CONSTRUCTION	CMAR Construction Services	$38,099,477	$3,809,948	$41,909,425
	Proposed Construction Subtotal	$38,099,477	$3,809,948	$41,909,425
	Previously Approved Property Purchase and Approved Contracts	***$13,572,289***	***$225,326***	***$13,797,615***
	Project Costs Under Requested Delegation Resolution #1537-23	***$40,172,309***	***$3,951,919***	***$44,124,228***
	Total Project Cost			***$57,921,843***
	Delegation Resolution Net Request			**$44,124,228**

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 1544-23 AUTHORIZING AND DIRECTING THE TOWN MANAGER AND/OR CAPITAL IMPROVEMENT PROJECTS DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS, AND/OR AGREEMENTS RELATED TO CONSTRUCTION AND COMPLETION OF SCHNEPF ROAD WATERLINE COMBS ROAD TO HASHKNIFE DRAW ROAD (CIP PROJECT NO. WA270) IN AN AMOUNT NOT TO EXCEED $2,610,760 AND RELATED BUDGET ADJUSTMENTS TOTALING $2,609,005 FROM CIP CONTINGENCY.**

DATE: **November 1, 2023**

Suggested Action:

Move to approve Delegation Resolution 1544-23 authorizing and directing the Town Manager and/or Capital Improvement Projects Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of Schnepf Road Waterline Combs Road to Hashknife Draw Road (CIP Project No. WA270) in an amount not to exceed $2,610,760 and related budget adjustments totaling $2,609,005 from CIP Contingency.

Relevant Council Goal(s):

Superior Infrastructure - Capital Improvement Program

Discussion:

On September 16 2020, Town Council approved the On Call Project Order 14, Town Contract 2017-037, with Hilgartwilson Engineering for design services for the new Schnepf Road Waterline between Combs Road and Hashknife Draw Road. The new waterline will provide needed water system connectivity for the area and will provide water service to areas along Schnepf Road south of Combs Road. The connectivity will aid in helping the Town move water more efficiently throughout the system and to provide water for customer demand.

This request is to accelerate a portion of the construction within the limits of a roadway project being undertaken by Pinal County. The design plans cover more waterline improvements than this construction however, due to budgetary restrictions and timing it is imperative that this shorter segment of waterline be installed now. Actual waterline construction under this authorization is anticipated to be approximately 1,800 linear feet and associated appurtenances and pavement patching.

On November 4, 2020, the Town Council approved Delegation Resolution 1365-20 providing authorization for twelve individual projects totaling $9,654,769. This project, WA270 - 16" water on Schnepf from Combs Road to Hashknife Draw Road was included as a part of that Delegation Resolution and was funded at $1,039,632. Of those funds, $322,234.21 was expended on design and

some construction activities. This Delegation Resolution No.1544-23 in the amount of $2,610,760 will replace the unspent portion of Delegation Resolution No. 1365-20 relating to project WA270.

The project expenditure authority under this delegation resolution is $2,610,760. This budget includes funding for design (previously authorized), construction, staking, record drawings, public outreach services, quality assurance services, permits and other necessary project components required prior to and during construction. A general summary of items included in the proposed project budget are included in the attached Delegation Resolution #1544-23 as Exhibit 1.

If Delegation Resolution #1544-23 is approved, construction is anticipated to start December 2023, and the project is expected to be completed in March 2024.

Fiscal Impact:

See the attached Fiscal Impact.

Alternatives:

1. The Town Council may decide not to approve Delegation Resolution #1544-23 i n order to re-prioritize capital projects. If the resolution is not approved, the project construction schedule will be delayed and costs will significantly increase as newly constructed pavement will need to be cut, removed and replaced with later construction.
2. The Town Council may decide to approve only a portion of the project resulting in a phased construction approach. The minimum cost effective phasing would require the portion under the proposed Pinal County work to be constructed at this time. This would be approximately 1,400 linear feet.
3. The Town Council may direct staff to work on and find other solutions to complete this project at a later date. This option would incur cost increases as construction inflation and related costs have been increasing significantly in Arizona over the past two years and have not shown abatement.

Attachment(s):

1. DR1544-23 Fiscal Impact.pdf
2. WA270 Site Exhibit.docx.pdf
3. Delegation Resolution 1544-23 CIP WA270 Schnepf Road Waterline.pdf
4. Delegation Resolution 1544-23 Exhibit 1.pdf

Fiscal Impact:

The Schnepf Road Waterline Combs to Hashknife (CIP Project No. WA270) has some minor funding available in the FY 2023/24 CIP Budget, and in order to fully fund the construction of the waterline a budget adjustment totaling $2,609,005 from the FY 2023/24 CIP Contingency is needed as outlined in the table below:

Previously Approved Contracts	Requested DR 1544-23	Total Project Cost	FY 2023/24 Availble Budget	FY 2023/24 Budget Adjustment from Contingency
$ 350,039	$ 2,610,760	$ 2,960,799	$ 1,755	$ 2,609,005

The funding sources for this project are a combination of growth funding paid by capacity fees (80%) and non-growth funding paid by utility rates (20%).

WA270 Schnepf Road Waterline Combs-Hashknife

Project Site Exhibit



RESOLUTION NO. 1544-23

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AUTHORIZING AND DIRECTING THE TOWN MANAGER, AND/OR CAPITAL IMPROVEMENT PROJECTS DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS AND AGREEMENTS RELATED TO THE WA270 SCHNEPF ROAD WATERLINE COMBS – HASHKNIFE.

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements to complete the WA270 Schnepf Road Waterline Combs – Hashknife (the "Project"), as more specifically described in the Staff Report presented to the Council in support of this Resolution, and the summary of items included in the Project set forth in Exhibit 1 attached hereto, both of which are incorporated herein by this reference; and

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

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

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

Section 1: That the total Resolution amount is affirmed to be $2,610,760 and the total authorized budget amount for the Project is hereby affirmed to be $2,610,760.

Section 2: That the Town Manager has the authority to sign and enter into, on the Town's behalf, individual contracts, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.

Section 3: That the Capital Improvement Projects Director has the authority to sign and enter into, on the Town's behalf, individual contracts and/or agreements valued at less than $100,000, up to an aggregate limit of the total authorized budget amount, for the completion of the Project.

Section 4: That the Town Manager, Capital Improvements Projects Director and Town Attorney are authorized to sign such documents in such form as is finally approved and take such actions as are reasonably necessary to effectuate the terms of the contracts, services, and/or agreements.

Section 5: This delegation of signature authority shall remain in force until the Project is delivered, completed, and placed into service, or until revoked by a subsequent, validly passed resolution of the Town Council.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this First day of November, 2023.

FOR THE TOWN OF QUEEN CREEK:

Julia Wheatley, Mayor

ATTESTED TO:

Maria Gonzalez, Town Clerk

REVIEWED BY:

Bruce Gardner, Town Manager

APPROVED AS TO FORM:

Dickinson Wright, PLLC
Town Attorneys

Delegation Resolution # 1544-23
Exhibit 1

	WA270 Schnepf Road Waterline Combs-Hashknife	Estimated Cost	10% Contingency	Extended Cost
Design	Hilgartwilson	$47,850.00	$4,785.00	$52,635.00
	Proposed Utilities Subtotal:			
REAL ESTATE				
	Proposed Real Estate Subtotal:			
CONSTRUCTION	Waterline Construction & Staking	$2,253,568.00	$225,357.00	$2,478,925.00
	Permits	$24,000.00	$2,400.00	$26,400.00
	QA Testing	$24,000.00	$2,400.00	$26,400.00
	Public Outreach	$24,000.00	$2,400.00	$26,400.00
	Proposed Construction Subtotal			
MISC. EXPENSES				
	Propsed Misc. Expense Subtotal:			
ADD/EDIT CATEGORIES AS NEEDED				
	Total Project Budget Requested	***$2,373,418.00***	***$237,342.00***	***$2,610,760.00***
	FY2023/23 Available Project Budget			***$1,755.00***
	Additional Funding Required			***$2,609,005.00***
	Delegation Resolution Request			**$2,610,760.00**

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

FROM: **SCOTT A HOLCOMB, TOWN ATTORNEY**

RE: **CONSIDERATION AND POSSIBLE ADOPTION OF ORDINANCE 823-23, AMENDING THE QUEEN CREEK TOWN CODE CHAPTER 8, ARTICLE 8-1, BUSINESS LICENSE, SECTION 8-1-2 AND ARTICLE 8-6, SHORT-TERM RENTALS AND VACATION RENTALS; AND AMENDING CHAPTER 9 BY AMENDING SECTION 9-2-13 SHORT-TERM RENTAL OFFENSES.**

DATE: **November 1, 2023**

Suggested Action:

Move to adopt Ordinance 823-23, Amending the Queen Creek Town Code Chapter 8, Article 8-1, Business License, Section 8-1-2 and Article 8-6, Short-Term Rentals and Vacation Rentals; and Amending Chapter 9 By Amending Section 9-2-13 Short-Term Rental Offenses.

Discussion:

At the October 18, 2023 Town Council meeting the Council adopted a Motion of Direction as provided for under Section VII(C) directing Town Staff to:

1. Amend the Queen Creek Town Code, Article 8-1 to remove the requirements and fees for short-term rental licenses to be issued by the Town.
2. Amend Town Code Article 8-6 to:
    a. Require a one-time (not annual) registration for short-term and vacation rentals in the Town;
    b. Provide that the registration be issued by the Town without payment of a fee;
    c. Maintain the requirements to provide contact information as provided in Section 8-6-4;
    d. Maintain the requirements to comply with the law and prohibited acts under subsections 8-6-5(A) and (B);
    e. Maintain the Penalties under Section 8-6-7;
    f. Maintain the Judicial Relief under Section 8-6-9; and
    g. Maintain the Severability under Section 8-6-10.
3. Repeal Section 9-2-13 related to operating a short-term rental without a license. And,
4. Make other necessary amendments to the Town Code to effectuate the intent of the foregoing provisions.

Ordinance 823-23 represents the effort by Town Staff, through the Town Attorney, to effectuate the Council's direction, including the clarifications from the Council's discussions at the meeting. To that end, in the attached Ordinance Town Code Section 9-2-13 is amended, not repealed, to reference registration instead of licensing. Section 9-2-13 does not impose additional or increase penalties, but provides a cross-reference for enforcement under the Violations Chapter of the Town Code (as is done throughout Chapter 9).

Fiscal Impact:

The fiscal impact of adopting the Ordinance is that the Town will not collect the annual short-term

rental license fees provided under the current Town Code.

Alternatives:

The Council could:

- Not approve the Ordinance or take no action, in which case the Town Code and short-term rental licensing requirements would not change;
- Amend the proposed Ordinance; or
- Provide further direction to staff.

Attachment(s):

1. Ordinance 822-23.docx

ORDINANCE 822-23

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE QUEEN CREEK TOWN CODE CHAPTER 8, ARTICLE 8-1, BUSINESS LICENSE, SECTION 8-1-2 AND ARTICLE 8-6, SHORT-TERM RENTALS AND VACATION RENTALS; AND AMENDING CHAPTER 9 BY AMENDING SECTION 9-2-13 SHORT-TERM RENTAL OFFENSES

WHEREAS, A.R.S. § 9-500.39, as amended, allows the Town to regulate the business of short-term and vacation rentals within the Town subject to limitations set forth in the statute; and

WHEREAS, the Town Council adopted Ordinance 805-22 enacting reasonable regulations for short-term rentals and vacation rentals by making certain changes to Town Code Chapter 8, Article 8-1, Business License and Adding Article 8-6, Short-Term Rentals and Vacation Rentals, and Amending Chapter 9 By Adding A New Section 9-2-13 Short-Term Rental Offenses, and Moving Section 9-2-13 To 9-2-14 (collectively the "Short-Term Rental Regulations"); and

WHEREAS, the Town Council has determined that it is not necessary at this time to require a business license and corresponding licensing fees for short-term and vacation rentals within the Town, but maintaining the requirements to provide contact information through registration with the Town and prohibitions against certain illegal activities through amendment of the Short-Term Rental Regulations is in the best interest of the Town at this time.

WHEREAS, A.R.S. § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full;

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

Section 1. The Queen Creek Town Code, Section 8-1-2, Application and Issuance, Subsection C, is deleted in its entirety and Section 8-1-2 Subsections D through F are renumbered C through E.

Section 2. The Queen Creek Town Code, Section 8-1-10 Business License Fees, is deleted in its entirety to remove references to "short-term rental operators" and replaced with the following:

Section 8-1-10 Business License Fees

Initial application for providers of services, wholesalers and manufacturers with a fixed place of business within the town limits	$60
Initial application for retail merchants, restaurants, bars, contractors and rental of real and personal property with a fixed place of business within the town limits, persons engaging in the sale or rental of real estate, and mobile food vendors	$60
Initial application for Wholesalers, manufacturers and providers of services without a fixed place of business within the town limits	$60

Initial application for Retail merchants, etc. (as above) without a fixed place of business within the town limits	$60
Renewal fee for all businesses within the town limits	$40/year
Renewal fee for all businesses without a fixed place of business within the town limits	$60/year
Liquor license – all license types (issued January)	$200/calendar year

Section 3. The Queen Creek Town Code, Article 8-6, Short-Term Rentals and Vacation Rentals, is amended as set forth in Exhibit A hereto and Exhibit A is declared to be a public record, and is adopted and incorporated herein by this reference.

Section 4. The Queen Creek Town Code, Section 9-2-13, Short-Term Rentals, is amended as set forth in Exhibit A hereto.

Section 5. The repeal of the Article, Sections and Subsections set forth above does not affect the rights and duties that matured, or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

Section 6. If any section, subsection, clause, phrase or portion of this Ordinance or any part of these amendments to the Town Code is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 7. At least one paper copy and one electronic copy of this ordinance and exhibits are to be filed in the office of the Town Clerk.

PASSED AND ADOPTED BY the Common Council of the Town of Queen Creek, Arizona, this 1st day of November 2023.

FOR THE TOWN OF QUEEN CREEK:

Julia Wheatley, Mayor

ATTESTED TO:

Maria Gonzalez, Town Clerk

REVIEWED BY:

Bruce Gardner, Town Manager

APPROVED AS TO FORM:

Dickinson Wright, PLLC
Town Attorneys

EXHIBIT A

[Deletions shown in ~~strikethrough~~ and additions in ALL CAPITALS]

ARTICLE 8-6. SHORT-TERM RENTALS AND VACATION RENTALS

8-6-1 Purpose.

8-6-2 Definitions.

8-6-3 ~~License~~ Registration Required; Penalties.

8-6-4 Emergency Point of Contact Requirements; Penalties.

8-6-5 Compliance with the Law; Prohibited Uses.

8-6-6 ~~License~~ REGISTATION Suspensions.

8-6-7 Penalties.

8-6-8 Appeals.

8-6-9 Judicial Relief.

8-6-10 Severability.

8-6-1 Purpose.

This Article is adopted to protect the health, safety, and welfare of the Queen Creek community by enacting reasonable regulations for short-term rentals and vacation rentals. These regulations are in addition to other codes of the Town.

8-6-2 Definitions.

In this Article, unless the context or definitions in A.R.S. § 9-500.39 indicate otherwise, the following terms or phrases are defined as follows:

"Advertisement" means any method of soliciting the use of property for vacation rental purposes.

~~**"Applicant"** means the owner or owner's designee who applies with the Town for a license or renewal of a license.~~

"Days" shall mean calendar days unless stated otherwise.

"Designee" and **"Agent"** are interchangeable for purposes of this Article and mean any person or persons with the charge, care, or control of any property, dwelling unit, or portion thereof. "Designee" includes the "emergency point of contact."

"Emergency point of contact" means the owner or individual designated by the owner to: (i) serve as the local twenty-four (24) hour emergency point of contact for the vacation rental; and (ii) respond to complaints and emergencies relating to the vacation rental in a timely manner as required by this Article.

"~~License~~ REGISTRATION" means authorization by the Town to operate a vacation rental in accordance with this Article.

"Nonresidential use" means any use that is not permitted in a residential zoning district pursuant to a Town zoning ordinance. Nonresidential use includes banquets, wedding venues, event venues, day cares, restaurants, health clubs, arts and craft boutiques, swap meets and other similar nonresidential uses.

"Online Lodging Marketplace" has the same meaning prescribed in A.R.S. § 42-5076.

"Owner" means any person who, alone or with others, has title or interest in a property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and includes any person who as agent, executor, administrator, trustee, or guardian has charge, care, or control of any property, dwelling unit, or portion thereof.

"Person" means an individual, public entity, firm, corporation, partnership, limited liability company, trust, association, or any other business entity or juridical person, whether operating on a for-profit or nonprofit basis.

"Short-Term rental" and **"vacation rental"** are interchangeable for purposes of this Article and mean any individually or collectively owned single-family or one-to-four-family house or dwelling unit, or any unit or group of units in a condominium or cooperative, that is also a transient public lodging establishment or owner-occupied residential home offered for transient use. "Vacation rental" does not include:

(i) accommodations or property that is classified for property taxation under A.R.S. § 42-12001; or

(ii) any unit that is used for any nonresidential use, including a special event that would otherwise require a license, retail, restaurant, banquet space, or other similar use.

"Transaction privilege tax license" is the license issued by the State of Arizona pursuant to A.R.S., Title 42.

"Transient" means any person who either at the person's own expense or at the expense of another obtains lodging space or the use of lodging space on a daily or weekly basis, or on any other basis for less than thirty consecutive days.

"Timely manner" means responding to complaints and emergencies in person, by phone, or by email within 60 minutes when requested by a police officer and within 24 hours for all other non-emergency requests.

8-6-3 ~~License~~ REGISTRATION Required; Penalties.

A. ~~*License*~~ *REIGRATION required*. Prior to use of a property as a vacation rental, the owner of shall obtain REGISTER THE PROPERTY WITH ~~an annual vacation rental license from~~ the Town. Renting, or offering for rent, a vacation rental without complying with the ~~license~~ REGISTRATION requirement in this Section 8-6-3 is prohibited.

B. ~~*License applications*~~ *REGISTRATION*. The owner of a proposed vacation rental shall ~~submit to~~ REGITER WITH the Town ~~a license application~~ on a form furnished by the Town. The ~~license application~~ REGISTRATION shall be signed by the ~~applicant~~ PROPERTY OWNER and shall contain the following minimum information, which shall be made publicly available:

1. The physical address of the residential property proposed to be used as a short-term rental.

2. The name, address, email address and telephone number of the owner for which the short-term rental registration ~~license~~ is to be issued. If the property owner is an entity, the legal name of the entity and its statutory agent.

3. The name, address, and telephone number of each designee of the owner, if any.

4. The full name, address, and twenty-four (24) hour telephone number of the individual who will serve as the emergency point of contact.

5. Proof of a valid transaction privilege tax license.

6. Acknowledgment by the owner of an agreement to comply with all applicable laws, regulations, and ordinances, including the requirement that the owner and each designee shall not be a registered sex offender, been convicted of any felony act that resulted in death or serious physical injury, or been convicted of any felony use of a deadly weapon within the past five years.

7. Evidence the vacation rental is registered with the Maricopa or Pinal County Assessor's Office in accordance with A.R.S. § 33-1902.

8. If the applicant is an individual, proof of lawful presence in the United States in accordance with A.R.S. §§ 1-502 and 41-1080.

~~C.~~ ~~*License fee*. Every application, including any renewal application, for a vacation rental license under this Article shall be accompanied by the fee set forth in Section 8-10-10 for rental of real or personal property or real estate.~~

~~D~~ C. *~~Issuance; r~~Reasons for denial OF REGISTRATION*. The Town shall ~~issue~~ ACCEPT or deny the ~~license~~ REGISTRATION within seven (7) business days after receipt of a complete ~~application~~ REGISTRATION FORM, except that the Town may deny issuance of a ~~license~~ REGISTRATION for any of the following reasons:

1. The ~~applicant~~ OWNER OR DESIGNEE failed to provide the information required under subsection B;

~~2. The applicant failed to pay the license fee required under subsection C;~~

~~3~~2. The ~~applicant~~ OWNER OR DESIGNEE provided false information;

~~4~~3. The owner or designee of the owner: (i) is a registered sex offender; (ii) has been convicted of any felony act that resulted in death or serious physical injury; or (iii) has been convicted of any felony use of a deadly weapon within five (5) years of submitting the application; or

~~5~~4. At the time of ~~application~~ REGISTRATION, the owner has HAD a suspended ~~license~~ REGISTRTION for the same vacation rental or any of the following applies: (a) one violation at the vacation rental that resulted in or constituted any of the offenses described in Sec. 8-6-7; or (b) three violations of this Article at the vacation rental within a twelve (12) month period, not including an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

~~E~~ D. *Notice of denial; appeal*. The Town Clerk or designee shall give notice of the denial of a~~n~~ ~~application~~ REGISTRATION ~~to the~~ ~~applicant~~ by emailing the notice to ~~applicant~~ OWNER OR DESIGNEE at the address listed on the ~~application~~ REGISTRATION FORM. The notice of the denial shall inform the ~~applicant~~ OWNER OR DESIGNEE of the right to appeal the denial as provided for in Sec. 8-6-8.

~~F~~ E. *Maintaining Accurate Information.* All applicants and persons holding ~~license~~ A REGISTRATION issued pursuant to this Article shall give prior written notice to the Town Clerk or designee of any material change in information submitted in

connection with ~~an application for a license or renewal of a license~~ THE REGISTRATION. The notice shall be provided to the Town Clerk or designee not less than ten (10) days prior to the effective date of the change. Any information required for an application under this Section 8-6-3 is deemed to be material for purposes of this Section 8-6-3.

~~G. *Term of License; Renewal application.* All licenses issued under this Article shall be valid for the remainder calendar year from the date of their issuance and renewed annually every January. Except where the Town has received a new application along with the requisite fees, it shall be unlawful for any person to operate a vacation rental after the expiration date recorded upon the face of the vacation rental license.~~

~~H~~ F. *Operating Without ~~a License~~ REGISTERING; Penalties*. A vacation rental owner that fails to REGISTER ~~apply for a license or license~~ within thirty (30) days of the ~~license application~~ REGISTRATION FORM being made available by the Town shall immediately cease operations. In addition to any other penalty pursuant to the Town Code, the Town may impose a civil penalty of up to $1,000 per month against the owner if the owner or owner's designee fails to ~~apply for license~~ REGISTER within 30 days of receiving the written notice of violation from the Town. Representations or advertisements including online listings that reference the property, house or dwelling unit location within the Town is prima facie evidence that a vacation rental is operating in the Town.

~~I~~ G. *Non-transferable*. No ~~license~~ REGISTRATION shall be transferable either as to location or as to person.

~~J~~H. *Implementation*. The Town Clerk or designee shall develop the necessary forms and/or database(s) necessary to implement this Section 8-6-3.

8-6-4 Emergency Point of Contact Requirements; Penalties.

A. *Emergency Responses*. When requested by a police officer, the owner or emergency point of contact whose name appears on the ~~license application~~ REGISTRATION must be on the vacation rental premises, or be available over the phone or text, within sixty (60) minutes of the request.

B. *Non-emergency Responses.* The owner or emergency point of contact shall respond to all other complaints relating to the vacation rental in person, over the phone, by e-mail, or by text within twenty-four (24) hours of the request.

C. *Maintaining Accurate Emergency Information*. All ~~applicants and~~ persons holding ~~licenses~~ A REGISTRATION issued pursuant to this Article shall give prior written notice to the Town Clerk or designee of any change to the contact information provided to the Town for the emergency point of contact. The notice shall be

provided to the Town Clerk or designee not less than ten (10) days prior to the effective date of the change.

D. *Penalties*. In addition to any other penalty pursuant to the Town Code, an owner shall be subject to civil penalties of up to $1,000 for every thirty (30) days the owner fails to provide notice to the Town as required under this subsection. Before imposing the initial civil penalty, the Town shall provide thirty (30) days' notice to the owner by mailing a notice of violation to the owner's mailing address that was provided to the Town. The notice of the violation shall inform the applicant of the right to appeal the denial as provided for in Section 8-6-8. Notwithstanding the date of the notice of violation, the date for calculating the penalties shall be the first day the vacation rental is occupied following the owner's failure to provide the notice to the Town regarding the change.

8-6-5 Compliance with the Law; Prohibited Uses.

A. A vacation rental shall comply with the federal, state, and local laws including laws relating to public health and safety, sanitation, solid waste, hazardous waste, tax privilege licensing, property tax registration, traffic control, pollution control, noise, property maintenance, and nuisance abatement.

B. No person or entity shall operate a vacation rental in violation of this Article or other law. In addition, the use of a vacation rental property for any of the following uses or purposes is strictly prohibited:

1. Any nonresidential use;

2. Holding a special event that requires a license or ~~license~~ PERMIT pursuant to a ~~city or t~~Town ordinance or state law or rule;

3. Operating a retail business, restaurant, event center, banquet hall or similar use;

4. Operating or maintaining a sober living home;

5. Selling liquor, illegal drugs, or pornography;

6. Operating a nude or topless dancing;

7. Obscenity;

8. Adult-oriented business; or

9. Any other use prohibited by A.R.S. § 9-500.39 or the Town code.

C. A vacation rental lacking a valid transaction privilege tax license issued by the State of Arizona shall not be rented or offered for rent.

~~D~~C. No person or entity may receive payment or accept a fee, directly or indirectly, for facilitating the rental of a vacation rental operating in violation of this ~~Code~~ ARTICLE or other law.

8-6-6 ~~License~~ REGISTRATION Suspensions.

A. ~~*License*~~ *REGISTRATION suspensions*. The Town may initiate an administrative process to suspend a vacation rental ~~license~~ REGISTRATION for a period of up to twelve (12) months for any of the following:

1. Three verified violations of this Article within a twelve (12) month period, not including any such violation based on an aesthetic, solid waste disposal or vehicle parking violation that is not also a serious threat to public health and safety.

2. One verified violation that results in or constitutes any of the following:

a. A felony offense committed at or in the vicinity of a vacation rental by the owner of the vacation rental or by the owner's designee;

b. A serious physical injury or wrongful death at or related to a vacation rental resulting from the knowing, intentional or reckless conduct of the owner of the vacation rental or the owner's designee;

c. The owner of the vacation rental or the owner's designee knowingly or intentionally allowing offenses related to adult-oriented businesses, sexual offenses, or prostitution, or operating or maintaining a sober living home; or

d. The owner of the vacation rental or the owner's designee knowingly or intentionally allowing the use of a vacation rental for a special event that would otherwise require a license or license pursuant to Town code or a state law or rule or for a retail, restaurant, banquet space or other similar use.

B. *Appeal*s. A decision to suspend a license may be appealed by the owner as set forth in Section 8-6-8.

8-6-7 Penalties.

A. The remedies in this Article are cumulative and the Town may proceed under one or more such remedies.

B. In addition to any other penalty pursuant to the Town Code, and notwithstanding any other law, the Town may impose a civil penalty of the following amounts against an owner if the owner causes, allows, facilitates, aides, or abets a verified violation of any provision of this Article or fails to perform any act or duty required by this Article, related to the same vacation rental property within the same twelve-month period:

1. Up to $500 or up to an amount equal to one night's rent for the vacation rental as advertised, whichever is greater, for the first violation.

2. Up to $1,000 or up to an amount equal to two nights' rent for the vacation rental as advertised, whichever is greater, for the second violation.

3. Up to $3,500 or up to an amount equal to three nights' rent for the vacation rental as advertised, whichever is greater, for a third and any subsequent violation.

If multiple violations arise out of the same response to an incident at a vacation rental, those violations are considered one violation for the purpose of assessing civil penalties.

C. In addition to any other penalty pursuant to the Town Code, any person who violates or causes, allows, facilitates, aides, or abets any violation of this Article shall be guilty of a civil offense.

D. The failure of any designee to comply with this Article shall not relieve the owner of liability under this Article.

8-6-8 Appeals.

A. Any person aggrieved by any decision with respect to the denial of ~~or a refusal to issue~~ a vacation rental ~~license~~ REGISTRATION, the suspension of a vacation rental ~~license~~ REGISTRATION, or a penalty imposed pursuant to this Article may appeal the decision by filing a written notice of appeal with the Town Clerk or designee no later than thirty (30) days from the date of the decision letter. The notice of appeal shall be on a form approved by the Town.

B. An appeal under this Section 8-6-8 does not operate as a stay of the ~~license~~ REGISTRATION suspension.

C. This Section 8-6-8 is not applicable to judicial actions brought pursuant to Section 8-6-9 or to penalties including fines imposed by a court.

8-6-9 Judicial relief.

A. Notwithstanding Section 8-6-6, any attempted or completed felony act, arising from the occupancy or use of a vacation rental that results in a death, or actual or attempted serious physical injury, shall be grounds for judicial relief in the form of a suspension of the property's use as a vacation rental for a period that shall not exceed twelve (12) months.

B. The Town attorney may initiate proceedings in the Town court or other court of competent jurisdiction to enforce this 8-6-9.

8-6-10 Severability.

In the event any Section or provision of this Article shall be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of this Article as a whole or any part thereof other than the part so declared to be invalid or unconstitutional.

Article 9-2-13 Short-Term Rentals

It is unlawful for any person to operate a short-term rental within the Town without first ~~obtaining the appropriate license issued by~~ REGISTERING WITH the Town under Article 8-6 of the Town Code or to violate any Section under Article 8-6 of the Town Code. Violation of this Section is a Civil Offense.

TOWN OF QUEEN CREEK ARIZONA

TO: **HONORABLE MAYOR AND TOWN COUNCIL**

THROUGH: **BRUCE GARDNER, TOWN MANAGER**

FROM: **SCOTT MCCARTY, FINANCE DIRECTOR**

RE: **FOLLOW UP FROM FEBRUARY, 2022 TOWN COUNCIL STRATEGIC PLANNING SESSION - A COMPREHENSIVE REVIEW OF THE TOWN'S FINANCIAL POLICIES: STATUS UPDATE #3 AND SELECT RECOMMENDATIONS.**

DATE: **November 1, 2023**

Suggested Action:

None. Information and discussion only.

Relevant Council Goal(s):

- Effective Government: KRA Financial Stability

Discussion:

The Town staff introduced the idea of a comprehensive review of the Town's financial policies at the February, 2022 Town Council Strategic Planning Session. Since then, Town staff has been working on the issue and has provided several progress updates. This is the next one. We are now at a point where Town staff is looking for feedback from the Town Council on six recommendations.

This initiative is extremely important to continued financial success of the Town. It is forcing us to validate our long-term financial objectives and develop policies to ensure they are achieved.

This work is also extremely complicated and interconnected – as evidenced by the time and resources we have dedicated to it thus far. It started off much less complicated and interconnected – that speaks to the quality and intensity of the work effort by all those involved. We are not yet done – but we are very pleased with the progress made thus far and look forward to providing the latest update at the meeting. The Town Council's role in reviewing our recommendations and providing feedback is critical to the completion of the initiative.

The focus in on achieving two goals. One, maintaining our 'AA+' bond rating and positioning ourselves for an upgrade to 'AAA'. Two, receiving an initial bond rating for our water and wastewater utility by 2025. There are numerous policies and issues that support these two goals that are further identified in the presentation.

Each of these goals is discussed in more detail below.

1. ***Maintain our 'AA+' Bond Rating and Positioning Ourselves for an Upgrade to 'AAA'***

This involves the evaluation of 12 policies and issues that, when combined together, will help us maintain our strong financial condition that has resulted in our existing 'AA+' bond rating while also setting ourselves up for an upgrade to 'AAA' at some point in the future.

Of the 12 policies and issues identified, Town staff has six recommendations that will be discussed at the meeting. These six recommendations accomplish two objectives. One, they increase our funding for infrastructure and two, they solidify and increase our reserves.

The first recommendation is a new policy stating that the Town will not use voter approved property taxes (secondary property taxes) to pay for infrastructure. The Town does not currently have a secondary property tax and this policy would memorialize the intention not have one in the future. Adopting this policy means some funding for infrastructure will continue to come from the Town's Operating Budget - a core objective around which this work is being completed.

2. ***Initial Bond Rating for the Water and Wastewater Utility by 2025***

The second component is completing the comprehensive process necessary for the water and wastewater utility to receive its first bond rating by 2025.

Town staff has identified nine policies and practices that will be reviewed to address this issue. We are in the midst of addressing all nine but do not have any recommendations for Town Council consideration at this time.

The next update on this initiative will be at the Town Council's next Strategic Planning Session in February, 2024.

Again, we look forward to sharing our recommendations and receiving your feedback.

Attachment(s):

1. Presentation: Comprehensive Review of Financial Policies











A Comprehensive Review of Financial Policies: A Status Update #3 and Select Recommendations

Town Council Meeting

November 1, 2023








Prior and Upcoming Discussions

1. **February 26, 2022**
   - Introduced Idea of Comprehensive Review
2. **September 21, 2022**
   - Status Update #1
3. **February 25, 2023**
   - Status Update #2
4. **November 1, 2023**
   - Status Update #3
   - Discuss Select Recommendations
5. **February 24, 2024 (Strategic Planning Session)**
   - Status Update #4
   - Finalize Select Recommendations











Why Now?

- We Make Decisions Based on Long-Term Planning
- Financial Policies Are the Foundation of Long-Term Planning
- The Financial Complexity of the Town is Increasing as the Town Grows and Matures
- Our Financial Acumen Must Grow Accordingly
  - “What Does our Financial Future Look Like?”
- Allocating Financial Resources is Becoming More of a Challenge (Prioritizing Competing Interests)
- Maintain and Protect Our ‘AA+’ Bond Rating

Competing Interests

- Existing Service Levels
- Cost Increases to Existing Service Levels
- Service Level Increases
- Construction of New Infrastructure
- Debt Management
- Replacement of Infrastructure
- Reserves









‘AA+’ Bond Ratings

1. Revenues

- Continued Strong Revenue Growth
- Growing and Diverse Revenue Base
- Continued Strong Population Growth and Employment Gains Expected
- Maturing Bedroom Community with Increasing Commercial and Industrial Sectors
- Resilience Expected through Economic Cycles
- Infrastructure Plans Bode Well for Continued Economic Expansion
- Strong Arizona Economy and Connectivity to Phoenix-Metro Area









‘AA+’ Bond Ratings (continued)

2. Expenses / Long-Term Liabilities

- Pension Reserves Eliminate Unfunded Liabilities
- Manageable Pension Expenses
- Long-Term Liabilities Expected to Remain High but Manageable
- Adequate Debt to Pledge Revenue Coverage Ratio
- Debt Relates to Growth-Related Infrastructure Needs









‘AA+’ Bond Ratings (concluded)

3. Reserves

- Increasing Reserves
- Funded Pensions

4. Management

- Very Strong Financial Management Policies and Practices
- Favorable Budget to Actual Performance Results Historically








Priority Financial Goals

1

- Maintain ‘AA+’ Bond Rating / Achieve ‘AAA’ Bond Rating (General Government)

2

- Receive Utility Bond Rating **by 2025** (Water and Wastewater)











Immediate Objectives

1. **Address General Government Infrastructure Needs**
   - ~$265M New Infrastructure (Police, Fire, Transportation, and Parks Land Acquisition)
   - Impact Fee Update
2. **Address Water and Wastewater Infrastructure Needs**
   - Permanent Infrastructure Financing by June, 2025
     - $85M Interim Financing Expires
   - Water Supply Acquisition (TBD)
   - LGES Water Supply and Wastewater Treatment (TBD)
   - Capacity Fee Update
   - Rate Study Implementation









Our Approach

1

- Review and Update Existing Policies

2

- Identify and Adopt New Policies

3

- Prioritize, Implement and Achieve Over Time









Top Financial Goals

1

- Maintain ‘AA+’ Bond Rating / Achieve ‘AAA’ Bond Rating (General Government)

2

- Receive Utility Bond Rating **by 2025** (Water and Wastewater)


'AAA' Bond Rating
1. Property Taxes for Infrastructure Policy
2. Create Pay-As-You-Go Infrastructure Funding
3. Update Debt Issue Placeholder
4. Update Operating Budget Reserve Policy
5. Create Operating Budget Fund Balance Reserve Policy
6. Create New Infrastructure and Debt Management Reserve
7. Update Debt Management Policy
8. Update Pension Funding Policy
9. Update Impact Fees
10. Reallocate Use of Dedicated 2% Construction Sales Tax for Roads
11. Create Infrastructure Replacement Funding Policy
12. Property Tax "Freeze" Policy

Achieve ‘AAA’ Bond Rating “At A Glance”

Goals and Policies	Recommendation / Result	Effective Date
INCREASE FUNDING FOR INFRASTRUCTURE		
1. Property Taxes for Infrastructure Policy	No Voter Approved Property Taxes for Infrastructure	FY 23-24
2. Create Pay-As-You-Go New Infrastructure Funding Policy	Annual Construction Sales Taxes In Excess of $10M are Set Aside for New Infrastructure Costs 5-Year Cash Accumulation: $18M	FY 23-24
3. Update Debt Issue Placeholder	Annual Placeholder in 5th Year: $7M Cash Accumulation: $14M	FY 24-25
SOLIDIFY / INCREASE RESERVES		
4. Update Operating Budget Reserve Policy	Increase by $16M	TBD
5. Create Operating Budget Fund Balance Reserve Policy	Set at a Minimum of 100% of Recurring Expenses	FY 23-24
6. Create New Infrastructure and Debt Management Reserve	5-Year Cash Accumulation: $34M	FY 23-24

Achieve ‘AAA’ Bond Rating “At A Glance”

Goals and Policies	Recommendation / Result	Effective Date
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1. Property Taxes for Infrastructure Policy	No Voter Approved Property Taxes for Infrastructure	FY 23-24
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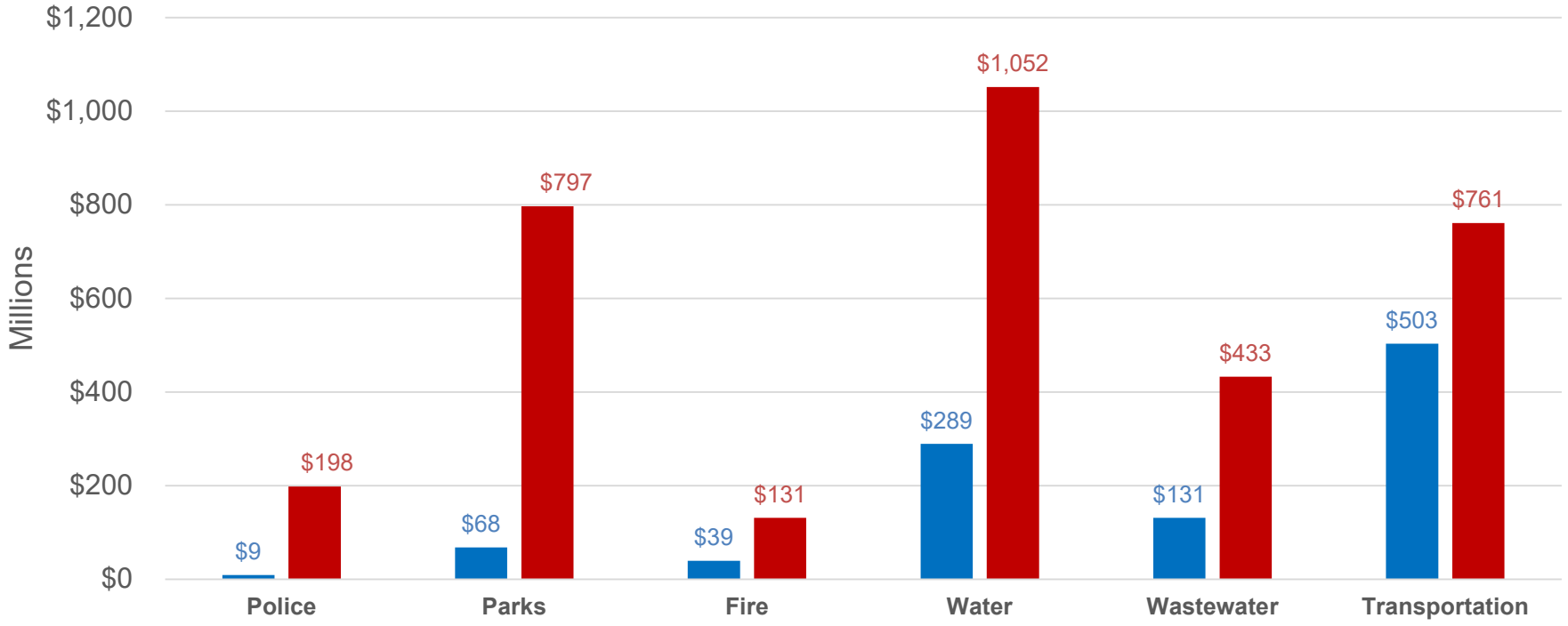


Overview: Infrastructure

- Our Infrastructure is About 1/3 Complete of the Buildout Estimate
- Another $2+B Remains to be Built
- Possible Sources to Pay for Infrastructure:
  - Reserves
  - Pay-As-You-Go Funding
  - Impact and Capacity Fees
  - 2% Dedicated Sales Tax for New Roads
  - Town Council Issued Debt
  - Voter Approved Property Taxes

“Building a Town”

Today’s Valuation ($1B) vs. Buildout ($3.3B)*



Percent Complete	5%	9%	30%	27%	30%	66%

*Best Estimate Available











New Infrastructure Estimate: $2.3B*

	Years 1 - 5	Thereafter	Total
Police	$108M	$81M	$189M
Fire	$38M	$54M	$92M
Transportation	$258M	Pending Master Plan Update	$258M
Parks	$217M	$512M	$729M
Water	$320M	$443M	$763M
Wastewater	$111M	$191M	$302M
Total	**$1.1B**	**$1.3B**	**$2.3B**

*Best Estimate Available









1. Property Taxes for Infrastructure Policy

Purpose *(New Policy)*

- Communicates the Town Council's Position on Assessing a Property Tax to Pay for Infrastructure (Secondary Property Tax)









1. Property Taxes for Infrastructure Policy

(continued)

Background

- Known as a "Secondary Property Tax"
- Voters Approve Assessing Property Taxes for Infrastructure (New or Replacement)
  - Police, Fire, Roads, Parks and Recreation Facilities, All Other General Government Buildings
- Property Taxes are Levied Annually Equal to the Annual Debt Service Cost
- Property Taxes and Debt Costs Occur Outside the Operating Budget
  - General Taxes and Fees are **NOT Used to Pay the Debt**
- Most Cities and Towns in Metro Phoenix Have a Secondary Property Tax – QC Does Not









1. Property Taxes for Infrastructure Policy
(continued)

RECOMMENDATION

- The Town will **Not Assess a Property Tax to Pay for Infrastructure**
- Effective Date: FY 23-24 Budget

Result of Recommendation

- Operating Budget Revenues to be Used to Partially Build and Replace Infrastructure
- Increases the Intensity of Competing Resources Within the Operating Budget
- Removes Voters from Infrastructure Funding Decisions








1. Property Taxes for Infrastructure Policy
(continued)

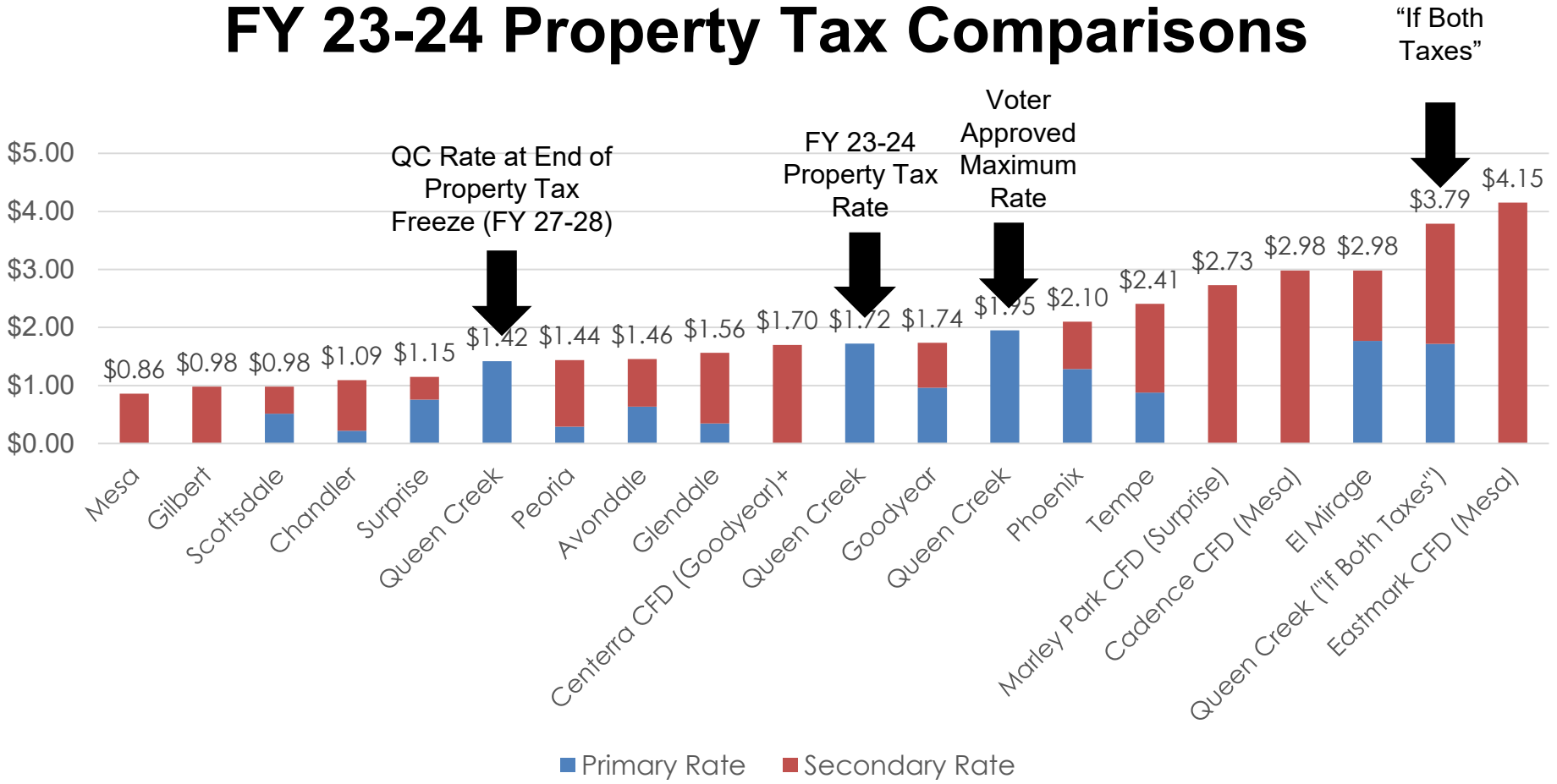
An Example: If QC Had a Secondary Property Tax

- The Schedule Below Compares QC's Existing Primary Property Tax to a Secondary Property Tax Example

	Primary	Secondary	Total
Property Taxes	$13.3M	$16.0M*	$29.3M
Property Tax Levy Rate (per $100 of Assessed Valuation)	$1.72	$2.07	$3.79
Property Tax per Median Value Home ($256K)	$441	$531	$972

*Amount currently paid from Operating Budget.

FY 23-24 Property Tax Comparisons



Community Facility Districts (CFD) shown are in addition to the city property tax








2. Pay-As-You-Go Infrastructure Funding

Purpose *(New Policy)*

- Use a Portion of the Operating Budget's 2% Construction Sales Tax for Infrastructure Funding
- Prevents an Unsustainable Amount of One-Time Construction Sales Taxes from Being Used for Ongoing Operating Expenses
  - Potential Issue Given the Significant, Recent Growth of Construction Activity
- Reduces the Amount of Future Debt Issued for Infrastructure
- Helps Meet Debt Management Policy Objectives

Purpose	Sales Tax Rate
Operating Budget	2.0%
Police and Fire	0.25%
Construction Sales Tax	2.0%
Total Tax Rate on Construction Activity	4.25%









2. Pay-As-You-Go Infrastructure Funding
(continued)

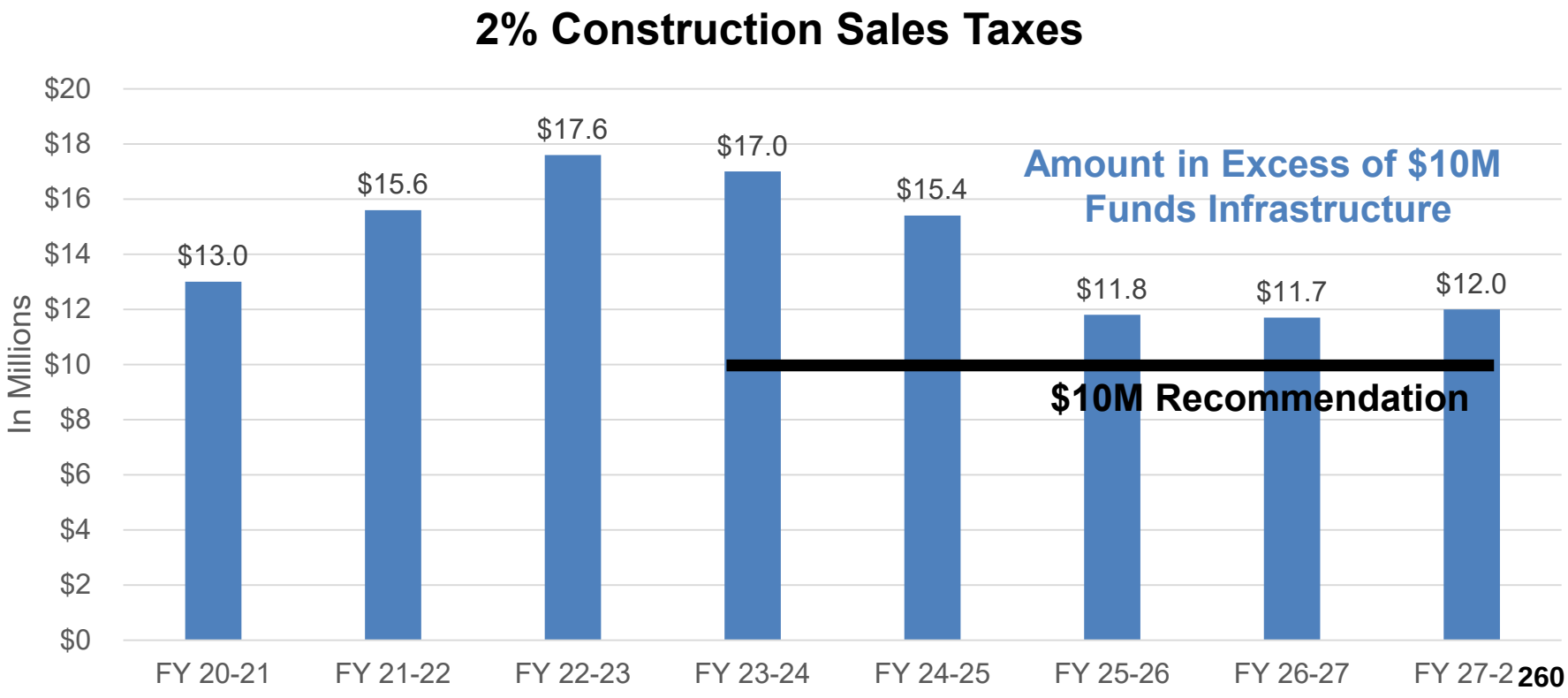
RECOMMENDATION

- Annual Cap of $10M to Operating Budget, Excess to Reserve for Infrastructure
- Effective Date: FY 23-24 Budget
  - FY 23-24 Example: $17M Annual Construction Sales Tax
    - Operating Budget: $10M
    - New Infrastructure / Debt Management Reserve: $7M

EXPECTED RESULTS

- Cash Accumulated After 5 Years: $18M

2. Pay-As-You-Go Infrastructure Funding (concluded)











3. Debt Issue Placeholder

Existing Policy

- Creates Expense Capacity in the Operating Budget for a Future Debt Issue
- Encourages Annual Prioritization Discussion About Operating Budget Expense Increases vs. Infrastructure Needs
- Eliminates the Full, New Debt Service Expense Increase in the Year the Bonds are Issued
- Accumulates Cash to Reduce the Amount of that Future Bond Issue









3. Future Debt Issue Placeholder (concluded)

How is the Annual Amount Determined?

EXAMPLE	
Amount Needed in 5 Years	$100M
Annual Debt Service (Placeholder Goal)	$7M
Time Period to Achieve Placeholder	5 Years
Annual Placeholder Increase	$1.4M
Accumulated Amount after 4 Years	$14M

Achieve ‘AAA’ Bond Rating
“At A Glance”

Goals and Policies	Recommendation / Result	Effective Date
INCREASE FUNDING FOR INFRASTRUCTURE		
1. Property Taxes for Infrastructure Policy	No Voter Approved Property Taxes for Infrastructure	FY 23-24
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5. Create Operating Budget Fund Balance Reserve Policy	Set at a Minimum of 100% of Recurring Expenses	FY 23-24
6. Create New Infrastructure and Debt Management Reserve	5-Year Cash Accumulation: $34M	FY 23-24









Operating Budget Fund Balance Defined

- Total Year-End Cash Balance
- Consists of 3 Components:
  1. Legally Restricted (State Law and Bond Documents)
     - Example: Unspent Gas Tax, Remaining Balances on Active Contracts
  2. Restricted by Town Council Policy
     - 25% Revenue Reserve, Pension Reserves
  3. Unrestricted (Available)







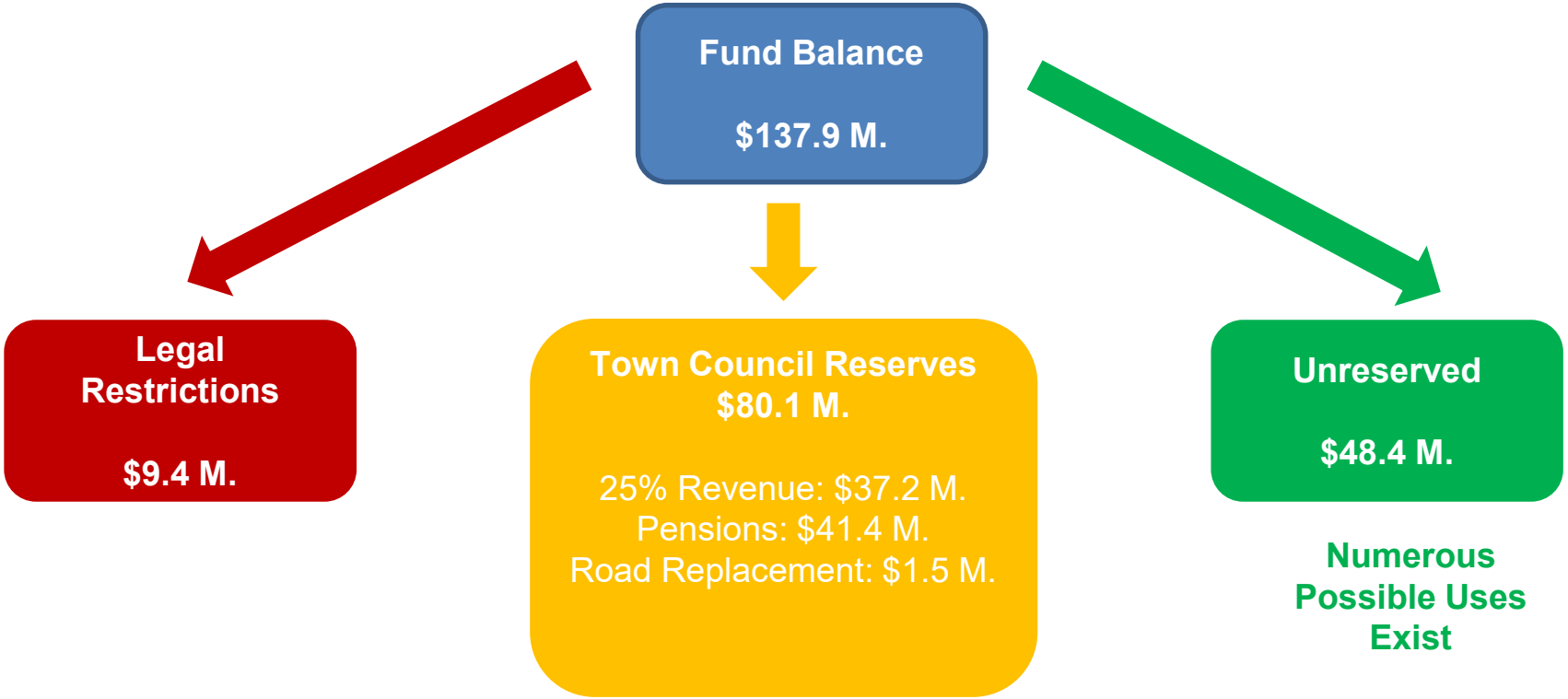


Operating Fund Balance

Role in Bond Ratings

- A Measurable Factor in a Bond Rating
- Rating Agencies Like High Fund Balances (for a Minimum of 3 years)
- Larger Reserves Have an Opportunity Cost
- Annual Discussion re. Balance Amount and Use Occurs During the Budget Development Process

Operating Fund Balance: $137.9M (June 30, 2023)











4. Operating Budget Reserve Policy

Policy Elements

1. Why Have a Reserve?
2. What Should the Amount of the Reserve Be?
3. How is the Reserve Funded?
4. What Can the Reserve be Used For?









4. Operating Budget Reserve Policy (continued)

1. Why Have a Reserve?

- Create "Time to Recover" from Unplanned or Unavoidable Expenses or Revenue Interruptions

2. What Should the Amount of the Reserve Be?

- Existing Policy: $37.2M
  - 25% of Next Fiscal Year's Revenues

RECOMMENDATION

- Increase by One Year's Debt Service Payments: +$16M
- New Reserve Amount: $53.2M
- Effective Date: TBD









4. Operating Budget Reserve Policy (continued)

3. How is the Reserve Funded?

- 25% of Next Year's Revenue Increase ("Taken Off the Top")
- Annual Debt Service Amount Remains Constant

4. When is the Reserve Used?

- Town Council Approval Required to Use
- Town Council Approved Plan to Replenish at the Time the Reserve is Used









5. Operating Budget Fund Balance Policy (Liquidity Ratio)

Purpose *(New Policy)*

- Measures Resources Available to Pay for Operating Budget "Recurring Expenses"

Liquidity Ratio Calculation

- Recurring Expenses Divided by Operating Budget Fund Balance
- Recurring Expenses are Operating Budget Expenses Excluding Capital Outlay, CIP Pay-As-You Go, Contingency and Funding of Reserves









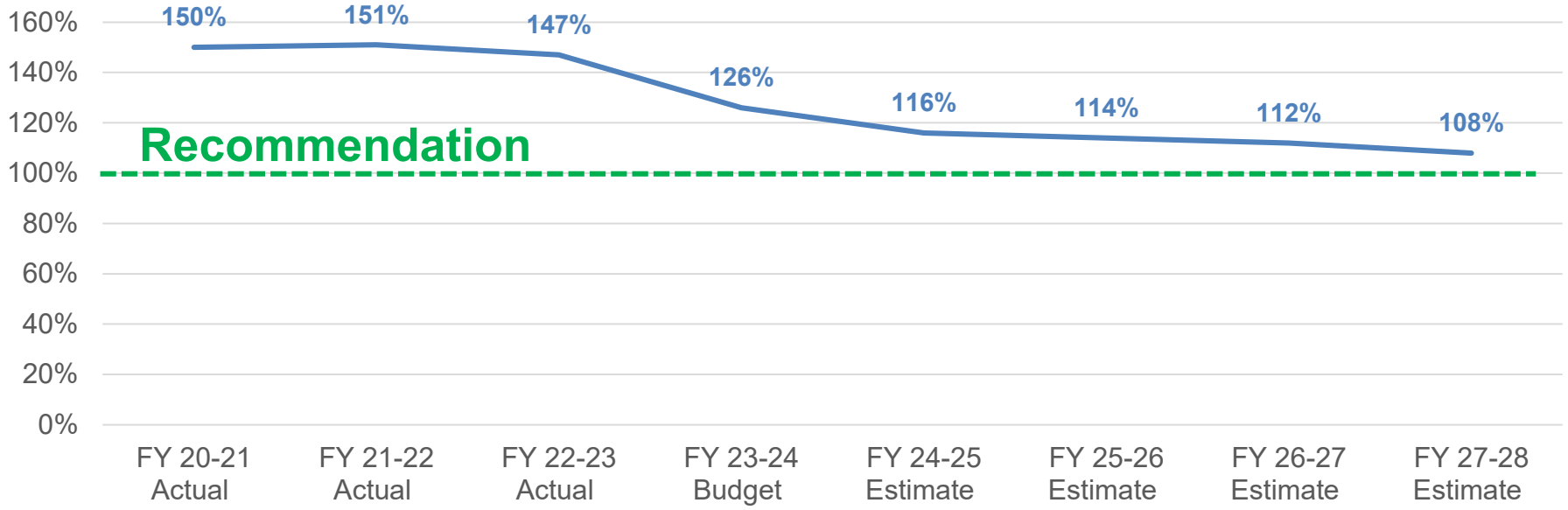
5. Operating Budget Fund Balance Policy (Liquidity Ratio) (continued)

RECOMMENDATION

- Fund Balance Should be at least 100% of Operating Budget Recurring Expenses for the Next 5 Years
- Effective Date: FY 23-24 Budget
- Will Impact the Amount of Unreserved Fund Balance that is Available for Other Purposes

Operating Budget Fund Balance Liquidity Ratio

(concluded)



	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Recurring Expenses	$61.6 M	$75.4M	$93.6M	$122.9M	$137.1M	$145.9M	$155.0M	$165.5M
Fund Balance	$92.4M	$114.1M	$137.9M	$154.6M	$159.7M	$166.0M	$173.7M	$179.3M
Liquidity Ratio	150%	151%	147%	126%	116%	114%	112%	108%









6. New Infrastructure / Debt Management Reserve

Purpose *(New Policy)*

- Accumulate Cash in the Operating Budget to:
  1. Cash Fund a Portion of New Infrastructure
  2. Payoff Existing Debt
- Reduce the Amount of Future Debt Paid from Operating Budget
- Helps to Achieve Debt Management Policy Objectives
- Reviewed Annually During the Budget Development Process
- Town Council Approval Required to Use It

RECOMMENDATION

- Effective Date: FY 23-24








6. New Infrastructure / Debt Management Reserve
(concluded)

How is the Reserve Funded?

- Funding Occurs from 2 Sources

	In 5 Years
1. Pay-As-You-Go New Infrastructure Funding	$18M
2. Debt Issue Placeholder	$14M
Total Reserve Balance	**$32M**









Pulling It All Together: An Example

$200M New Infrastructure in 5 Years	
Impact Fees (Assumption)	$68M
New Infrastructure and Debt Management Reserve	$18M (PAYGO) $14M (Debt Placeholder)
Amount of Debt Issue	$100M*
New Infrastructure	**$200M**

*$7M Annual Cost Funded via Placeholder in 5th Year











Debt Management Policy











Debt Management Policy

- Debt is Only Used to Build Infrastructure
- Debt Accomplishes the Financial Objective of Spreading the Cost of Infrastructure over Multiple Generations of Taxpayers (Intergenerational Equity)
  - Public Finance is Different from Personal Finance
- Two Types of Debt
  1. General Government
  2. Water / Wastewater
- Debt is Paid Using Numerous Sources
  - Impact and Capacity Fees, Operating Budget, 2% Sales Tax Dedication for Transportation, and Water and Wastewater Rates









Debt Management Policy (continued)

Purpose	Outstanding Amount 6/30/23	Annual Payment
General Government*	$300.6M	$21.0M
Water and Wastewater	$302.8M	$15.3M
Total	**$603.4M**	**$36.3M**

*Police, Fire, Roads, Parks and Recreation Facilities, Horseshoe Park, and Other Buildings Infrastructure.









Debt Management Policy (continued)

- Our Infrastructure is About 1/3 Complete – Another $2+B Remains to be Built
- Additional Debt Will be Required to Build the Necessary Infrastructure to Meet Future Demands
  - New Infrastructure (Years 1 - 5): $265M
  - New Infrastructure (Years 6 – 10): $200M
- Managing Debt has Become More Important and More Complicated as the Town Grows and Matures









Debt Management Policy (continued)

Existing Policy

- Includes Definitions (i.e. Types of Debt, etc.) but Does Not Include Metrics and Guidelines re. How Much Debt is Appropriate
- A Much More Robust Policy is Recommended









Debt Management Policy (concluded)

RECOMMENDATION

- Update with “Best Practices”
- Focus on Ability to Pay and Affordability Metrics
- Include Bond Rating Agency Financial Metrics
- Develop Financial Metrics that are Appropriate and Unique to QC
  - QC Does Not Have a Secondary Property Tax
- Include an Investor Relations Program
- Improve Financial Disclosure
  - Annual Debt Report









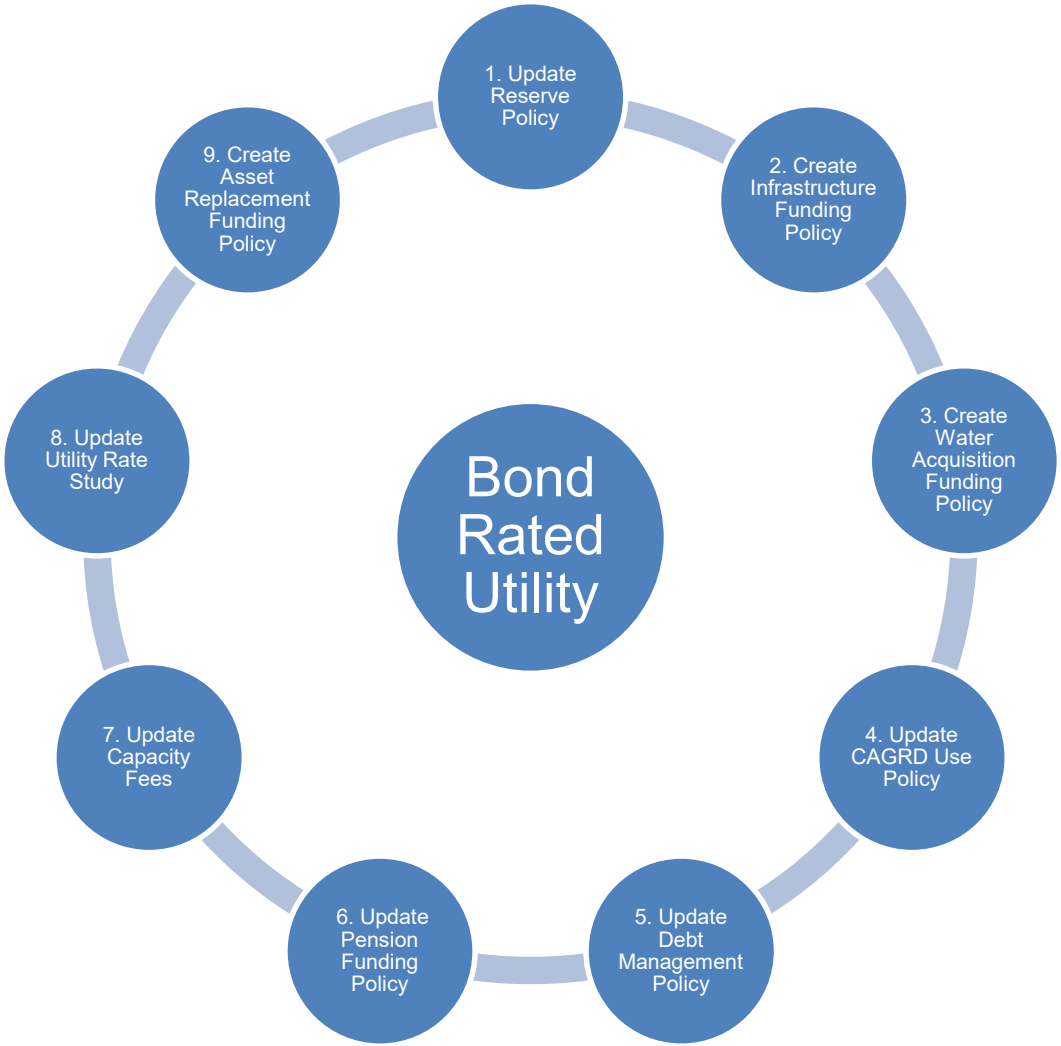
Top Financial Goals

1

- Maintain ‘AA+’ Bond Rating / Achieve ‘AAA’ Bond Rating (General Government)

2

- Receive Utility Bond Rating **by 2025** (Water and Wastewater)


Bond Rated Utility
1. Update Reserve Policy
2. Create Infrastructure Funding Policy
3. Create Water Acquisition Funding Policy
4. Update CAGRD Use Policy
5. Update Debt Management Policy
6. Update Pension Funding Policy
7. Update Capacity Fees
8. Update Utility Rate Study
9. Create Asset Replacement Funding Policy











Reaction, Questions, and Discussion

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 ADOPTION OF ORDINANCE 823-23, AN ORDINANCE OF COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE QUEEN CREEK TOWN CODE CHAPTER 4, POLICE DEPARTMENT, ARTICLE 4-4, ABANDONED, UNCLAIMED, TOWED OR IMPOUNDED PROPERTY; AMENDING CHAPTER 9, OFFENSES, ARTICLE 9-7, PARKING AND OBSTRUCTIONS; ADDING A NEW ARTICLE 9-11, OPERATION OF BICYCLES AND OTHER POWER-DRIVEN MOBILITY DEVICES; AMENDING ARTICLE 9-10, TRAFFIC; AMENDING CHAPTER 11, TRAFFIC, ARTICLE 11-1, GENERAL; AMENDING ARTICLE 11-2; AMENDING ARTICLE 11-5, OPERATION OF BICYCLES AND OTHER POWER-DRIVEN MOBILITY DEVICES; ADDING ARTICLE 11-6, SHARED MOBILITY SYSTEMS; RENUMBERING ARTICLE 11-5 PENALTIES TO ARTICLE 11-15; AMENDING CHAPTER 14, STREETS AND SIDEWALKS, BY ADDING A NEW ARTICLE 14-1, DEFINITIONS; MOVING AND AMENDING ARTICLE 14-1 TO 14-2, SIDEWALKS; MOVING AND AMENDING ARTICLE 14-2 TO 14-3, STREETS; AND MOVING AND RENUMBERING ARTICLE 14-3, SCALLOPED STREET ASSESSMENTS, TO ARTICLE 14-4.**

DATE: **November 1, 2023**

Suggested Action:

To adopt Ordinance 823-23, an Ordinance of Common Council of the Town of Queen Creek, Arizona, Amending the Queen Creek Town Code Chapter 4, Police Department, Article 4-4, Abandoned, Unclaimed, Towed or Impounded Property; amending Chapter 9, Offenses, Article 9-7, Parking and Obstructions; Adding a new Article 9-11, Operation of Bicycles and Other Power-Driven Mobility Devices; amending Article 9-10, Traffic; amending Chapter 11, Traffic, Article 11-1, General; Amending Article 11-2; amending Article 11-5, Operation of Bicycles and Other Power-Driven Mobility Devices; Adding Article 11-6, Shared Mobility Systems; renumbering Article 11-5 Penalties to Article 11-15; Amending Chapter 14, Streets and Sidewalks, by Adding a new Article 14-1, Definitions; Moving and Amending Article 14-1 to 14-2, Sidewalks; Moving and Amending Article 14-2 to 14-3, Streets; and Moving and Renumbering Article 14-3, Scalloped Street Assessments, to Article 14-4.

Relevant Council Goal(s):

1. Safe Community (Public Safety)
2. Superior Infrastructure
3. Quality Lifestyle

Discussion:

Background

During the Town Council's 2023 Strategic Planning Session in February, there was a presentation provided by staff regarding the emergence of micromobility, the current shifts in preferences for alternative modes of transportation, and wholesale monumental changes impacting transportation

over the last few decades.

At this Strategic Planning Session, the Council expressed interest in exploring options for allowing micromobility device use on trails, in parks, and/or on sidewalks in the community. To provide for this additional use, there were several areas that had to be considered, including updates to the Town Code.

Over the past eight months, staff has been working to meet this directive provided by the Council. However, with a surge of new personal transportation devices coming to market, the interaction with existing systems or infrastructure, and the potential for integration into shared ride systems, there was a need to is a need to update, amend, and add new Code sections to properly classify, deploy, and regulate these devices or conveyances.

During the Council meeting held on 9-6-23, the Council asked staff to reach out to the equestrian community to gather potential concerns about the use of devices or types of conveyance that utilized a combustion engine while operating on the town-owned multi-use pathways. The feedback was limited but highlighted three primary concerns:

- Speed on the multi-use paths and the possibility that devices/conveyances would startle horses or be involved in a crash.
- Noise from the engines and the potential for startling the horses.
- Response and access to emergency services.

Staff has provided code updates and additions designed to address the speed concern (see the attached ordinance or review the next section for an overview). Both QCPD and QCFMD do not have concerns about response times or access if there is a crash or related medical emergency on the multi-use pathways. Emergency response or transport of equine would be similar to other roadway conditions. As far as the noise issue, staff has not been able to conduct any sort of formal sound level or comparative testing on the multi-use trail or with the associated conveyances. If directed by the Council, this would have to be a separate study.

Proposed Code Updates and Amendments

In general, staff is recommending code updates in Chapters 4, 9, 11, and 14 that will:

- Provide new definitions and terminology.
- Address parking & obstructions.
- Control towing and impounds.
- Regulate the safe operation of devices or conveyances.
- Outline parent, guardian, or custodian responsibilities.
- Demonstrate the applicability of traffic laws.
- Manage rental agencies.

The following is an overview of the recommended changes or additions in each chapter (generally):

Chapter 4 – POLICE DEPARTMENT

- Added a new section for an administrative hearing process related to the tow or impound of property as a result of violating Article 9-7 (Parking & Obstructions)

Chapter 14 – STREETS AND SIDEWALKS

- Added 5 definitions.
- Reorganized or moved several sections.
- Cleaned up old language to clarify responsibilities for the Owner or Occupier.
- Added language to include “Town Property” and “Street” in several sections.
- Moved the existing penalty language into each individual section.

Chapter 11 – TRAFFIC

- Added 37 definitions.
- Reorganized or moved several sections.
- Added an Article to outline the operation of Bicycles and Other Power-Driven Mobility Devices.
- Added an Article to regulate Shared Mobility Systems – Rental Agencies.

Some of the specifics in Chapter 11 included the following:

Rental Agencies:
- Business License.
- Right-of-Way Use Permit.
- Inform customers of applicable rules and regulations and provide a copy of the Code.
- Devices must have lamps and other equipment as required in the Code

Applicability of Traffic Laws:
- All traffic laws unless by their nature, do not apply.
- No licensing, registration, or insurance requirement for bicycles and Other Power-Driven Mobility Devices (OPDMD).

Safe Operation:
- Deeming an area as "permissible" does not indicate that the area is suitable for the device.
- Manufacturer safety guidelines and recommendations.
- Operating in a reasonable, safe, and prudent manner for the circumstances or conditions.
- Respecting the rights and safety of other persons, animals, and property.

Device Restrictions:
- Bicycles (slower devices): Includes a human-powered bicycle, a Class 1 Electric bicycle, a Class 2 Electric bicycle, and a Motorized gas-powered bicycle. These devices may be operated in a street, a multi-use path, a sidewalk, and a bicycle lane.
- Bicycles (faster devices): Includes a Class 3 Electric bicycle and a motorized electric-powered bicycle. These devices may be operated in a street or bicycle lane.
- Micromobility Devices: Includes an electric personal assistive mobility device, electric skates, an electric scooter, and an electric standup scooter. These devices may be operated in a street posted with a speed limit of 25 mph or less, a multi-use path, a sidewalk, and a bicycle lane.
- Other Devices: Includes motorized skateboards and motorized play vehicles. These devices may be operated in a street posted with a speed limit of 25 mph or less, a multi-use path, and a bicycle lane.

The code amendments in Chapter 11 also include the following provision:

Operation of certain Other Power-Driven Mobility Devices (OPDMD) may be restricted by Code or signage based on any of the following factors or conditions:

- The type, size, weight, dimensions, and speed of the OPDMD.
- The volume of pedestrian traffic in the area.
- The density and placement of fixtures or other stationary devices in the area.
- Safety requirements related to speed and the pace of pedestrian or vehicular traffic in the area.
- The use of an OPDMD creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

Chapter 9 – OFFENSES, Article 9-7, Parking and Obstructions

- Reorganized or moved several sections.

- Updated Parking sections to include all “conveyances.”
- Added multi-use trails to the Parking on Sidewalks section.
- Added a subsection that allows the Town to designate zones or areas for parking
- New items in the Stopping, Standing, or Parking Prohibited section.
- Updated the Semi-trailer section to include parking prohibitions for oversized conveyances.
- Decriminalized parking on private property.
- New section for parking on Town property and Public Right-of-way.
- New section for Electric Vehicle Charging Spaces.
- New section for overnight parking.
- New section for obstruction of public property.
- New section for prohibitions in parking areas.
- Update to the towing section.

Chapter 9 – OFFENSES, Article 9-10, Traffic

- Reorganized or moved several sections.
- Updated traffic sections to include all “conveyances.”
- Repealing “Blocking traffic” (using another code).
- Updated Driving on Private Property

Chapter 9 – OFFENSES, Article 9-11, Operation of Bicycles and Other Power-Driven Mobility Devices

- New sections that provide specific prohibitions for where these devices cannot operate.
- New section that outlines the responsibility of parents, guardians, and custodians.
- Section with Rules of Operation.
    - Obey all traffic rules/laws related to motor vehicles.
    - Requirement to yield the right of way.
    - Remain at a safe distance (not following too closely).
    - Obey posted speed limit.
    - Speed reasonable and prudent.
    - Required braking system.
    - Prohibit attachment to motor vehicles or other self-propelled devices.
    - Prohibit carrying items that inhibit the ability to safely steer the device.
    - Responsible for damage to public property damage
    - Prohibit structural changes to the device.
    - Prohibits passengers unless designed for passengers.
    - Lights/equipment required.
    - Prohibits a siren or whistle.
    - Prohibits towing unless a reasonable accommodation is required.

For a detailed version of the changes and additions, refer to the attached ordinance.

The Code revisions will be effective 30 days after the Ordinance adoption.

Alternatives:

1. The Town Council could choose not to adopt the Code revisions.
2. The Town Council could direct staff to change or modify the proposed modifications.

Attachment(s):

1. Micromobility - Code Ammendment_Presentation_Final_1.3.pdf
2. 4895-3583-5788 v1 DRAFT Micromobility Ordinance 823-23_Final_2.3.pdf

QUEEN CREEK POLICE DEPARTMENT

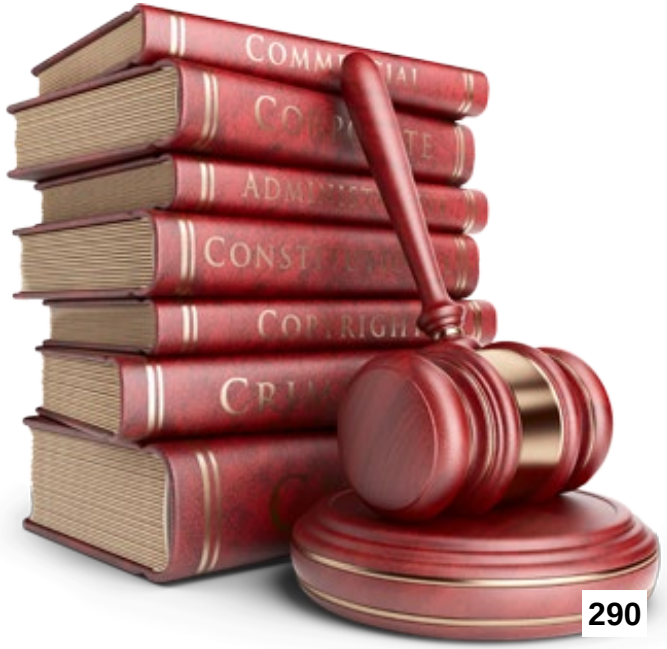


CODE UPDATES & AMENDMENTS - MICROMOBILITY PROJECT

Overview of Recommended Updates in Town Code

Updates included in Chapters 4, 9, 11, & 14

- Provides new definitions and terminology
- Address parking & obstructions
- Controls towing and impounds
- Regulates the safe operation of devices or conveyances
- Outlines parent, guardian, or custodian responsibilities
- Demonstrates the applicability of traffic laws
- Manages rental agencies



Outreach – Equestrian Community

Primary Concerns



- Speed on the multi-use paths



- Noise of the engines



- Response and access to emergency services

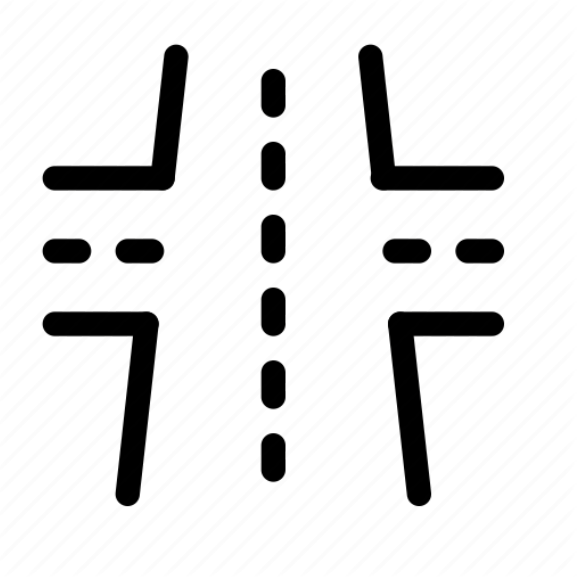
Overview – Specific Changes and Additions

Chapter 4 – POLICE DEPARTMENT

- Added a new section for an administrative hearing process related to the tow or impound of property as a result of violating Article 9-7 (Parking & Obstructions)

Chapter 14 – STREETS AND SIDEWALKS

- Added 5 definitions.
- Reorganized or moved several sections.
- Cleaned up old language to clarify responsibilities for the Owner or Occupier.
- Added language to include “Town Property” and “Street” in several sections.
- Moved the existing penalty language into each individual section.



Chapter 11 – TRAFFIC

- Added 37 new definitions.
- Reorganized or moved several sections.
- Added an Article to outline the operation of Bicycles and Other Power-Driven Mobility Devices.
- Added an Article to regulate Shared Mobility Systems – Rental Agencies.

Chapter 11 – TRAFFIC

BICYCLES

- Bicycle (human-powered)
- Class 1 Electric bicycle
- Class 2 Electric bicycle
- Motorized gas-powered bicycle

- A street.
- A multi-use path.
- A sidewalk.
- A bicycle lane.

- Class 3 Electric bicycle
- Motorized electric-powered bicycle

- A street.
- A bicycle lane.

MICROMOBILITY

- Electric personal assistive mobility device
- Electric skates
- Electric scooter
- Electric standup scooter

- A street (25 mph or less).
- A multi-use path.
- A sidewalk.
- A bicycle lane.

OTHER

- Motorized Skateboards
- Motorized play vehicles

- A street (25 mph or less).
- A multi-use path.
- A bicycle lane.

Operation of certain Other Power-Driven Mobility Devices (OPDMD) may be restricted by Code or signage based on any of the following factors or conditions:

- The type, size, weight, dimensions, and speed of the OPDMD.
- The volume of pedestrian traffic in the area.
- The density and placement of fixtures or other stationary devices in the area.
- Safety requirements related to speed and the pace of pedestrian or vehicular traffic in the area.
- The use of an OPDMD creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with Federal land management laws and regulations.

Chapter 11 – TRAFFIC

RENTAL AGENCIES

- Business License
- Right-of-Way Use Permit.
- Inform customers of applicable rules and regulations and provide a copy of the Code.
- Devices must have lamps and other equipment as required in the Code.



APPLICABILITY OF LAWS

- All traffic laws unless by their nature, do not apply
- No licensing, registration, or insurance requirement for bicycles and Other Power-Driven Mobility Devices (OPDMD)

SAFE OPERATION

- Deeming an area as “permissible” does not indicate that the area is suitable for the device.
- Manufacturer safety guidelines and recommendations.
- Operating in a reasonable, safe, and prudent manner for the circumstances or conditions.
- Respecting the rights and safety of other persons, animals, and property.

Overview – Specific Changes and Additions

Chapter 9 – OFFENSES, Article 9-7, Parking and Obstructions

- Reorganized or moved several sections.
- Updated Parking sections to include all “conveyances.”
- Added multi-use trails to the Parking on Sidewalks section.
- Added a subsection that allows the Town to designate zones or areas for parking
- New items in the Stopping, Standing, or Parking Prohibited section.
- Updated the Semi-trailer section to include parking prohibitions for oversized conveyances.
- Decriminalized parking on private property.
- New section for parking on Town property and Public Right-of-way.
- New section for Electric Vehicle Charging Spaces.
- New section for overnight parking.
- New section for obstruction of public property.
- New section for prohibitions in parking areas.
- Update to the towing section.



Chapter 9 – OFFENSES, Article 9-10, Traffic

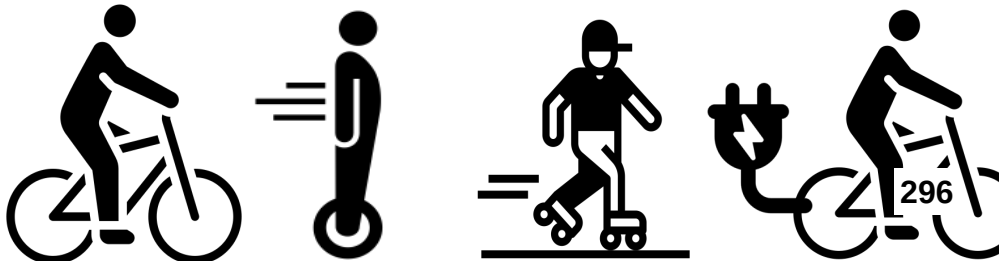
- Reorganized or moved several sections.
- Updated traffic sections to include all “conveyances.”
- Repealing “Blocking traffic” (using another code).
- Updated Driving on Private Property.

Overview – Specific Changes and Additions

Chapter 9 – OFFENSES, Article 9-11, Operation of Bicycles and Other Power-Driven Mobility Devices

- New sections that provide specific prohibitions for where these devices cannot operate
- New section that outlines the responsibility of parents, guardians, and custodians.
- Section with Rules of Operation
  - Obey all traffic rules/laws related to motor vehicles.
  - Requirement to yield the right of way.
  - Remain at a safe distance (not following too closely).
  - Obey posted speed limit.
  - Speed reasonable and prudent.
  - Required braking system.
  - Prohibit attachment to motor vehicles or other self-propelled devices.
  - Prohibit carrying items that inhibit the ability to safely steer the device.
  - Responsible for damage to public property damage.
  - Prohibit structural changes to the device.
  - Prohibits passengers unless designed for passengers.
  - Lights/equipment required.
  - Prohibits a siren or whistle.
  - Prohibits towing unless a reasonable accommodation is required.





Questions



ORDINANCE 823-23

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE QUEEN CREEK TOWN CODE CHAPTER 4, POLICE DEPARTMENT, ARTICLE 4-4, ABANDONED, UNCLAIMED, TOWED OR IMPOUNDED PROPERTY; AMENDING CHAPTER 9, OFFENSES, ARTICLE 9-7, PARKING AND OBSTRUCTIONS; ADDING A NEW ARTICLE 9-11, OPERATION OF BICYCLES AND OTHER POWER-DRIVEN MOBILITY DEVICES; AMENDING ARTICLE 9-10, TRAFFIC; AMENDING CHAPTER 11, TRAFFIC, ARTICLE 11-1, GENERAL; AMENDING ARTICLE 11-2; AMENDING ARTICLE 11-5, OPERATION OF BICYCLES AND OTHER POWER-DRIVEN MOBILITY DEVICES; ADDING ARTICLE 11-6, SHARED BICYCLES OR SHARED OTHER POWER-DRIVEN MOBILITY SYSTEMS; RENUMBERING ARTICLE 11-5 PENALTIES TO ARTICLE 11-15; AMENDING CHAPTER 14, STREETS AND SIDEWALKS, BY ADDING A NEW ARTICLE 14-1, DEFINITIONS; MOVING AND AMENDING ARTICLE 14-1 TO 14-2, SIDEWALKS; MOVING AND AMENDING ARTICLE 14-2 TO 14-3, STREETS; AND MOVING AND RENUMBERING ARTICLE 14-3, SCALLOPED STREET ASSESSMENTS, TO ARTICLE 14-4.

WHEREAS, Arizona Revised Statutes, including A.R.S. §§ 9-24 and 9-276 and Title 28, allows the Town to regulate traffic, parking, streets, sidewalks and operation of vehicles and conveyances within the Town; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town, and important to the health, welfare, and safety of the Town and its residents, to update and amend Chapter 4, Police Department; Article 9, Offenses; Article 11, Traffic; and Chapter 14, Streets and Sidewalks; to address the changes in technology and use of vehicles and conveyances, and provide necessary updates in the Town Code and the enforcement thereof; and

WHEREAS, A.R.S. § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full;

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

Section 1. The attached Exhibit A is declared to be a public record and is adopted and incorporated herein by this reference.

Section 2. The Queen Creek Town Code, Chapter 9, Offenses, including Article 9-7, Parking; Article 9-10, Traffic, and Article 9-11, Operation Of Bicycles And Other Power-Driven Mobility Devices are amended as set forth in Exhibit A hereto.

Section 3. The Queen Creek Town Code, Queen Creek Town Code Chapter 11, including Article 11-1, General; Section 11-2-17, Penalty; Article 11-5, Operation Of

Bicycles And Other Power-Driven Mobility Devices; Article 11-6, Shared Bicycles and Shared Power-Driven Mobility Systems; Article 11-15, Penalties; are amended as set forth in Exhibit A hereto.

Section 4. The Queen Creek Town Code, Chapter 14, Streets and Sidewalks, including Article 14-1, Definitions; Article 14-2, Sidewalks; Article 14-3; Article 14-4, Scalloped Street Assessments; are amended as set forth in Exhibit A hereto.

Section 5. The amendments to the Queen Creek Town Code include the following penalties in the referenced Sections:

(Additions are shown by ALL-CAPS; deletions are shown by ~~double strikethrough~~)

4-4-7 TOWED AND IMPOUNDED PROPERTY

B. TOWED OR IMPOUNDED PROPERTY SHALL BE RELEASED TO THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE IF ALL OF THE FOLLOWING ARE SATISFIED:
   1. THE OWNER OR AUTHORIZED REPRESENTATIVE PROVIDES SATISFACTORY IDENTIFICATION OR AUTHORIZATION.
   2. THE COST OF THE IMPOUNDMENT AND STORAGE HAVE BEEN PAID.
   3. THE PAYMENT OBLIGATION HAS BEEN SATISFIED.

C. PROPERTY THAT IS NOT RECLAIMED FROM THE TOWN WITHIN 60 DAYS AFTER THE DATE OF THE NOTICE OF VIOLATION SHALL BE CONSIDERED ABANDONED AND MAY BE SOLD OR OTHERWISE DISPOSED OF BY THE TOWN IN ACCORDANCE WITH TOWN CODE, CHAPTER 4, ARTICLE 4-4.

D. THE PENALTIES HEREIN ARE IN ADDITION TO ANY OTHER PENALTIES ESTABLISHED BY THE LAW. THIS SECTION SHALL NOT BE INTERPRETED AS LIMITING THE PENALTIES, ACTIONS, ABATEMENT PROCEDURES, AND OTHER REMEDIES THAT MAY BE TAKEN BY THE TOWN OR OTHER PERSONS UNDER WRITTEN AGREEMENTS OR ANY LAW, ORDINANCE, OR RULE, INCLUDING, BUT NOT LIMITED TO, PUBLIC NUISANCE ACTIONS FOR ABATEMENT AND DAMAGES. IN ADDITION, THE IMPOSITION OF A PENALTY OR FEE DOES NOT PREVENT THE REVOCATION OR SUSPENSION OF A LICENSE, PERMIT, OR FRANCHISE.

9-7-2 RESTRICTED PARKING AREAS FOR THE PHYSICALLY DISABLED

D. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-3 PARKING A CONVEYANCE ON PUBLIC SIDEWALKS AND MULTI-USE TRAILS

C. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-4 PARKING A CONVEYANCE ON LANDSCAPING OR CURBS

B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-5 STOPPING, STANDING, OR PARKING PROHIBITED

B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-6 PARKING OF OVERSIZED CONVEYANCES, VEHICLES, TRUCKS, TRAILERS, AND EQUIPMENT

D. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-7 PARKING FOR CERTAIN PURPOSES PROHIBITED

B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-8 PARKING ON PRIVATE PROPERTY

C. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-9 PARKING NEAR CURBS

C. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-11 PARKING IN ELECTRIC VEHICLE CHARGING SPACES

B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-12 OVERNIGHT PARKING

C. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-13 OBSTRUCTION OF PUBLIC PROPERTY

B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-13 OBSTRUCTION OF PUBLIC PROPERTY

B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-14 PROHIBITION IN PARKING AREAS

D. VIOLATION OF THIS SECTION AUTHORIZES THE TOWN OR OWNER, OPERATOR, OR AGENT THEREOF TO ORDER THE PERSON TO LEAVE THE PROPERTY.
E. VIOLATION OF SUBSECTIONS A, B, OR C IS A CIVIL VIOLATION.
F. REFUSAL TO LEAVE THE PROPERTY SUBSEQUENT TO AN ORAL OR WRITTEN ORDER UNDER SECTION 9-7-14(D) IS A CLASS 3 MISDEMEANOR AND SUBJECTS THE CONVEYANCE TO BE TOWED AT THE OWNER'S EXPENSE.

9-7-15 TOWING

A. IT IS UNLAWFUL FOR A PERSON TO TOW A CONVEYANCE WITHOUT THE CONSENT OF THE OWNER OR THE OWNER'S AGENT WITHOUT NOTIFYING THE POLICE DEPARTMENT AS REQUIRED UNDER SECTION 10-5-6 OF THE TOWN CODE. VIOLATION OF THIS SUBSECTION IS A CLASS 1 MISDEMEANOR.

9-10-21 Penalty

A. Except as otherwise provided in the Town Code, or State Statute, a violation of any provision of this Section is a Civil ~~Traffic~~ Offense.

9-11-1 OPERATION OF BICYCLES OR OTHER POWER-DRIVEN MOBILITY DEVICES (OPDMDS); PROHIBITIONS & RULES OF OPERATION

H. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-11-2 RESPONSIBILITY OF PARENTS, GUARDIANS, AND CUSTODIANS

B. VIOLATION OF THIS SECTION BY PARENT, GUARDIAN, OR CUSTODIAN OF A CHILD OR WARD IS A CIVIL OFFENSE. ANY VIOLATION OF THIS CODE COMMITTED BY THE CHILD OR WARD WILL BE ADDRESSED AS A SEPARATE OFFENSE.

14-2-1 Sidewalk Maintenance; Owner or Occupier Responsibility

C. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

14-2-2 Obstruction in Sidewalk; Owner or Occupier Responsibility

C. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

14-3-1 Obstruction in Street; Owner or Occupier Responsibility

C. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

14-3-2 Open Junk Storage Prohibited

B. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

14-3-3 Depositing, Sweeping, Draining Onto Street or Town Property Prohibited

B. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

Section 6. If any section, subsection, clause, phrase, or portion of this Ordinance or any part of these amendments to the Town Code is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 7. At least one paper copy and one electronic copy of this ordinance and exhibits are to be filed in the office of the Town Clerk.

PASSED AND ADOPTED BY the Common Council of the Town of Queen Creek, Arizona, this 1st day of November 2023.

FOR THE TOWN OF QUEEN CREEK:

Julia Wheatley Mayor

ATTESTED TO:

Maria Gonzalez, Town Clerk

REVIEWED BY:

Bruce Gardner, Town Manager

APPROVED AS TO FORM:

Scott A. Holcomb, Town Attorney

ORDINANCE 823-23
Exhibit A

Deletions are shown in ~~Double Strikethrough~~
Additions are shown in ALL CAPITALS
Comments are shown in *Italics*

Queen Creek Town Code Chapter 4, Police ,
Article 4-4, ABANDONED, UNCLAIMED, TOWED OR IMPOUNDED PROPERTY
ARTICLE 4-4 Abandoned, ~~or~~ Unclaimed, TOWED OR UNCLAIMED Property

A new Section 4-4-7 is added as follows.

4-4-7 TOWED AND IMPOUNDED PROPERTY

A. IF THE TOWN TOWS OR IMPOUNDS PROPERTY SUBSEQUENT TO A VIOLATION OF ARTICLE 9-7, AS OUTLINED IN 9-17-15, THE OWNER OF THE PROPERTY MAY REQUEST A HEARING TO DETERMINE THE VALIDITY OF THE TOW OR IMPOUNDMENT BY FILING A WRITTEN REQUEST WITH THE POLICE DEPARTMENT NO LATER THAN 15 DAYS FROM THE DATE OF THE NOTICE OF VIOLATION.
    1. THE HEARING SHALL OCCUR WITHIN 30 CALENDAR DAYS AFTER THE WRITTEN REQUEST IS FILED WITH THE POLICE DEPARTMENT.
    2. THE HEARING SHALL BE CONDUCTED BY A HEARING OFFICER DESIGNATED BY THE TOWN MANAGER.
    3. FAILURE TO FILE A TIMELY HEARING REQUEST CONSTITUTES A WAIVER OF ANY RIGHTS THE OWNER MAY HAVE TO A HEARING.
    4. THE OWNER SHALL PAY ALL TOW, IMPOUNDMENT, AND STORAGE COSTS NO LATER THAN 60 DAYS FROM THE DATE OF THE NOTICE OF VIOLATION.
    5. A REQUEST FOR A HEARING SHALL NOT RELIEVE THE OWNER FROM THE PAYMENT OBLIGATION RELATED TO TOW, IMPOUNDMENT, AND STORAGE COSTS.
    6. BASED ON THE OUTCOME OF THE HEARING, THE TOWN MAY BE DIRECTED TO REIMBURSE THE OWNER FOR A PORTION, OR ALL OF THE COSTS ASSOCIATED WITH THE TOW, IMPOUNDMENT, OR STORAGE.
B. TOWED OR IMPOUNDED PROPERTY SHALL BE RELEASED TO THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE IF ALL OF THE FOLLOWING ARE SATISFIED:
    1. THE OWNER OR AUTHORIZED REPRESENTATIVE PROVIDES SATISFACTORY IDENTIFICATION OR AUTHORIZATION.
    2. THE COST OF THE IMPOUNDMENT AND STORAGE HAVE BEEN PAID.
    3. THE PAYMENT OBLIGATION HAS BEEN SATISFIED.
C. PROPERTY THAT IS NOT RECLAIMED FROM THE TOWN WITHIN 60 DAYS AFTER THE DATE OF THE NOTICE OF VIOLATION SHALL BE CONSIDERED

ABANDONED AND MAY BE SOLD OR OTHERWISE DISPOSED OF BY THE TOWN IN ACCORDANCE WITH TOWN CODE, CHAPTER 4, ARTICLE 4-4.

D. THE PENALTIES HEREIN ARE IN ADDITION TO ANY OTHER PENALTIES ESTABLISHED BY THE LAW. THIS SECTION SHALL NOT BE INTERPRETED AS LIMITING THE PENALTIES, ACTIONS, ABATEMENT PROCEDURES, AND OTHER REMEDIES THAT MAY BE TAKEN BY THE TOWN OR OTHER PERSONS UNDER WRITTEN AGREEMENTS OR ANY LAW, ORDINANCE, OR RULE, INCLUDING, BUT NOT LIMITED TO, PUBLIC NUISANCE ACTIONS FOR ABATEMENT AND DAMAGES. IN ADDITION, THE IMPOSITION OF A PENALTY OR FEE DOES NOT PREVENT THE REVOCATION OR SUSPENSION OF A LICENSE, PERMIT, OR FRANCHISE.
E. THIS SECTION SHALL NOT INCLUDE OR HAVE ANY JURISDICTION OVER ANY TOW OR IMPOUND PURSUANT TO A.R.S. § 28-3511.

Queen Creek Town Code Chapter 9, OFFENSES, Article 9-7, PARKING AND OBSTRUCTIONS

Chapter 9, Offenses, Article 7, Parking, is replaced with the following Article 9-7, Parting and Obstructions.

9-7-1- DEFINITIONS

DEFINITIONS PROVIDED IN CHAPTERS 11 AND 14 OF THIS CODE SHALL APPLY TO THIS ARTICLE.

9-7-2 RESTRICTED PARKING AREAS FOR THE PHYSICALLY DISABLED

A. IT IS UNLAWFUL FOR A PERSON TO PARK A CONVEYANCE IN A PARKING SPACE ON EITHER PUBLIC OR PRIVATE PROPERTY SET ASIDE AND IDENTIFIED FOR USE ONLY BY PERSONS WITH PHYSICAL DISABILITIES UNLESS THE CONVEYANCE IS A MOTOR VEHICLE AND DISPLAYS A VALID PERMANENT DISABILITY OR TEMPORARY DISABILITY REMOVABLE WINDSHIELD PLACARD; OR THE INTERNATIONAL SYMBOL OF ACCESS SPECIAL PLATES THAT ARE CURRENTLY REGISTERED TO THE MOTOR VEHICLE AS PRESCRIBED IN A.R.S. § 28-884.
B. A PERSON SHALL NOT STOP, STAND, OR PARK A CONVEYANCE, INCLUDING A MOTOR VEHICLE DISPLAYING AN INTERNATIONAL SYMBOL OF ACCESS SPECIAL PLATE OR PLACARD, IN THE ACCESS AISLE OF A PARKING SPACE DESCRIBED IN SECTION A.R.S. § 28-882. FOR THE PURPOSES OF THIS SUBSECTION, "ACCESS AISLE" MEANS A DESIGNATED AREA ADJACENT TO A PARKING SPACE DESCRIBED IN SECTION A.R.S. § 28-882 THAT IS MARKED BY EITHER SPACED, CROSSHATCHED OR DIAGONAL STRIPES OR A DISTINCTIVE CHANGE IN COLOR OR MATERIAL AND THAT LEADS TO AN ACCESSIBLE ROUTE OF TRAVEL.

C. SUBSECTION A OF THIS SECTION SHALL APPLY ONLY TO THOSE PARKING SPACES THAT ARE IDENTIFIED WITH STANDARD SIGNS OR OTHER MARKERS, AS APPROVED BY THE TOWN.
D. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-3 PARKING A CONVEYANCE ON PUBLIC SIDEWALKS AND MULTI-USE TRAILS

A. IT IS UNLAWFUL FOR ANY PERSON TO PARK ANY CONVEYANCE, WHETHER IN USABLE CONDITION OR NOT, UPON ANY PUBLIC SIDEWALK OR MULTI-USE TRAILS, OR OUTSIDE SPECIFIC ZONES DESIGNATED BY THE TOWN PURSUANT TO SECTION 9-7-3(B) IN THE TOWN.
B. THE TOWN MAY DESIGNATE SPECIFIC ZONES OR AREAS WHERE MOBILITY DEVICES OR SHARED MOBILITY DEVICES MAY BE PARKED ON A SIDEWALK OR MULTI-USE TRAIL.
C. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-4 PARKING A CONVEYANCE ON LANDSCAPING OR CURBS

A. IT IS UNLAWFUL FOR ANY PERSON TO PARK ANY CONVEYANCE, WHETHER IN USABLE CONDITION OR NOT, UPON ANY:
   1. PUBLIC LANDSCAPED AREA; OR
   2. OVER CURBS ON A PUBLIC STREET OR PUBLIC PROPERTY IN THE TOWN.

B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-5 STOPPING, STANDING, OR PARKING PROHIBITED

A. NO PERSON SHALL STOP, STAND, OR PARK A CONVEYANCE, EXCEPT WHEN NECESSARY TO AVOID CONFLICT WITH OTHER TRAFFIC OR IN COMPLIANCE WITH LAW OR THE DIRECTIONS OF AN AUTHORIZED ENFORCEMENT AGENT OR TRAFFIC CONTROL DEVICE, EITHER ON PUBLIC OR PRIVATE PROPERTY, IN ANY OF THE FOLLOWING PLACES:
   1. WITHIN FIFTEEN FEET OF A FIRE HYDRANT.
   2. IN ANY AREA DESIGNATED AS A FIRE LANE.
   3. IN ANY AREA DESIGNATED AS PROHIBITING STOPPING, STANDING, OR PARKING.
   4. IN A MARKED SCHOOL CROSSING ZONE DESIGNATED BY APPROPRIATE DEVICE, MARKS OR LINES UPON THE SURFACE OF THE ROADWAY AS PROVIDED UNDER SECTION 11-3-7 OF THE TOWN CODE.
   5. IN FRONT OF OR WITHIN A PUBLIC OR PRIVATE DRIVEWAY OR THE ENTRANCE TO AN ALLEY.
   6. IN ANY PORTION OF A SIDEWALK, CURB RAMP, STREET, TRAIL, OR BUILDING ENTRANCE OR EXIT THAT PROVIDES ACCESS TO DISABLED PERSONS PURSUANT TO THE AMERICANS WITH DISABILITIES ACT.
   7. IN A PEDESTRIAN CROSSWALK.
   8. IN A DESIGNATED TURN OR BICYCLE LANE.

9. ON THOSE ROADWAYS WITHOUT CURBS IN A MANNER SO AS TO FORCE A PEDESTRIAN TO WALK IN THE TRAVELED PORTION OF THE ROADWAY.
10. IN THE TRAVELED PORTION OF A ROADWAY, INCLUDING AN INTERSECTION AND PEDESTRIAN CROSSING.
    IN A ROADWAY MEDIAN.

B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-6 PARKING OF OVERSIZED CONVEYANCES, VEHICLES, TRUCKS, TRAILERS, AND EQUIPMENT

A. NO PERSON SHALL STAND OR PARK ANY OF THE FOLLOWING ON ANY STREET, ALLEY, OR OTHER PUBLIC RIGHT-OF-WAY FOR A PERIOD OF TIME LONGER THAN TWO (2) HOURS, EXCEPT SUCH CONVEYANCES MAY BE PARKED FOR A LONGER PERIOD OF TIME ONLY WHEN SUCH PARKING IS NECESSARILY REQUIRED WHILE ACTUALLY LOADING, UNLOADING, DELIVERING OR MAKING A SERVICE CALL AT A RESIDENCE:
    1. CONVEYANCES WITH A GROSS VEHICLE WEIGHT RATING (GVWR) IN EXCESS OF 16,000 POUNDS.
    2. ANY BACKHOES, LOADERS, SKIDDERS, EXCAVATORS, TRACTORS, HARVESTING EQUIPMENT, AND OTHER LARGE IMPLEMENTS OF HUSBANDRY.
    3. ANY TRAILER OR SEMI-TRAILER DESIGNED OR INTENDED TO BE DRAWN BEHIND A MOTOR VEHICLE AND USED OR DESIGNED FOR A BUSINESS PURPOSE.
B. NO PERSON SHALL PARK A RECREATIONAL VEHICLE, BUS, BOAT, UTILITY TRAILER, ANIMAL TRAILER, CAMPING TRAILER, ATV/UTV/MOTORCYCLE HAULER, OR OTHER TYPE OF TRAILER ON A RESIDENTIAL STREET, EXCEPT A PERSON MAY PARK SUCH CONVEYANCE FOR THE PURPOSE OF LOADING AND UNLOADING AND NOT FOR MORE THAN FORTY-EIGHT (48) HOURS.
C. UNDER NO CIRCUMSTANCES SHALL A PERSON BE ALLOWED TO INHABIT ANY OF THE PRESCRIBED CONVEYANCES WHILE PARKED ON THE STREET.
D. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-7 PARKING FOR CERTAIN PURPOSES PROHIBITED

A. NO PERSON SHALL PARK A CONVEYANCE UPON ANY PORTION OF THE TOWN'S RIGHT-OF-WAY FOR THE PURPOSE OF:
    1. DISPLAYING SUCH CONVEYANCE FOR SALE.
    2. WASHING, GREASING, OR REPAIRING SUCH CONVEYANCE EXCEPT REPAIRS NECESSITATED BY ANY EMERGENCY.
    3. DISPLAYING ADVERTISING.
    4. DISPLAYING COMMERCIAL EXHIBITS.
    5. SALE OF ANY SERVICES OR MERCHANDISE.
B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-8 PARKING ON PRIVATE PROPERTY

A. IT IS UNLAWFUL FOR ANY PERSON TO PARK A CONVEYANCE, FULLY OR PARTIALLY, IN ANY PRIVATE DRIVEWAY, ON PRIVATE PROPERTY, OR ON PRIVATE PARKING AREAS WITHOUT THE EXPRESS OR IMPLIED CONSENT OF THE OWNER OR PERSON IN LAWFUL POSSESSION OF SUCH PREMISES.
B. NO PERSON SHALL PARK OR LEAVE ANY CONVEYANCE, CAMPER, BOAT, RECREATIONAL VEHICLE, OR OTHER FORM OF TRANSPORTATION UPON THE PRIVATE PROPERTY OF ANOTHER WITHOUT DISPLAYING IN PUBLIC VIEW THE WRITTEN PERMISSION OF THE PROPERTY OWNER OR THE PERSON ENTITLED TO IMMEDIATE POSSESSION THEREOF OR THE AUTHORIZED AGENT OF EITHER.
C. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-9 PARKING NEAR CURBS

A. EXCEPT AS OTHERWISE POSTED, A PERSON WHO STOPS OR PARKS A CONVEYANCE ON A ROADWAY WHERE THERE ARE ADJACENT CURBS SHALL STOP OR PARK THE CONVEYANCE WITH ITS RIGHT-HAND WHEELS PARALLEL TO AND WITHIN EIGHTEEN INCHES OF THE RIGHT-HAND CURB.
B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-10 PARKING ON TOWN PROPERTY AND PUBLIC RIGHT-OF-WAY

A. NO PERSON SHALL PARK ANY CONVEYANCE WHICH IS INOPERABLE ON ANY STREET, TOWN PROPERTY, OR PUBLIC RIGHT-OF-WAY.
B. NO PERSON SHALL PARK ANY VEHICLE, TRUCK, TRACTOR, TRAILER, SEMI-TRAILER, OR OTHER CONVEYANCE SO AS TO BLOCK A LANE OF TRAVEL ON A PUBLIC RIGHT-OF-WAY OR OTHERWISE INTERFERE WITH THE SAFE AND EFFICIENT MOVEMENT OF TRAFFIC.
C. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-11 PARKING IN ELECTRIC VEHICLE CHARGING SPACES

A. NO PERSON SHALL STAND OR PARK A CONVEYANCE IN AN ELECTRIC VEHICLE CHARGING SPACE AT ANY TIME EXCEPT FOR THE USE OF CHARGING A VEHICLE.
B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-12 OVERNIGHT PARKING

A. THE TOWN MAY PROHIBIT OVERNIGHT PARKING ON TOWN PROPERTY.
B. NO PERSON SHALL PARK A CONVEYANCE OVERNIGHT AT ANY PLACE WHERE THE TOWN HAS POSTED SIGNS PROHIBITING OVERNIGHT PARKING.
C. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-13 OBSTRUCTION OF PUBLIC PROPERTY

A. EXCEPT FOR EMERGENCY REASONS OR WHERE OTHERWISE ALLOWED BY THE TOWN OR STATE LAW, IT IS UNLAWFUL FOR ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY BY ITSELF OR THROUGH ANOTHER, TO PLACE OR MAINTAIN UPON TOWN OR OTHER PUBLIC PROPERTY ANYTHING THAT OBSTRUCTS OR INTERFERES WITH THE FREE USE OF OR PASSAGE UPON SUCH PROPERTY, OR WHICH OTHERWISE INTERFERES WITH ANY LAWFULLY CONDUCTED BUSINESS IN OR UPON, FACING OR FRONTING ONTO ANY SUCH PUBLIC PROPERTY.
B. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-7-14 PROHIBITION IN PARKING AREAS

A. NO PERSON SHALL USE TOWN-OWNED PARKING AREAS FOR ANY ACTIVITY THAT IS SPECIFICALLY PROHIBITED BY APPROPRIATE POSTING OR IS UNSAFE AS TO INFRINGE UPON THE SAFETY OF THEMSELVES OR OTHERS.
B. TOWN-OWNED PARKING AREAS MAY ONLY BE USED FOR THE PARKING OF MOTOR VEHICLES OR FOR OTHER USES EXPRESSLY APPROVED IN ADVANCE BY THE TOWN.
C. IT SHALL BE UNLAWFUL FOR ANY PERSON TO USE TOWN-OWNED PARKING AREAS FOR UNAUTHORIZED PURPOSES.
D. VIOLATION OF THIS SECTION AUTHORIZES THE TOWN OR OWNER, OPERATOR, OR AGENT THEREOF TO ORDER THE PERSON TO LEAVE THE PROPERTY.
E. VIOLATION OF SUBSECTIONS A, B, OR C IS A CIVIL VIOLATION.
F. REFUSAL TO LEAVE THE PROPERTY SUBSEQUENT TO AN ORAL OR WRITTEN ORDER UNDER SECTION 9-7-14(D) IS A CLASS 3 MISDEMEANOR AND SUBJECTS THE CONVEYANCE TO BE TOWED AT THE OWNER'S EXPENSE.

9-7-15 TOWING

A. IT IS UNLAWFUL FOR A PERSON TO TOW A CONVEYANCE WITHOUT THE CONSENT OF THE OWNER OR THE OWNER'S AGENT WITHOUT NOTIFYING THE POLICE DEPARTMENT AS REQUIRED UNDER SECTION 10-5-6 OF THE TOWN CODE. VIOLATION OF THIS SUBSECTION IS A CLASS 1 MISDEMEANOR.
B. THE TOWN MAY REMOVE ANY CONVEYANCE THAT IS:
    1. PARKED UPON A SIDEWALK, STREET, OR OTHER RIGHT-OF-WAY WHERE SUCH CONVEYANCE CONSTITUTES AN OBSTRUCTION TO TRAFFIC.
    2. PARKED UPON A SIDEWALK, STREET, OR OTHER RIGHT-OF-WAY WHERE SUCH CONVEYANCE CONSTITUTES A HAZARD.
    3. PARKED UPON A SIDEWALK, STREET, OR OTHER RIGHT-OF-WAY WHERE SUCH CONVEYANCE IS PARKED IN FRONT OF A PUBLIC OR PRIVATE DRIVEWAY.
    4. ABANDONED AS OUTLINED IN ARTICLE 10-5.

5. PARKED, STOPPED, OR STANDING IN VIOLATION OF ANY PROVISION CONTAINED IN ARTICLE 9-7.

C. THE TOWN MAY REMOVE ANY CONVEYANCE PARKED IN AN AREA WHERE SIGNS ARE ERECTED GIVING NOTICE THAT CONVEYANCES PARKED IN VIOLATION OF THE PARKING RESTRICTIONS MAY BE TOWED AT THE OWNER'S EXPENSE.

D. THE TOWN MAY IMMEDIATELY CAUSE THE REMOVAL OR RELOCATION OF ANY OBSTRUCTION IF THE OBSTRUCTION WILL IMPEDE EMERGENCY SERVICES, OBSTRUCT VEHICLE TRAFFIC, OR CREATE A SAFETY HAZARD TO THE PUBLIC ON A PUBLIC RIGHT-OF-WAY, SIDEWALK, MULTI-USE TRAIL, OR OTHER TOWN-OWNED PROPERTY.

E. IN ADDITION, THE TOWN MAY CAUSE THE IMPOUNDMENT AND STORAGE OF ANY PROPERTY USED IN THE COMMISSION OF A VIOLATION OF THIS ARTICLE AS OUTLINED IN THIS SECTION 9-7-15 AT THE SOLE COST OF THE RESPONSIBLE PARTY.

9-7-16 RESERVED

9-7-17 RESERVED

9-7-18 RESERVED

9-7-19 RESERVED

9-7-20 RESERVED

9-7-21 VIOLATIONS

A. EXCEPT AS OTHERWISE SPECIFIED, VIOLATION OF ANY PROVISION OF THIS ARTICLE IS A CIVIL OFFENSE.

B. WITH RESPECT TO A VIOLATION THAT IS CONTINUING IN NATURE, EACH DAY THAT THE VIOLATION OCCURS IS A SEPARATE OFFENSE.

C. VIOLATION OF THIS ARTICLE MAY ALSO RESULT IN THE CONVEYANCE INVOLVED IN THE VIOLATION TO BE SEIZED, IMPOUNDED, AND/OR TOWED AT THE OWNER'S EXPENSE.

Queen Creek Town Code Chapter 9, OFFENSES, Article 9-10, TRAFFIC

~~**9-10-1 Blocking Traffic**~~

~~A. It is unlawful for any person to stop, stand or park any motor vehicle, or other vehicle, upon a street in the Town in such a manner or under such conditions as to leave available less than twenty feet of the width of the roadway for the free movement of vehicular traffic, except that a person may stop temporarily in the actual loading or unloading of passengers, or when~~

~~necessary, in the observance of traffic control devices, or as directed by the Town Police Department or Fire Department.~~

9-10-1 Definitions

DEFINITIONS PROVIDED IN CHAPTERS 11 AND 14 OF THIS CODE SHALL APPLY TO THIS ARTICLE.

Sections 9-10-2 through 9-10-6 remain unchanged.

9-10-7 Driving On Private Property

A. It is unlawful for any person to operate, drive, or leave any CONVEYANCE ~~motor vehicle, motorcycle, motor scooter, mini-bike, trail bike, dune buggy, jeep~~ or other form of transportation upon the private property of another or upon public property which is not held open to the public for conveyance use, without EXPRESSED WRITTEN permission from the owner of the property or the person who is entitled to immediate possession thereof, or the authorized agent of either.
B. Any person stopped by an Authorized Enforcement Agent for investigation of a violation of this Section, the person shall show proof that the permission required has been obtained and from whom permission was obtained.
C. Violation of this Section is a Class 3 Misdemeanor.

Sections 9-10-8 through 9-10-9 remain unchanged and Section 9-10-10 is moved to 9-10-21.

9-10-10 RESERVED

9-10-11 RESERVED

9-10-12 RESERVED

9-10-13 RESERVED

9-10-14 RESERVED

9-10-15 RESERVED

9-10-16 RESERVED

9-10-17 RESERVED

9-10-18 RESERVED

9-10-19 RESERVED

9-10-20 RESERVED

9-10-21 Penalty

A. Except as otherwise provided in the Town Code, or State Statute, a violation of any provision of this Section is a Civil ~~Traffic~~ Offense.
B. Penalties for certain specific violations are set forth in Article 11-21 of the Town Code.
C. It is unlawful for any person or their agent who causes, permits, facilitates, aids, or abets any violation of this Article, or who fails to perform any act or duty required pursuant to Chapter 11 of the Town Code.
D. The person and their agent may be found to be individually responsible for the violations, the prescribed sanctions, and the abatement of the violations.

Queen Creek Town Code Chapter 9, OFFENSES, Article 9-11, OPERATION OF BICYCLES AND OTHER POWER-DRIVEN MOBILITY DEVICES

New Chapter 9-11 is added as follows.

9-11-1 OPERATION OF BICYCLES OR OTHER POWER-DRIVEN MOBILITY DEVICES

A. DEFINITIONS FOR THIS ARTICLE ARE PROVIDED IN CHAPTER 11.

B. IT IS UNLAWFUL TO OPERATE A BICYCLE, ELECTRIC BICYCLE, OR MOTORIZED GAS-POWERED BICYCLE WITHIN ANY AREA WHERE PROHIBITED BY SIGNAGE.

C. IT IS UNLAWFUL TO OPERATE A CLASS 3 ELECTRIC BICYCLE OR A MOTORIZED ELECTRIC-POWERED BICYCLE IN THE FOLLOWING LOCATIONS:

1. WITHIN ANY AREA WHERE SIGNAGE PROHIBITS SUCH OPERATION.
2. IN A MULTI-USE PATH.
3. ON A SIDEWALK.

D. IT IS UNLAWFUL TO OPERATE A MOPED IN THE FOLLOWING LOCATIONS:

1. WITHIN ANY AREA WHERE SIGNAGE PROHIBITS SUCH OPERATION.
2. IN A MULTI-USE PATH.
3. ON A SIDEWALK.
4. IN A BICYCLE LANE.

E. IT IS UNLAWFUL TO OPERATE A MICROMOBILITY DEVICE IN THE FOLLOWING LOCATIONS:

1. WITHIN ANY AREA WHERE SIGNAGE PROHIBITS SUCH OPERATION.
2. WITHIN ANY PUBLIC STREET WHERE THE SPEED LIMIT IS GREATER THAN 25 MILES PER HOUR.

F. IT IS UNLAWFUL TO OPERATE A MOTORIZED SKATEBOARD OR MOTORIZED PLAY VEHICLE IN THE FOLLOWING LOCATIONS:

1. WITHIN ANY AREA WHERE SIGNAGE PROHIBITS SUCH OPERATION.
2. WITHIN ANY PUBLIC STREET WHERE THE SPEED LIMIT IS GREATER THAN 25 MILES PER HOUR.

G. RULES OF OPERATION

1. IT IS UNLAWFUL FOR ANY PERSON OPERATING A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE TO FAIL TO OBEY THE INSTRUCTIONS OF OFFICIAL TRAFFIC-CONTROL SIGNALS, SIGNS, AND OTHER TRAFFIC DIRECTION DEVICES APPLICABLE TO MOTOR VEHICLES UNLESS OTHERWISE DIRECTED BY A POLICE OFFICER.
2. THE OPERATOR OF A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE SHALL YIELD THE RIGHT-OF-WAY TO PEDESTRIANS, EQUINE, AND OTHER SLOWER CONVEYANCES BY REDUCING SPEED, STOPPING, OR MOVING SAFELY TO THE LEFT WHILE PASSING. A PEDESTRIAN OR OTHER DEVICE/USER SHALL NOT SUDDENLY TRAVERSE INTO THE PATH OF A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICETHAT IS SO CLOSE THAT IT IS IMPRACTICAL OR IMPOSSIBLE FOR THE OPERATOR TO YIELD.
3. THE OPERATOR OF A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE SHALL REMAIN AT A SAFE DISTANCE BEHIND PEDESTRIANS, EQUINE, AND CONVEYANCES AND SHALL NOT FOLLOW TOO CLOSELY.
4. NO PERSON SHALL OPERATE A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE AT A SPEED GREATER THAN THE POSTED SPEED LIMIT OR AT A SPEED GREATER THAN IS REASONABLE AND PRUDENT UNDER EXISTING CIRCUMSTANCES.
5. NO PERSON SHALL OPERATE A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE IN THE TOWN UNLESS IT IS EQUIPPED WITH A BRAKING SYSTEM IN SUFFICIENT WORKING ORDER TO CONTROL AND STOP THE MOVEMENT OF THE DEVICE.
6. NO PERSON OPERATING OR RIDING UPON A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE SHALL ATTACH THEMSELVES OR THE BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE TO ANY OTHER MOTOR VEHICLE OR CONVEYANCE THAT IS SELF-PROPELLED.
7. NO PERSON SHALL OPERATE A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE WHILE CARRYING ANY PACKAGE, BUNDLE, OR OTHER ITEM THAT PREVENTS THE OPERATOR FROM SAFELY STEERING THE DEVICE.
8. THE OWNER OF A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PUBLIC PROPERTY CAUSED BY THE BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE.

9. IT IS UNLAWFUL TO OPERATE A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE THAT HAS BEEN STRUCTURALLY ALTERED FROM THE ORIGINAL MANUFACTURER'S DESIGN.
10. NO OPERATOR OF A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE SHALL ALLOW PASSENGERS UNLESS THE DEVICE WAS DESIGNED BY THE MANUFACTURER TO ALLOW FOR PASSENGERS.
11. A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE THAT IS USED AT NIGHTTIME SHALL HAVE A LAMP ON THE FRONT THAT EMITS A WHITE LIGHT VISIBLE FROM A DISTANCE OF AT LEAST 500 FEET TO THE FRONT AND A RED REFLECTOR ON THE REAR OF A TYPE THAT IS VISIBLE FROM ALL DISTANCES FROM 50 FEET TO THREE HUNDRED FEET TO THE REAR WHEN THE REFLECTOR IS DIRECTLY IN FRONT OF LAWFUL UPPER BEAMS OF HEADLAMPS ON ANOTHER MOTOR VEHICLE OR CONVEYANCE. A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE MAY HAVE A LAMP THAT EMITS A RED LIGHT VISIBLE FROM A DISTANCE OF 500 FEET TO THE REAR IN ADDITION TO THE RED REFLECTOR.
12. A PERSON SHALL NOT OPERATE A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE THAT IS EQUIPPED WITH A SIREN OR WHISTLE, EXCEPT THAT SUCH DEVICE MAY BE EQUIPPED WITH AN ANTI-THEFT ALARM.
13. A PERSON SHALL NOT OPERATE A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE WHILE TOWING OR PULLING ANOTHER PERSON, OR OBJECT. THIS DOES NOT APPLY TO ANY PERSON WHO REQUIRES A REASONABLE ACCOMMODATION AND IS UTILIZING A MECHANISM, TRAILER, OR OTHER DEVICE THAT IS SPECIFICALLY DESIGNED FOR THE PAYLOAD THAT IS BEING TOWED. HOWEVER, THIS MECHANISM, TRAILER, OR OTHER DEVICE CANNOT IMPAIR OR PROHIBIT THE SAFE OPERATION OF THE BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE.
14. IT IS UNLAWFUL TO OPERATE A CONVEYANCE IN VIOLATION OF ARTICLE 11-5 OF THE TOWN CODE.

H. VIOLATION OF THIS SECTION IS A CIVIL OFFENSE.

9-11-2 RESPONSIBILITY OF PARENTS, GUARDIANS, AND CUSTODIANS

A. A PARENT, GUARDIAN, OR CUSTODIAN OF A CHILD OR WARD SHALL NOT AUTHORIZE OR KNOWINGLY PERMIT THE CHILD OR WARD TO VIOLATE ANY PROVISIONS OF THIS ARTICLE.
B. VIOLATION OF THIS SECTION BY PARENT, GUARDIAN, OR CUSTODIAN OF A CHILD OR WARD IS A CIVIL OFFENSE. ANY VIOLATION OF THIS CODE COMMITTED BY THE CHILD OR WARD WILL BE ADDRESSED AS A SEPARATE OFFENSE.

Queen Creek Town Code Chapter 11, TRAFFIC,
Article 11-1, GENERAL

Article11-1 Town Engineer is retitled General and
Section 11-1-1 is moved to and renumbered as Section 11-1-2 and
Section 11-1-2 is moved to and renumbered as Section 11-1-3.

ARTICLE 11-1 GENERAL

11-1-1 DEFINITIONS

THE FOLLOWING WORDS, TERMS, AND PHRASES, WHEN USED IN THIS ARTICLE, SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THIS SECTION, EXCEPT WHERE THE CONTEXT CLEARLY INDICATES A DIFFERENT MEANING. SHOULD ANY DEFINITION IN CONFLICT WITH A.R.S. TITLE 28, THE DEFINITION UNDER STATE LAW SHALL APPLY, AND ANY SUBSTANTIVE AMENDMENT TO THE REFERENCED SECTION IN STATE LAW WILL BE AUTOMATICALLY INCORPORATED INTO THE DEFINITIONS BELOW:

"BICYCLE" (AS DEFINED IN A.R.S. § 28-101) MEANS A DEVICE, INCLUDING A RACING WHEELCHAIR, THAT IS PROPELLED BY HUMAN POWER AND ON WHICH A PERSON MAY RIDE, AND THAT HAS EITHER:

A. TWO TANDEM WHEELS, EITHER OF WHICH IS MORE THAN 16 INCHES IN DIAMETER, OR
B. THREE WHEELS IN CONTACT WITH THE GROUND, ANY OF WHICH IS MORE THAN 16 INCHES IN DIAMETER.

"BICYCLE LANE" MEANS A PATH OR LANE SPECIFICALLY DESIGNATED FOR THE PREFERENTIAL OR EXCLUSIVE USE OF BICYCLES.

"BUS ZONE" MEANS AN AREA SPECIFICALLY RESERVED FOR THE LOADING AND UNLOADING OF BUS PASSENGERS.

"CONVEYANCE," FOR THE PURPOSES OF CHAPTERS 9 AND 11 OF THIS CODE, SHALL BE CONSTRUED TO EMBRACE ANY MEANS OF HAULING OR TRANSPORTATION INCLUDING, BUT NOT LIMITED TO, BICYCLES, ELECTRIC BICYCLES, MOTORIZED ELECTRIC-POWERED BICYCLES, MOTORIZED GAS-POWERED BICYCLES, MICROMOBILITY DEVICES, MOPEDS, MOTOR-DRIVEN CYCLES, MOTORCYCLES, MOTOR VEHICLES, MOTORIZED PLAY VEHICLES, MOTORIZED SKATEBOARDS, MOTORIZED QUADRICYCLES, TRAILERS (OF ANY KIND), RECREATIONAL VEHICLES, LOADERS, BACKHOES, SKIDDERS, EXCAVATORS, TRACTORS, MOTOR HOMES, WAGONS, CARTS, OR OTHER VEHICLES.

"CROSSWALK" MEANS:

A. THAT PART OF A ROADWAY AT AN INTERSECTION INCLUDED WITHIN THE CONNECTIONS OF THE LATERAL LINES OF THE SIDEWALKS ON OPPOSITE

SIDES OF THE HIGHWAY MEASURED FROM THE CURBS OR IN THE ABSENCE OF CURBS FROM THE EDGES OF THE TRAVERSABLE ROADWAY, OR

B. ANY PORTION OF A ROADWAY AT AN INTERSECTION OR ELSEWHERE DISTINCTLY INDICATED FOR PEDESTRIAN CROSSING BY LINES OR OTHER MARKINGS ON THE SURFACE.

"ELECTRIC BICYCLE" (AS DEFINED IN A.R.S. § 28-101) MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS AND AN ELECTRIC MOTOR OF LESS THAN 750 WATTS, WHICH MEETS THE REQUIREMENTS OF A CLASS 1, CLASS 2, OR CLASS 3 ELECTRIC BICYCLE. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER OR STATE LAW, AN ELECTRIC BICYCLE IS SUBJECT TO THE SAME PROVISIONS OF THIS ARTICLE AS A BICYCLE.

A. *"CLASS 1 ELECTRIC BICYCLE"* MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR, WHICH PROVIDES ASSISTANCE ONLY WHEN THE RIDER IS PEDALING AND CEASES TO PROVIDE ASSISTANCE WHEN THE BICYCLE OR TRICYCLE REACHES THE SPEED OF 20 MILES PER HOUR.

B. *"CLASS 2 ELECTRIC BICYCLE"* MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR, WHICH MAY BE USED EXCLUSIVELY TO PROPEL THE BICYCLE OR TRICYCLE AND IS NOT CAPABLE OF PROVIDING ASSISTANCE WHEN THE BICYCLE OR TRICYCLE REACHES THE SPEED OF 20 MILES PER HOUR.

C. *"CLASS 3 ELECTRIC BICYCLE"* MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH AN ELECTRIC MOTOR, WHICH PROVIDES ASSISTANCE ONLY WHEN THE RIDER IS PEDALING AND CEASES TO PROVIDE ASSISTANCE WHEN THE BICYCLE OR TRICYCLE REACHES THE SPEED OF 28 MILES PER HOUR.

"ELECTRIC MINIATURE SCOOTER" (AS DEFINED IN A.R.S. § 28-101) MEANS A DEVICE THAT WEIGHS LESS THAN 30 POUNDS, HAS TWO OR THREE WHEELS, HAS HANDLEBARS, HAS A FLOORBOARD ON WHICH A PERSON MAY STAND WHILE RIDING, IS POWERED BY AN ELECTRIC MOTOR OR HUMAN POWER, OR BOTH, AND HAS A MAXIMUM SPEED THAT DOES NOT EXCEED 10 MILES PER HOUR, WITH OR WITHOUT HUMAN PROPULSION, ON A PAVED LEVEL SURFACE.

"ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE" (AS DEFINED IN A.R.S. § 28-101) MEANS A SELF-BALANCING DEVICE WITH ONE WHEEL OR TWO NON-TANDEM WHEELS AND AN ELECTRIC PROPULSION SYSTEM THAT LIMITS THE MAXIMUM SPEED OF THE DEVICE TO 15 MILES PER HOUR OR LESS AND IS DESIGNED TO TRANSPORT ONLY ONE PERSON.

"ELECTRIC SCOOTER" MEANS A DEVICE THAT WEIGHS LESS THAN 75 POUNDS, HAS NO MORE THAN FOUR WHEELS, HAS HANDLEBARS, IS DESIGNED TO BE STOOD UPON OR SEATED BY THE OPERATOR, AND IS POWERED BY AN ELECTRIC MOTOR THAT IS CAPABLE OF PROPELLING THE DEVICE WITH OR WITHOUT

HUMAN PROPULSION AT A MAXIMUM SPEED OF LESS THAN 20 MILES PER HOUR. THIS DOES NOT INCLUDE A MOTORIZED WHEELCHAIR, POWER CHAIR, OR OTHER ELECTRIC DEVICES THAT ARE DESIGNED PRIMARILY TO ASSIST WITH MOBILITY.

"ELECTRIC SKATES" MEANS ANY SHOE, BOOT, FOOTWEAR, PLATFORM, OR DEVICE TO WHICH ONE OR MORE WHEELS ARE ATTACHED, AND HAS AN ELECTRIC PROPULSION SYSTEM THAT LIMITS THE MAXIMUM SPEED OF THE DEVICE TO 15 MILES PER HOUR OR LESS AND IS DESIGNED TO TRANSPORT ONLY ONE PERSON.

"ELECTRIC STANDUP SCOOTER" (AS DEFINED IN A.R.S. § 28-101) MEANS A DEVICE THAT WEIGHS LESS THAN 75 POUNDS, WITH NO MORE THAN THREE WHEELS, HAS HANDLEBARS, IS DESIGNED TO BE STOOD UPON BY THE OPERATOR, AND IS POWERED BY AN ELECTRIC MOTOR THAT IS CAPABLE OF PROPELLING THE DEVICE WITH OR WITHOUT HUMAN PROPULSION AT A MAXIMUM SPEED OF LESS THAN 20 MILES PER HOUR.

"INTERSECTION" MEANS THE AREA EMBRACED WITHIN THE PROLONGATION OR CONNECTION OF THE LATERAL CURB LINES, OR IF NONE, THE LATERAL BOUNDARY LINES OF THE ROADWAYS OF TWO HIGHWAYS THAT JOIN ONE ANOTHER AT, OR APPROXIMATELY AT, RIGHT ANGLES, OR THE AREA WITHIN WHICH CONVEYANCES TRAVELING ON DIFFERENT HIGHWAYS JOINING AT ANY OTHER ANGLE MAY COME IN CONFLICT. IF A HIGHWAY INCLUDES TWO ROADWAYS 30 OR MORE FEET APART, EACH CROSSING OF EACH ROADWAY OF THE DIVIDED HIGHWAY BY AN INTERSECTING HIGHWAY IS A SEPARATE INTERSECTION. IF THE INTERSECTING HIGHWAY ALSO INCLUDES TWO ROADWAYS 30 OR MORE FEET APART, EACH CROSSING OF TWO ROADWAYS OF THE HIGHWAYS IS A SEPARATE INTERSECTION.

"MEDIAN" MEANS AN AREA IN THE APPROXIMATE CENTER OF A STREET THAT IS USED TO SEPARATE THE DIRECTIONAL FLOW OF TRAFFIC.

"MICROMOBILITY DEVICE" MEANS AN ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, ELECTRIC SKATES, AN ELECTRIC SCOOTER, OR AN ELECTRIC STANDUP SCOOTER. IT DOES NOT INCLUDE BICYCLES, ELECTRIC BICYCLES, MOTORIZED ELECTRIC-POWERED BICYCLES, MOTORIZED GAS-POWERED BICYCLES, MOPEDS, MOTOR-DRIVEN CYCLES, MOTORCYCLES, MOTOR VEHICLES, MOTORIZED PLAY VEHICLES, MOTORIZED SKATEBOARDS, MOTORIZED QUADRICYCLES, AND PERSONAL DELIVERY DEVICES. THE TOWN MANAGER OR DESIGNEE SHALL HAVE THE AUTHORITY TO DESIGNATE ADDITIONAL TYPES OF DEVICES AS MICROMOBILITY DEVICES CONSISTENT WITH THE LAW, SO LONG AS SUCH DESIGNATION IS POSTED ON THE TOWN'S WEBSITE.

"OTHER POWER-DRIVEN MOBILITY DEVICE" OR "OPDMD" MEANS ANY ELECTRIC BICYCLES, MOTORIZED ELECTRIC-POWERED BICYCLES, MOTORIZED GAS-POWERED BICYCLES, MOTORIZED PLAY VEHICLES, MOTORIZED

SKATEBOARDS, AND MICROMOBILITY DEVICES. OPDMDS DOES NOT INCLUDE HUMAN-POWERED DEVICES, MOTOR VEHICLES, OR A DEVICE USED TO AID A DISABLED PERSON, INCLUDING BUT NOT LIMITED TO A MOTORIZED WHEELCHAIR.

"MOPED" (AS DEFINED IN A.R.S. § 28-101) MEANS A BICYCLE, NOT INCLUDING AN ELECTRIC BICYCLE, AN ELECTRIC MINIATURE SCOOTER, AN ELECTRIC STANDUP SCOOTER, A MOTORIZED ELECTRIC-POWERED BICYCLE, OR A MOTORIZED GAS-POWERED BICYCLE THAT IS EQUIPPED WITH A HELPER MOTOR IF THE VEHICLE HAS A MAXIMUM PISTON DISPLACEMENT OF FIFTY CUBIC CENTIMETERS OR LESS, A BRAKE HORSEPOWER OF ONE AND ONE-HALF OR LESS AND A MAXIMUM SPEED OF TWENTY-FIVE MILES PER HOUR OR LESS ON A FLAT SURFACE WITH LESS THAN A ONE PERCENT GRADE. AS OUTLINED IN A.R.S. § 28-101, A MOPED IS CONSIDERED A MOTOR VEHICLE, AS SUCH, THE OPERATOR MUST HAVE A DRIVER'S LICENCE, REGISTRATION, AND INSURANCE TO OPERATE ON TOWN PROPERTY (AS OUTLINED IN A.R.S § 28-2513 AND 28-4135).

"MOTORCYCLE" (AS DEFINED IN A.R.S. § 28-101) MEANS A MOTOR VEHICLE THAT HAS A SEAT OR SADDLE FOR THE USE OF THE RIDER, AND THAT IS DESIGNED TO TRAVEL ON NOT MORE THAN THREE WHEELS IN CONTACT WITH THE GROUND BUT EXCLUDES A TRACTOR, AN ELECTRIC BICYCLE, AN ELECTRIC MINIATURE SCOOTER, AN ELECTRIC SCOOTER AND A MOPED.

"MOTOR-DRIVEN CYCLE" (AS DEFINED IN A.R.S. § 28-101) MEANS A MOTORCYCLE, INCLUDING EVERY MOTOR SCOOTER, WITH A MOTOR THAT PRODUCES NOT MORE THAN FIVE HORSEPOWER (75CC) BUT DOES NOT INCLUDE AN ELECTRIC BICYCLE, AN ELECTRIC MINIATURE SCOOTER, OR AN ELECTRIC SCOOTER.

"MOTORIZED ELECTRIC-POWERED BICYCLE" MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH FULLY OPERABLE PEDALS, AN ELECTRIC MOTOR OF MORE THAN 750 WATTS, AND IS CAPABLE OF TRAVELING MORE THAN 30 MILES PER HOUR. IT DOES NOT INCLUDE AN ELECTRIC BICYCLE, A MOTORIZED ELECTRIC-POWERED BICYCLE, OR A MOPED. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER OR STATE LAW, A MOTORIZED ELECTRIC-POWERED BICYCLE IS SUBJECT TO THE SAME PROVISIONS OF THIS ARTICLE AS A BICYCLE.

"MOTORIZED GAS-POWERED BICYCLE" (AS DEFINED IN ARS § 28-2516) MEANS A BICYCLE OR TRICYCLE THAT IS EQUIPPED WITH A GAS-POWERED HELPER MOTOR THAT HAS A MAXIMUM PISTON DISPLACEMENT OF FORTY-EIGHT CUBIC CENTIMETERS OR LESS, THAT MAY ALSO BE SELF-PROPELLED, AND THAT IS OPERATED AT SPEEDS OF LESS THAN TWENTY MILES PER HOUR. IT DOES NOT INCLUDE AN ELECTRIC BICYCLE, A MOTORIZED ELECTRIC-POWERED BICYCLE, OR A MOPED. EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER OR STATE LAW, A MOTORIZED GAS-POWERED BICYCLE IS SUBJECT TO THE SAME PROVISIONS OF THIS ARTICLE AS A BICYCLE.

"MOTORIZED PLAY VEHICLE" MEANS A DEVICE THAT IS SELF-PROPELLED BY A MOTOR OR ENGINE AND THAT IS NOT OTHERWISE DEFINED IN ARIZONA REVISED STATUTES, TITLE 28, OR TOWN CODE, AS AN ELECTRIC BICYCLE, MOTORIZED ELECTRIC-POWERED BICYCLE, MOTORIZED GAS-POWERED BICYCLE, MOPED, MOTOR-DRIVEN CYCLE, MOTORCYCLE, MOTOR VEHICLE, MOTORIZED SKATEBOARD, MOTORIZED QUADRICYCLE, MOTORIZED WHEELCHAIR, ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, OR OTHER MICROMOBILITY DEVICE. THIS DOES NOT INCLUDE BATTERY-OPERATED TOY CARTS DESIGNED FOR CHILDREN UNDER THE AGE OF EIGHT YEARS TO RIDE IN OR ON.

"MOTORIZED QUADRICYCLE" (AS DEFINED IN A.R.S. § 28-101) MEANS A SELF-PROPELLED MOTOR VEHICLE TO WHICH ALL OF THE FOLLOWING APPLY:

A. THE VEHICLE IS SELF-PROPELLED BY AN EMISSION-FREE ELECTRIC MOTOR AND MAY INCLUDE PEDALS OPERATED BY THE PASSENGERS.
B. THE VEHICLE HAS AT LEAST FOUR WHEELS IN CONTACT WITH THE GROUND.
C. THE VEHICLE SEATS AT LEAST EIGHT PASSENGERS, INCLUDING THE DRIVER.
D. THE VEHICLE IS OPERABLE ON A FLAT SURFACE USING SOLELY THE ELECTRIC MOTOR WITHOUT ASSISTANCE FROM THE PEDALS OR PASSENGERS.
E. THE VEHICLE IS A COMMERCIAL MOTOR VEHICLE AS DEFINED IN A.R.S. § 28-5201.
F. THE VEHICLE IS A LIMOUSINE OPERATING UNDER A VEHICLE FOR HIRE COMPANY PERMIT ISSUED PURSUANT TO A.R.S. 2§8-9503.
G. THE VEHICLE IS MANUFACTURED BY A MOTOR VEHICLE MANUFACTURER THAT IS LICENSED PURSUANT TO CHAPTER 10 OF A.R.S. TITLE 28.
H. THE VEHICLE COMPLIES WITH THE DEFINITION AND STANDARDS FOR LOW-SPEED VEHICLES SET FORTH IN 49 CODE OF FEDERAL REGULATIONS SECTIONS 571.3(B) AND 571.500, RESPECTIVELY.

"MOTORIZED SKATEBOARD" MEANS A SELF-PROPELLED DEVICE THAT HAS A MOTOR OR ENGINE, A DECK OR SURFACE ON WHICH A PERSON MAY RIDE, AND AT LEAST TWO WHEELS IN CONTACT WITH THE GROUND AND WHICH IS NOT OTHERWISE DEFINED IN ARIZONA REVISED STATUTES TITLE 28 AS A MOTOR VEHICLE, MOTOR-DRIVEN CYCLE, MOTORIZED WHEELCHAIR, OR ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE. A MOTORIZED SKATEBOARD IS NOT CONSIDERED TO BE A MICROMOBILITY DEVICE.

"MOTOR VEHICLE" (AS DEFINED IN A.R.S. § 28-101) MEANS EITHER A SELF-PROPELLED VEHICLE OR FOR THE PURPOSES OF THE LAWS RELATING TO THE IMPOSITION OF A TAX ON MOTOR VEHICLE FUEL, A VEHICLE THAT IS OPERATED ON THE HIGHWAYS OF THIS STATE AND THAT IS PROPELLED BY THE USE OF MOTOR VEHICLE FUEL. IT DOES NOT INCLUDE A SCRAP VEHICLE, A PERSONAL

DELIVERY DEVICE, A PERSONAL MOBILE CARGO-CARRYING DEVICE, A MOTORIZED WHEELCHAIR, AN ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE, AN ELECTRIC BICYCLE, AN ELECTRIC MINIATURE SCOOTER, AN ELECTRIC STANDUP SCOOTER OR A MOTORIZED SKATEBOARD.

"MULTI-USE PATH" MEANS A PAVED OR UNPAVED PATH OR TRAIL SEPARATED FROM MOTOR VEHICLE TRAFFIC, THAT IS SPECIFICALLY DESIGNATED FOR THE SHARED USE OF BICYCLES, PEDESTRIANS, EQUINES, AND OTHER AUTHORIZED DEVICES, SUCH AS THE SHARED-USE PATHS AND TRAILS SHOWN IN THE QUEEN CREEK PARKS, RECREATION, AND TRAILS MASTER PLAN.

"OBSTRUCTIONS," AS USED IN THIS ARTICLE, MEANS ANY UNAUTHORIZED ENCROACHMENT OR PLACEMENT UPON PUBLIC PROPERTY, THAT INTERFERES WITH OR IMPEDES UPON ITS FREE USE OR PASSAGE, INCLUDING, BUT NOT LIMITED TO, PLANT GROWTH, STRUCTURES, TRASH RECEPTACLES, RUBBISH, UNLAWFUL CONGREGATIONS OF PERSONS, SIGNAGE, CONVEYANCES, OR OTHER COMMERCIAL OR PERSONAL PROPERTY ITEMS.

"OWNER" MEANS THE PERSON OR COMPANY WHO OWNS THE CONVEYANCE OR ANY PERSON WHO IS A LESSEE, CONDITIONAL VENDEE, OR MORTGAGOR OF A CONVEYANCE WITH A RIGHT TO IMMEDIATE POSSESSION.

"PARK OR PARKING" MEANS TO STOP AND LEAVE A CONVEYANCE UNATTENDED.

"PEDESTRIAN" (AS DEFINED IN A.R.S. § 28-101) MEANS ANY PERSON AFOOT. A PERSON WHO USES AN ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE OR A MANUAL OR MOTORIZED WHEELCHAIR IS CONSIDERED A PEDESTRIAN UNLESS THE MANUAL WHEELCHAIR QUALIFIES AS A BICYCLE.

"PERSON" MEANS AN INDIVIDUAL, FIRM, ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR CORPORATION.

"SHARED OTHER POWER-DRIVEN MOBILITY DEVICE" OR "SHARED OPDMD" MEANS ANY ELECTRIC BICYCLES, MOTORIZED ELECTRIC-POWERED BICYCLES, MOTORIZED GAS-POWERED BICYCLES, MOTORIZED PLAY VEHICLES, MOTORIZED SKATEBOARDS, MICROMOBILITY DEVICE USED IN A SHARED MOBILITY SYSTEM. SHARED OPDMDS DOES NOT INCLUDE HUMAN-POWERED DEVICES, MOTOR VEHICLES, OR A DEVICE USED TO AID A DISABLED PERSON, INCLUDING BUT NOT LIMITED TO A MOTORIZED WHEELCHAIR.

"SHARED OPDMD SYSTEM" MEANS A SYSTEM THAT PROVIDES A SHARED OTHER POWER-DRIVEN MOBILITY DEVICE (OPDMD) FOR SHORT-TERM RENTALS FOR POINT-TO-POINT TRIPS, AND WHICH MAY BE LOCKED OR UNLOCKED FOR USE WITH OR WITHOUT BEING LOCATED ON A RACK OR DOCKING SYSTEM.

"SIDEWALK" MEANS ANY AREA OR WAY OWNED OR CONTROLLED BY THE TOWN AND USED FOR PURPOSES OF PEDESTRIAN TRAFFIC, WHETHER OR NOT IT IS PAVED/CONCRETE.

"STREET," AS USED IN THIS ARTICLE, MEANS ANY PORTION OF ROADWAY, HIGHWAY, ALLEY, THOROUGHFARE, OR OTHER PROPERTY THAT IS OPEN TO THE PUBLIC FOR PURPOSES OF VEHICULAR TRAVEL. STREET INCLUDES THE ASSOCIATED RIGHT-OF-WAY, BERM OR SHOULDER, PARKWAY, CROSSWALK, MEDIAN, BICYCLE LANE, AND ANY ASSOCIATED ROADWAY OR ACCESS EASEMENT OF THE TOWN.

"TOWN PROPERTY," AS USED IN THIS ARTICLE, MEANS THAT PORTION OF ANY PROPERTY, FACILITY, STREET, ALLEY, PATH, LANE, MULTIUSE TRAIL, SIDEWALK, FACILITY, OR IMPROVEMENT THAT IS OWNED, LEASED, OPERATED, MAINTAINED, OR MANAGED BY THE TOWN, OR IS OTHERWISE OPEN TO THE TOWN FOR PROVIDING TOWN SERVICES.

"VEHICLE" (AS DEFINED IN A.R.S. § 28-101) MEANS A DEVICE IN, ON, OR BY WHICH A PERSON OR PROPERTY IS OR MAY BE TRANSPORTED OR DRAWN ON A PUBLIC HIGHWAY. IT DOES NOT INCLUDE AN ELECTRIC BICYCLE, ELECTRIC MINIATURE SCOOTER, ELECTRIC STANDUP SCOOTER, DEVICES MOVED BY HUMAN POWER, DEVICES USED EXCLUSIVELY ON STATIONARY RAILS OR TRACKS, PERSONAL DELIVERY DEVICES, SCRAP VEHICLES, OR PERSONAL MOBILE CARGO CARRYING DEVICES.

11-1-2 ~~General~~ TRAFFIC ENGINEER

All of the existing Section 11-1-1 is moved to and renumbered as this new Section.

11-1-3 Enforcement

All of the existing Section 11-1-2 is moved to and renumbered as this Section.

Queen Creek Town Code Chapter 11, TRAFFIC, Article 11-2, PERMANENT TRAFFIC CONTROL

Articles 11-2and 11-3 remain unchanged except as set forth below.

~~11-2-17 Penalty~~

~~A violation of Paragraph A of this Section 11-2-15 shall be a Class 1 misdemeanor.~~

Queen Creek Town Code Chapter 11, TRAFFIC, Article 11-5, OPERATION OF BICYCLES AND OTHER POWER-DRIVEN MOBILITY DEVICES

Article 11-5 is moved to and renumbered as new Article 11-15, and is replaced with the following Article 11-5, OPERATION OF BICYCLES AND OTHER POWER-DRIVEN MOBILITY DEVICES

11-5-1 APPLICABILITY OF TRAFFIC LAWS

ALL APPLICABLE TRAFFIC LAWS STATED IN THE TOWN CODE OR ARIZONA REVISED STATUTES SHALL APPLY TO PERSONS OPERATING ANY BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE (OPDMD) IN THE TOWN EXCEPT AS TO THOSE PROVISIONS WHICH BY THEIR NATURE CAN HAVE NO APPLICATION.

11-5-2 LICENSING AND INSURANCE

WITH THE EXCEPTION OF REQUIREMENTS SET FORTH IN ARTICLE 11-6, NOTHING IN THIS CHAPTER SHALL BE CONSTRUED TO REQUIRE ADDITIONAL LICENSING OR REGISTRATION OF A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE (OPDMD), NOR SHALL IT BE CONSTRUED TO REQUIRE A PERSON TO CARRY INSURANCE COVERING ACCIDENTS INVOLVING SUCH BICYCLES OR OTHER POWER-DRIVEN MOBILITY DEVICES (OPDMDS) BY PERSONS BEYOND WHAT IS REQUIRED UNDER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL LAWS, RULES, CODES, OR REGULATIONS.

11-5-3 SAFE OPERATION

A. NOTHING IN THIS CODE SHALL BE INTERPRETED TO MEAN THAT, BY DESIGNATING PERMISSIBLE AREAS OF OPERATION, THE TOWN IS DEEMING SUCH AREAS AS SUITABLE OR SAFE FOR ANY PARTICULAR CONVEYANCE.
B. A PERSON OPERATING A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE (OPDMD) SHALL BE RESPONSIBLE FOR COMPLYING WITH THE MANUFACTURER'S SAFETY GUIDELINES AND RECOMMENDATIONS.
C. A PERSON OPERATING A BICYCLE OR OTHER POWER-DRIVEN MOBILITY DEVICE (OPDMD) SHALL BE RESPONSIBLE FOR:
    1. OPERATING IN A REASONABLE, SAFE, AND PRUDENT MANNER UNDER THE CIRCUMSTANCES OR CONDITIONS.
    2. FOLLOWING ALL APPLICABLE RULES AND REGULATIONS.
    3. RESPECTING THE RIGHTS AND SAFETY OF OTHER PERSONS AND PROPERTY.
D. OPERATION OF CERTAIN OTHER POWER-DRIVEN MOBILITY DEVICES (OPDMD) MAY BE RESTRICTED BY CODE OR SIGNAGE BASED ON ANY OF THE FOLLOWING FACTORS OR CONDITIONS:
    1. THE TYPE, SIZE, WEIGHT, DIMENSIONS, AND SPEED OF THE OPDMD.
    2. THE VOLUME OF PEDESTRIAN TRAFFIC IN THE AREA.
    3. THE DENSITY AND PLACEMENT OF FIXTURES OR OTHER STATIONARY DEVICES IN THE AREA.
    4. SAFETY REQUIREMENTS RELATED TO SPEED AND THE PACE OF PEDESTRIAN OR VEHICULAR TRAFFIC IN THE AREA.

5. THE USE OPDMD CREATES A SUBSTANTIAL RISK OF SERIOUS HARM TO THE IMMEDIATE ENVIRONMENT OR NATURAL OR CULTURAL RESOURCES, OR POSES A CONFLICT WITH FEDERAL LAND MANAGEMENT LAWS AND REGULATIONS.

11-5-4 OPERATION OF BICYCLES

SUBJECT TO THE RESTRICTIONS IN THIS CHAPTER AND ARTICLE 9-11, A PERSON MAY OPERATE:

A. SUBJECT TO THE RESTRICTIONS IN THIS CHAPTER AND ARTICLE 9-11, A PERSON MAY OPERATE A BICYCLE, A CLASS 1 ELECTRIC BICYCLE, OR A CLASS 2 ELECTRIC BICYCLE IN THE FOLLOWING LOCATIONS UNLESS PROHIBITED BY SIGNAGE:

    1. A STREET.
    2. A MULTI-USE PATH.
    3. A SIDEWALK.
    4. A BICYCLE LANE.

B. SUBJECT TO THE RESTRICTIONS IN THIS CHAPTER AND ARTICLE 9-11, A PERSON MAY OPERATE A MOTORIZED GAS-POWERED BICYCLE IN THE FOLLOWING LOCATIONS UNLESS PROHIBITED BY SIGNAGE:

    1. A STREET.
    2. A MULTI-USE PATH.
    3. A SIDEWALK.
    4. A BICYCLE LANE.

C. SUBJECT TO THE RESTRICTIONS IN THIS CHAPTER AND ARTICLE 9-11, A PERSON MAY OPERATE A CLASS 3 ELECTRIC BICYCLE OR A MOTORIZED ELECTRIC-POWERED BICYCLE IN THE FOLLOWING LOCATIONS UNLESS PROHIBITED BY SIGNAGE:

    1. A STREET.
    2. A BICYCLE LANE.

D. SUBJECT TO THE RESTRICTIONS IN THIS CHAPTER AND ARTICLE 9-11, A PERSON MAY OPERATE A MOPED ON A STREET UNLESS PROHIBITED BY SIGNAGE OR STATE LAW

11-5-5 OPERATION OF MICROMOBILITY DEVICES

SUBJECT TO THE RESTRICTIONS IN THIS CHAPTER AND ARTICLE 9-11, A PERSON MAY OPERATE A MICROMOBILITY DEVICE IN THE FOLLOWING LOCATIONS UNLESS PROHIBITED BY SIGNAGE:

1. A STREET WITH POSTED SPEED LIMITS OF 25 MILES PER HOUR OR LESS.
2. A MULTI-USE PATH.
3. A SIDEWALK.
4. A BICYCLE LANE.

11-5-6 OPERATION OF MOTORIZED SKATEBOARDS AND MOTORIZED PLAY VEHICLES

SUBJECT TO THE RESTRICTIONS IN THIS CHAPTER AND ARTICLE 9-11, A PERSON MAY OPERATE A MOTORIZED SKATEBOARD OR MOTORIZED PLAY VEHICLE DEVICE IN THE FOLLOWING LOCATIONS UNLESS PROHIBITED BY SIGNAGE:

1. A STREET WITH POSTED SPEED LIMITS OF 25 MILES PER HOUR OR LESS.
2. A MULTI-USE PATH.
3. A BICYCLE LANE

Queen Creek Town Code Chapter 11, TRAFFIC, Article 11-6, SHARED BICYCLES OR SHARED OTHER POWER-DRIVEN MOBILITY SYSTEMS

11-6-1 RENTAL AGENCIES

EVERY PERSON ENGAGED IN THE BUSINESS OF BEING A RENTAL AGENCY OF NEW OR USED SHARED BICYCLE OR SHARED OTHER POWER-DRIVEN MOBILITY DEVICE SHALL OBTAIN A BUSINESS LICENSE UNDER ARTICLE 8-1 OF THE TOWN CODE.

11-6-2 OPERATION OF RENTAL AGENCIES

A. EVERY PERSON ENGAGED IN THE BUSINESS OF BEING A RENTAL AGENCY OF NEW OR USED SHARED BICYCLES OR SHARED OTHER POWER-DRIVEN MOBILITY DEVICES SHALL TAKE PROACTIVE MEASURES TO INFORM ITS CUSTOMERS ABOUT APPLICABLE RULES AND REGULATIONS AND SHALL PROVIDE A COPY OF THIS CODE TO ITS CUSTOMERS, EITHER IN PAPER FORMAT OR BY MEANS OF A WEBSITE OR MOBILE APPLICATION.
B. NO PERSON SHALL ENGAGE IN THE BUSINESS OF RENTING, DEPLOYING, OR STAGING NEW OR USED SHARED BICYCLES OR SHARED OTHER POWER-DRIVEN MOBILITY DEVICES ON PROPERTY OR RIGHTS-OF-WAY OF THE TOWN WITHOUT A TOWN-ISSUED BUSINESS LICENSE AND A RIGHT-OF-WAY USE PERMIT.
C. NO PERSON SHALL RENT OR OFFER ANY SHARED BICYCLE OR SHARED OTHER POWER-DRIVEN MOBILITY DEVICE UNLESS IT IS EQUIPPED WITH LAMPS AND OTHER EQUIPMENT AS REQUIRED IN THIS CODE.

ARTICLE 11-7 RESERVED

ARTICLE 11-8 RESERVED

ARTICLE 11-9 RESERVED

ARTICLE 11-10 RESERVED

ARTICLE 11-11 RESERVED

ARTICLE 11-12 RESERVED

ARTICLE 11-13 RESERVED

ARTICLE 11-14 RESERVED

Queen Creek Town Code Chapter 11, TRAFFIC, Article 11-15, PENALTIES

Article 11-5 is moved to and renumbered as new Article 11-15

Queen Creek Town Code Chapter 14, STREETS AND SIDEWALKS Article 14-1, DEFINITIONS

Article 14-1 is moved to and renumbered as new Article 11-2 and amended as set forth below

14-1-1 DEFINITIONS

AS USED IN THIS CHAPTER THE FOLLOWING DEFINITIONS WILL APPLY UNLESS OTHERWISE DEFINED IN A SPECIFIC ARTICLE:

"OBSTRUCTIONS" MEANS ANY UNAUTHORIZED ENCROACHMENT OR PLACEMENT UPON TOWN PROPERTY, THAT INTERFERES WITH OR IMPEDES UPON ITS FREE USE OR PASSAGE.

"PERSON" MEANS AN INDIVIDUAL, FIRM, ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR CORPORATION.

"SIDEWALK" MEANS ANY AREA OR WAY OWNED OR CONTROLLED BY THE TOWN AND USED FOR PURPOSES OF PEDESTRIAN TRAFFIC, WHETHER OR NOT IT IS PAVED/CONCRETE.

"STREET," MEANS ANY PORTION OF ROADWAY, HIGHWAY, ALLEY, THOROUGHFARE, OR OTHER PROPERTY THAT IS OPEN TO THE PUBLIC FOR PURPOSES OF VEHICULAR TRAVEL. STREET INCLUDES THE ASSOCIATED RIGHT-OF-WAY, BERM OR SHOULDER, PARKWAY, CROSSWALK, MEDIAN, BICYCLE LANE, AND ANY ASSOCIATED ROADWAY OR ACCESS EASEMENT OF THE TOWN.

"TOWN PROPERTY," MEANS THAT PORTION OF ANY PROPERTY, FACILITY, STREET, ALLEY, PATH, LANE, MULTIUSE TRAIL, SIDEWALK, FACILITY, OR IMPROVEMENT THAT IS OWNED, LEASED, OPERATED, MAINTAINED, OR MANAGED BY THE TOWN, OR IS OTHERWISE OPEN TO THE TOWN FOR PROVIDING TOWN SERVICES.

Queen Creek Town Code Chapter 14, STREETS AND SIDEWALKS
Article 14-2, SIDEWALKS

14-2-1 Sidewalk Maintenance; Owner or Occupier Responsibility

A. All persons owning or occupying land or places of business within the Town shall keep the sidewalk or other Town property fronting or bordering their property, including the area between the sidewalk and the curb, free of weeds or grass in excess of ten inches. Trees, shrubs and other landscaping planted in the area between the sidewalk and the curb shall be maintained by the adjacent landowner or occupant in such a way as not to impede, obstruct or interfere with the passage and or public accessibility of any sidewalk or street including, without limitation, the passage of street sweeping and other street cleaning equipment, and/or personnel.
B. In the event the owner or occupant does not maintain such trees, shrubs, or landscaping in the manner required by this Section, the Town may cut or trim such trees, shrubs, or plant growth, or otherwise take measures necessary to eliminate the impediment, obstruction, or interference with the passage on the sidewalk or street.
C. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

14-2-2 Obstruction in Sidewalk; Owner or Occupier Responsibility

A. No owner or occupant of land shall allow or permit garbage, debris, decomposed granite, landscape materials, trees, shrubs or plant growth to impede, obstruct, or interfere with the passage of any public sidewalk; provided however, this Section shall not prohibit the temporary storage of such matters in authorized receptacles for collection, or the passage of sidewalk cleaning and repair equipment and/or personnel, within the Town.
B. In the event any owner or occupant of land allows trees, shrubs, or plant growth on that land to impede, obstruct or interfere with the passage of any sidewalk including, without limitation, the passage of sidewalk cleaning and repair equipment and/or personnel, the Town may cut or trim such trees, shrubs or plant growth, or otherwise take measures necessary to eliminate the impeding, obstruction, or interference with the passage on the sidewalk.
C. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

~~**14-1-3 Penalties**~~

~~In addition to any other penalties prescribed by law, any person found violating this Article after 30 days written notice is subject to a civil penalty of $100 for the first offense, and $500 for each subsequent offense. Each day shall be considered a separate offense.~~

Queen Creek Town Code Chapter 14, STREETS AND SIDEWALKS
Article 14-3, STREETS

14-3-1 Obstruction in Street; Owner or Occupier Responsibility

A. No owner or occupant of land shall allow garbage, debris, decomposed granite, landscape materials, trees, shrubs or plant growth to impede, obstruct, or interfere with the passage of any street including without limitation, the passage of street sweeping and other street cleaning and repair equipment and/or personnel, within the Town or to diminish the visibility of any traffic control device or signal.
B. In the event any owner or occupant of land allows trees, shrubs, or plant growth on that land to impede, obstruct, or interfere with the passage of any street, including without limitation, the passage of street cleaning and repair equipment and/or personnel, the Town may cut or trim such trees, shrubs or plant growth, or otherwise take measures necessary to eliminate the impeding, obstruction, or interference with the passage of the street and may charge the cost of such trimming, cutting, or other measures to the owner of the land.
C. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

14-3-2 Open Junk Storage Prohibited

A. No person shall deposit, store or maintain any garbage or junk that is visible from beyond the lot boundaries, except as authorized for collection.
B. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

14-3-3 Depositing, Sweeping, Draining Onto Street or Town Property Prohibited

A. No person shall deposit in, sweep upon or permit to drain into any public right-of-way, street, or Town Property any garbage, junk, obstruction or similar matter or any hazardous material which is offensive to sight or smell or impedes passage or is detrimental to public health.

B. IN ADDITION TO ANY OTHER PENALTIES PRESCRIBED BY LAW, ANY PERSON FOUND VIOLATING THIS SECTION AFTER 30 DAYS WRITTEN NOTICE IS SUBJECT TO A CIVIL PENALTY OF $100 FOR THE FIRST OFFENSE, AND $500 FOR EACH SUBSEQUENT OFFENSE. EACH DAY SHALL BE CONSIDERED A SEPARATE OFFENSE.

~~**14-2-4 Penalties**~~

~~In addition to any other penalties prescribed by law, any person found violating this Article after 30 days written notice is subject to a civil penalty of $100 for the first offense, and $500 for each subsequent offense. Each day shall be considered a separate offense.~~

Queen Creek Town Code Chapter 14, STREETS AND SIDEWALKS
Article 14-4, SCALLOPED STREET ASSESSMENTS

Article 14-3 is moved to and renumbered to 14-4