



AMENDED AGENDA

Queen Creek Town Council Regular Session

Community Chambers, 20727 E. Civic Parkway

February 2, 2022

6:30 PM

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

The public can continue to watch the meeting live streamed at QueenCreek.org/WatchMeetings 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>.

Public comment: In addition to attending in-person, there are two options for residents to submit public comment for the February 2nd Town Council meeting:

- ***Email: Submit a comment to PublicComment@QueenCreekAZ.gov. Every email received will be entered into the official record. Please include your name, address, comment and note if your comment is for call to the public.***
- ***WebEx Online Meeting: Using a computer, tablet or smartphone, log into the meeting through WebEx (LINK) and provide a public comment. To participate, register with your name, address and comment. View detailed at QueenCreek.org/WatchMeetings.***

Comments without identifying name and address will not be read or submitted as 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. Proclamation: Black History Month
 - B. Proclamation: Go Red for Women Month

6. Committee Reports:

- A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.
- B. Committee and outside agency reports (only as scheduled).
 - 1. None.

7. **Public Comments:** *Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please address the Town Council by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to PublicComment@queencreek.org by 6:30 p.m. on February 2, 2021 (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record). The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

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 January 19, 2022 Regular Session Minutes.
- B. Consideration and possible approval of the "Final Plat" for Empire Pointe Parcel 9, a request by Mattamy Arizona LLC.
- C. Consideration and possible approval of a Professional Services Contract with J2 Engineering & Environmental Design for the Mansel Carter Oasis Park Phase 2 project engineering, architectural and landscape architectural design (CIP Project No. P0615) in an amount not to exceed \$443,374. (This is an FY 22 budgeted item)
- D. Consideration and possible approval of Resolution 1439-22 adopting the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan 2021 (the "2021 plan") and authorizing the appropriate Town officials and staff to take any and all actions necessary to implement, monitor, and maintain the 2021 plan.
- E. Consideration and possible approval of Resolution 1441-22 adopting revisions to the Council Policies and Procedures Handbook, including the establishment of one physical posting location for all public notices for the Town of Queen Creek.

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 on any items on the Public Hearing Consent Agenda by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*
- A. Consideration and possible approval of a Class "A" Bingo License Application from Ovation at Meridian Community Association.
 - B. Consideration and possible recommendation of approval on a new Series 9 Liquor Store license application submitted by Michael Joseph Basha on behalf of Bashas #46 located at 23760 S Power Road, Queen Creek.
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 sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written 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. None.
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 turn it into the Town Clerk, sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*
- A. Consideration and review of the updated population growth and revenue projections and approval of related FY 2021-22 revenue budget amendments totaling \$22,960,182.

13. Adjournment:

Pursuant to ARS 38-431.02 notice is hereby given to the members of the Queen Creek Town Council and to general public that the Queen Creek Town Council will hold a meeting open to the public as set forth above.

I, Maria Gonzalez, do hereby certify that I caused to be posted the Agenda for the February 2, 2022 Regular and Possible Executive Session of the Queen Creek Town Council in the following places: 1) Queen Creek Town Hall; 2) Queen Creek Library; 3) Queen Creek Community Center bulletin board.

Maria E. Gonzalez, CMC
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.



TOWN OF
QUEEN CREEK
ARIZONA

8.A

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER

FROM: MARIA GONZALEZ CMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE JANUARY 19, 2022 REGULAR SESSION MINUTES.

DATE: February 2, 2022

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. [Draft Minutes 01-19-22](#)



Minutes
Queen Creek Town Council Regular Session
Community Chambers, 20727 E. Civic Parkway
Wednesday, January 19, 2022
6:30 PM

1) Call to Order:

Mayor Barney called the meeting to order at 6:30 PM.

2) Roll Call:

PRESENT:

Gail Barney, Mayor
Dawn Oliphant, Vice Mayor
Robin Benning, Council Member
Jeff Brown, Council Member
Leah Martineau, Council Member
Emilena Turley, Council Member
Julia Wheatley, Council Member

3) Pledge of Allegiance:

4) Invocation/Moment of Silence:

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

5.A) Proclamation - Human Trafficking

Mayor Barney welcomed and introduced State Representative Neal Carter (District 8). Representative Carter provided a brief update on future goals related to transportation and noted the three most critical transportation issues facing AZ as 1) the widening of I-10; 2) the North/South Corridor; and 3) State Route 24. Representative Carter was pleased to announce that he is a co-sponsor of a Bill brought forward by Representative Cook to appropriate \$18M of state monies for acquiring the right-of-way for SR24. Representative Carter's can be contacted at 480-628-1037 / ncarter@azleg.gov.

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 summery unless the specific matter is properly noticed for legal action.

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

1. Downtown Arts & Placemaking Advisory Sub-Committee (January 13, 2022)

Committee member Valerie Done provided the update to Council. She reported on a staff presentation on demographics and tools for new businesses and said the scope of work for the Downtown Master Plan was finalized. Committee member Whitney Tolle shared a presentation on “Art around Elkhart” from her recent trip to Indiana. The next meeting is March 10, 2022.

7) **Public Comments:**


Craig Skillion, 20567 E Mayberry Road commented on volume of traffic and rate of speed on Fulton Road between Ellsworth and Germann Roads and how speed bumps greatly reduce traffic and possibly stop signs along Ocotillo Road. Council Member Brown asked staff to connect with Mr. Skillion to discuss further.


8) **Consent Agenda:**

- 8.A) Consideration and possible approval of the December 1, 2021 and December 15, 2021 Regular Session minutes.

Department: Town Clerk's Office

Staff Report 

Minutes 12-01-21.docx 

Minutes 12-15-21.docx 

- 8.B) Consideration and possible approval of Expenditures over \$25,000. (FY 21/22 Budgeted Items)

Department: Finance

Staff Report 

January 19, 2022 Expenditures over \$25k.pdf 

- 8.C) Consideration and possible approval of Council Committee assignments for 2022.


Department: Town Clerk's Office


Staff Report 


- 8.D) Consideration and possible approval of the "Final Plats" for Ellsworth Ranch Master Plat and Phase 1 Parcels A, E, F, & G; a request by EIP Ellsworth Ranch LLC, EIP Ellsworth Feedlot LLC, EIP Ellsworth House LLC, and Taylor Morrison/Arizona Inc.

Department: Development Services

Staff Report 

Aerial Exhibit - Ellsworth Ranch.pdf 

Master Plat - Ellsworth Ranch.pdf 

Final Plat - Ellsworth Ranch Parcel A Phase 1.pdf 

Final Plat - Ellsworth Ranch Parcel E.pdf 

Final Plat - Ellsworth Ranch Parcel F.pdf 

Final Plat - Ellsworth Ranch Parcel G.pdf 

- 8.E) Consideration and possible approval of a second amendment to the professional services contract with Thomas A. Sgouros, Jr. dba Manual Writing, NA in an amount not to exceed \$50,000 for Queen Creek Water Data Project and on-call services.

Department: Finance

Staff Report 

Second Amendment to the Professional Services Contract 

- 8.F) Consideration and possible approval of a Job Order with MGC Contractors, Inc. in an amount not to exceed \$782,880 for the Phase 2 of the Reservoir Assessment and Minor Repairs Program, Project WA206 and WA305; and necessary budget adjustments.

Department: Utilities

Staff Report 

MGC Job Order 23 


EXHIBIT 


- 8.G) Consideration and possible approval of Delegation Resolution 1438-22 authorizing and directing the Town Manager and/or 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 East Park Regional Drainage Improvements (CIP Project No. P0620) in an

amount not to exceed \$8,248,716. (This is an FY 21/22 Budgeted Item).

Department: Capital Improvement Projects

Staff Report 

DR 1438-22 East Park Regional Drainage System Improvements 

Project Location Exhibit 

MOTION: To approve the Consent Agenda as presented.

RESULT: Approved unanimously (7-0)

MOVER: Julia Wheatley

SECONDER: Leah Martineau

AYES: Robin Benning, Leah Martineau, Julia Wheatley, Gail Barney Mayor, Emilena Turley, Jeff Brown, Dawn Oliphant

9) Public Hearing Consent Agenda:

Mayor Barney opened the Public Hearing. There were no comments, thus Mayor Barney closed the Public Hearing. Council Member Brown asked for a separate vote on Items 9(A) & 9(B).

- 9.A) Public Hearing and possible approval of a new Series 12 Restaurant Liquor License application submitted by Jeffrey Craig Miller on behalf of Over Easy located at 21152 E Rittenhouse Road, #102, Queen Creek.

Department: Town Clerk's Office

Staff Report 

Local Governing Body Report.pdf 

QCPD Report - Over Easy. 

MOTION: To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control for a Series 12 Restaurant Liquor License application submitted by Jeffrey Craig Miller on behalf of Over Easy located at 21152 E Rittenhouse Road, #102, Queen Creek.

RESULT: Approved unanimously (7-0)

MOVER: Emilena Turley

SECONDER: Dawn Oliphant


AYES: Robin Benning, Leah Martineau, Julia Wheatley, Gail Barney Mayor, Emilena Turley, Jeff Brown, Dawn Oliphant


- 9.B) Public hearing and possible action on Ordinance 780-22, P21-0082 Sparrow


Ironwood Rezone and P21-0081 Site Plan, a request for Rezoning from General Commercial (C-2) to High-Density Residential/PAD (HDR) and Site Plan approval of a 199-unit, age-restricted, multi-family development located on approximately 9-acres west of the northwest corner of Ironwood and Ocotillo roads.

Department: Development Services

Staff Report 


Aerial Exhibit.pdf 


General Plan Exhibit.pdf 


Current Zoning Map Exhibit.pdf 


Proposed Zoning Map Exhibit.pdf 

Site Plan.pdf 

Line-of-Site Exhibit.pdf 

Elevations.pdf 

Project Narrative.pdf 

Ord. No. 780-22.docx 

MOTION: To approve Ordinance 780-22, P21-0082 Sparrow Ironwood Rezone, and P21-0081 Site Plan, subject to the Conditions of Approval outlined in this report.

RESULT: Approved (6-1)

MOVER: Emilena Turley

SECONDER: Robin Benning

AYES: Robin Benning, Leah Martineau, Julia Wheatley, Gail Barney Mayor, Emilena Turley, Dawn Oliphant

NAYS: Jeff Brown

10) Public Hearings:

There were no Public Hearings.

11) Items for Discussion:

There were no Items for Discussion.

12) Final Action:

12.A) Discussion and possible approval of the appointment of Council Member Jeff

Brown to serve as Vice Mayor for a term ending January 2023.

Department: Town Clerk's Office

Staff Report 

Roles & Responsibilities of Office.pdf 

Vice Mayor Oliphant expressed her appreciation for the opportunity to serve as Vice Mayor the past year.

MOTION: To approve Council Member Jeff Brown as the new Vice Mayor for a term ending January 2023.

RESULT: Approved unanimously (7-0)

MOVER: Robin Benning


SECONDER: Dawn Oliphant

AYES: Robin Benning, Leah Martineau, Julia Wheatley, Gail Barney Mayor, Emilena Turley, Jeff Brown, Dawn Oliphant

- 12.B) Possible reconsideration of the motion approving Resolution 1437-21 amending the Administrative Policies and Procedures Manual by requiring a formal affirmative vote of the Town Council prior to implementing any mask or vaccine mandates for Town employees approved December 15, 2021.

Department: Town Manager's Office

Staff Report 

Resolution No. 1437-21.pdf 

Originally submitted Resolution No. 1437-21 

Council Member Wheatley, who voted in favor of the motion to approve the amended Resolution 1437-21, has requested the Council reconsider the motion to approve the amended Resolution 1437-21, which passed at the Regular Meeting of the Town Council on December 15, 2021.

Mayor Barney clarified that the motion would be to reconsider the motion to approve the amended Resolution 1437-21. Should it pass, the Council will then reconsider the motion to approve the Amended Resolution 1437-21.

MOTION: To approve the reconsideration of the motion approving Resolution 1437-21 amending the Administrative Policies and Procedures Manual by requiring a formal affirmative vote of the Town Council prior to implementing any mask or vaccine mandates for Town employees.

RESULT: Approved unanimously (7-0)

MOVER: Julia Wheatley

SECONDER: Emilena Turley

AYES: Gail Barney Mayor, Dawn Oliphant, Robin Benning, Jeff Brown,
Leah Martineau, Emilena Turley, Julia Wheatley

MOTION: To approve the amended Resolution 1437-21, amending the administrative policies and procedures manual by requiring a formal affirmative vote of the town council prior to implementing any mask or vaccine mandates for town employees as presented by Council Member Brown and amended at the December 15, 2021 meeting of the Town Council.

RESULT: Approved (6-1)

MOVER: Emilena Turley

SECONDER: Jeff Brown

AYES: Gail Barney Mayor, Dawn Oliphant, Robin Benning, Jeff Brown,
Emilena Turley, Julia Wheatley

NAYS: Leah Martineau

13) Adjournment:

ATTEST:

Maria E. Gonzalez, Town Clerk
TOWN OF QUEEN CREEK

Gail Barney, Mayor

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 Queen Creek Town Council Regular Session Minutes of the January 19, 2022 Queen Creek 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.

Council Committee Reports (1)



- 12/17 – Pre-Legislative Breakfast | Legislative District 12 (Benning, Martineau)
- 01/04 – Bell Bank Park Tour (Oliphant, Brown)
- 01/05 – Meridian Road Extension from Queen Creek Road to Germann Road Groundbreaking Ceremony (Barney, Oliphant, Brown, Wheatley)
- 01/05 – American Leadership Academy 7-12 Campus Tour (Wheatley)
- 01/06 – East Valley Mayors’ Luncheon (Barney)
- 01/07 – Elevate for Tomorrow | Workforce Development Conference (Oliphant)
- 01/07 – East Valley Transportation Infrastructure Action Subcommittee Meeting (Benning)
- 01/08 – Queen Creek Public Safety Day (Barney, Oliphant, Brown, Martineau, Wheatley)
- 01/10 – Queen Creek Police Department Time Capsule Plaque Unveiling Ceremony (Barney, Oliphant, Brown, Turley, Wheatley)

Council Committee Reports (2)



- 01/10 – Queen Creek Police Department Ceremonial Briefing (Oliphant, Benning, Brown, Martineau, Turley, Wheatley)
- 01/11 – Queen Creek Police Department Ride Along | Inaugural Shift (Brown)
- 01/12 – 2022 East Valley Breakfast with the Governor (Barney, Oliphant, Benning, Brown, Wheatley)
- 01/14 – East Valley Transportation Infrastructure Stakeholder Meeting (Benning)
- 01/18 – Meeting with Commissioner Justin Olson, Arizona Corporation Commission (Barney)
- 01/19 – Fry's Food Store Grand Opening and Ribbon-Cutting Ceremony (Barney, Oliphant, Brown, Martineau, Wheatley)
- 01/19 – League of Arizona Cities and Budget Subcommittee Meeting (Barney)



TOWN OF
QUEEN CREEK
ARIZONA

8.B

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER

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

RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE "FINAL PLAT" FOR EMPIRE POINTE PARCEL 9, A REQUEST BY MATTAMY ARIZONA LLC.

DATE: February 2, 2022

Suggested Action:

Staff recommends approval of the "Final Plat" for Empire Pointe Parcel 9, a request by Mattamy Arizona LLC.

Relevant Council Goal(s):

Superior Infrastructure

Discussion:

History:

May 6, 2020

- Town Council Public Hearing to initiate the annexation process.

May 13, 2020

- Planning and Zoning Commission approved P18-0193 Empire Pointe rezoning the subject site to R1-5/PAD and C-2.

May 20, 2020

- Town Council approved annexation request for the subject site.

June 3, 2020

- Town Council approved P18-0193 Empire Pointe rezoning the subject site to R1-5/PAD and C-2.

June 10, 2020

- Planning and Zoning Commission approved P18-0194 Empire Pointe Preliminary Plat.

July 21, 2021

- Town Council approved the Empire Pointe Parcels 2, 3, 4, 5, and Empire Blvd. Final Plats.

Background:

The applicant is requesting approval of a Final Plat for a 72-lot single-family residential subdivision on approximately 13.6 acres located north of the northwest corner of Gary Road and Empire Blvd. The subdivision has underlying R1-5 (Urban Development District) /Planned Area Development (PAD) zoning, which is consistent with the General Plan land use designation. The total number of lots proposed for Empire Pointe at buildout is 533 lots, which amounts to an overall density of 2.8 dwelling units/gross acre.

The parcel provides 1 point of access onto the collector street to the north and an all-weather emergency access point to the collector street to the west.

Fiscal Impact:

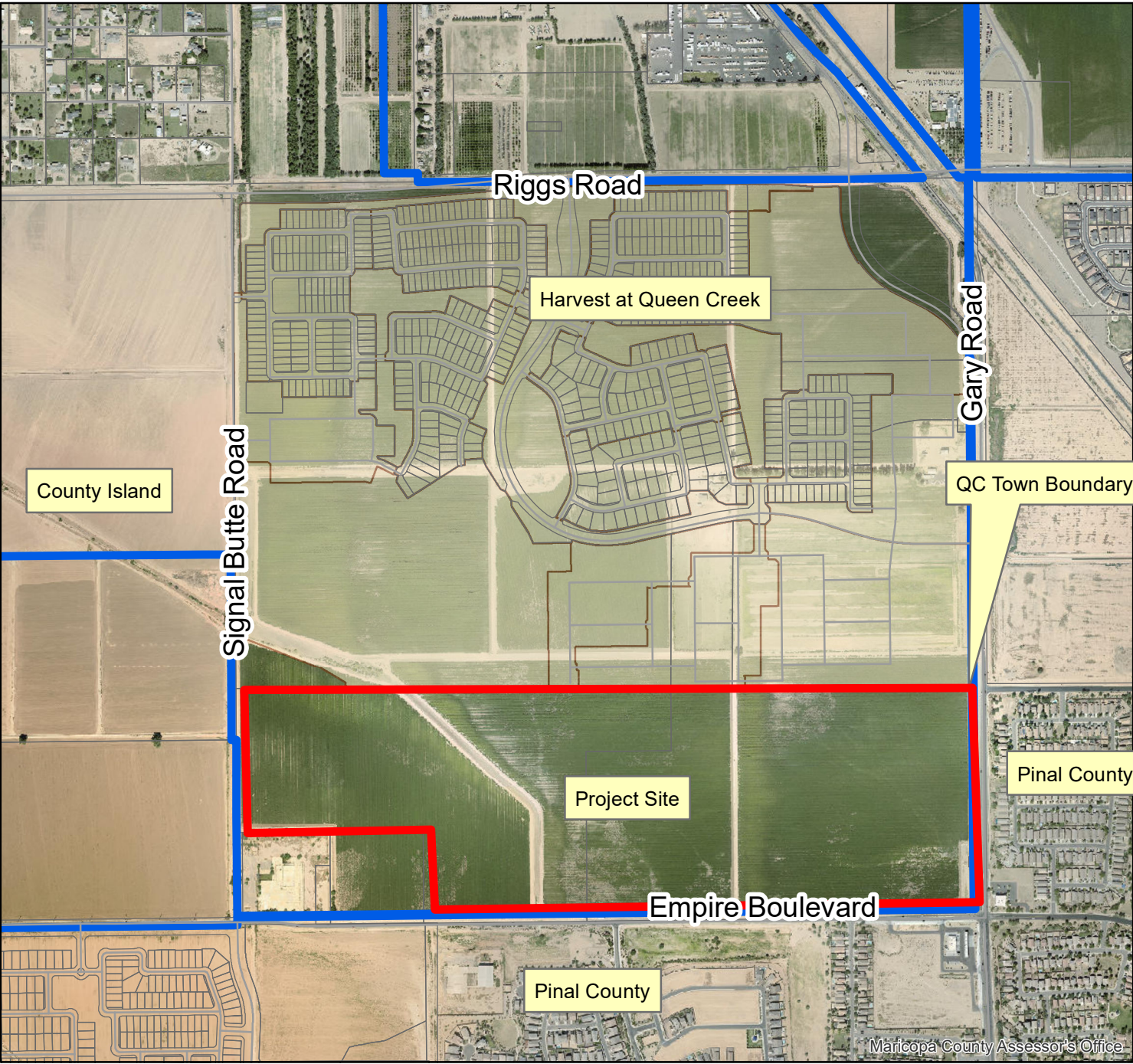
The Town will receive building permit fees for all homes that develop within the 72-lot subdivision. The Owner (Mattamy Arizona LLC) will complete onsite improvements that will require future maintenance costs by the Town.

Alternatives:

Not to accept the Final Plat of Empire Pointe Parcel 9. If the Town does not accept the Final Plat, the subdivision will not be developed at this time and the Town will not collect building permit fees.

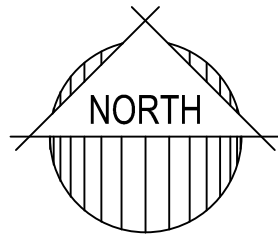
Attachment(s):

1. [Aerial Exhibit - Empire Pointe.pdf](#)
2. [Final Plat - Empire Pointe Parcel 9.pdf](#)



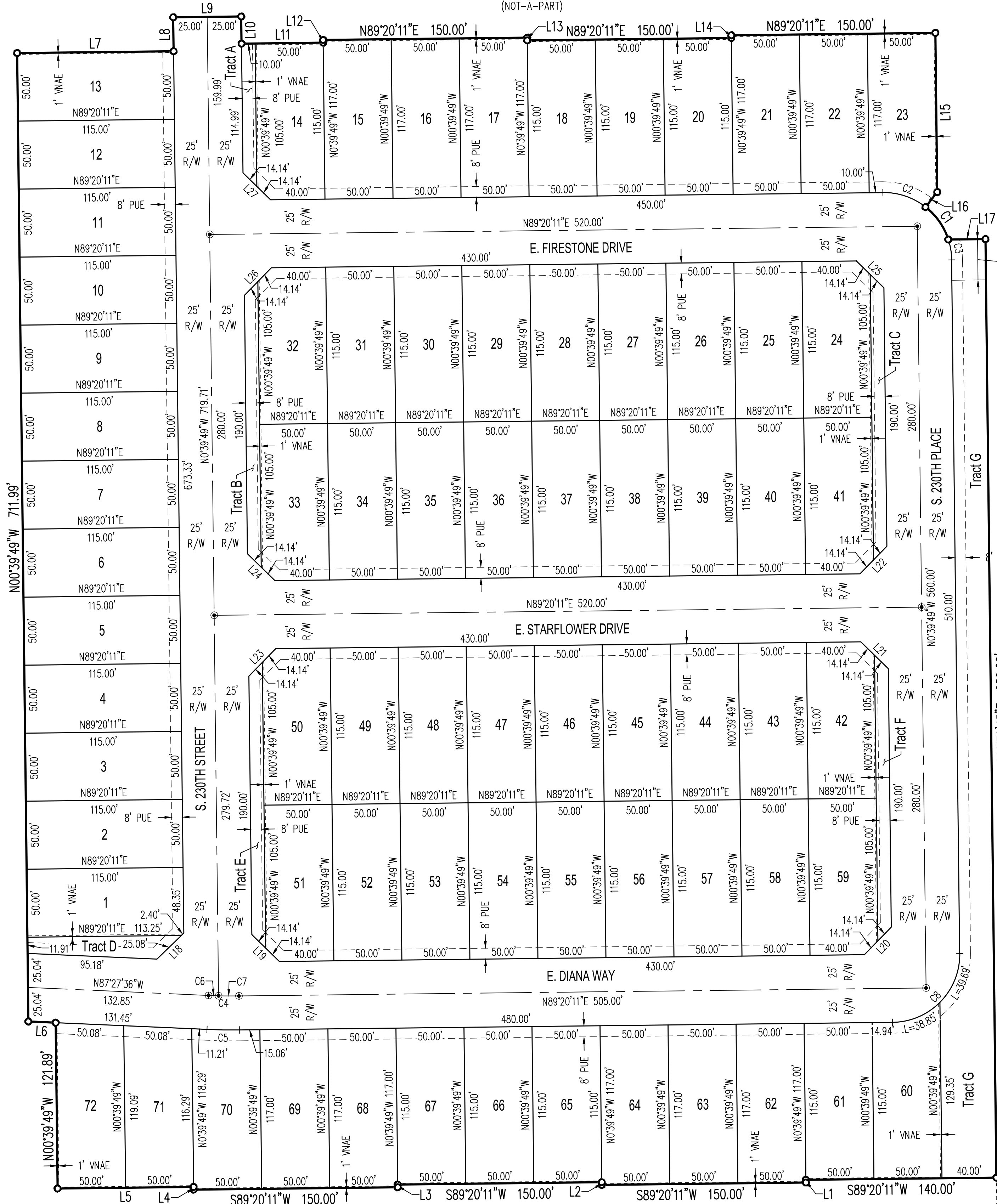
LEGEND

- FOUND MONUMENT AS NOTED
- SET BASS CAP AT COMPLETION OF CONSTRUCTION
- CORNER OF SUBDIVISION, MONUMENT AS NOTED
- M.C.R. MARICOPA COUNTY RECORDS
- T.O.Q.C. TOWN OF QUEEN CREEK
- LS LAND SURVEYOR
- PLS PROFESSIONAL LAND SURVEYOR
- RLS REGISTERED LAND SURVEYOR
- PUE PUBLIC UTILITY EASEMENT
- R/W RIGHT-OF-WAY



SOUTH QUARTER CORNER
SECTION 36, T2S, R7E
CALCULATED POSITION
FROM REBAR W/CAP RLS 52139
FOUND ON 7/11/17 SINCE REMOVED
BY NEW CONSTRUCTION (FALLS IN
NEW TRAFFIC PULL BOX)

ARIZONA THOROUGHBRED TRAINING CENTER INC
DOCUMENT 1992-0086548, M.C.R.
(NOT-A-PART)



ARIZONA THOROUGHBRED TRAINING CENTER INC
DOCUMENT 1992-0086548, M.C.R.
(NOT-A-PART)

ARIZONA THOROUGHBRED TRAINING CENTER INC
DOCUMENT 1992-0086548, M.C.R.
(NOT-A-PART)

EAST QUARTER CORNER
SECTION 36, T2S, R7E
FOUND 3" PCHD
BRASS CAP FLUSH

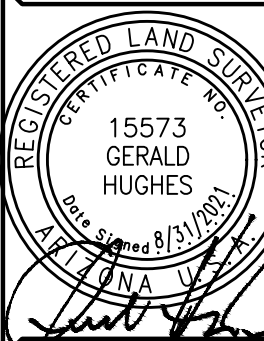
S. GARY ROAD

N027°17'W 2,615.84' (BASIS OF BEARING)

SOUTHEAST CORNER
SECTION 36, T2S, R7E
FOUND 3" T.O.Q.C. BRASS
CAP IN HAND HOLE
STAMPED "T2S R7E S36 R8E S31
T3S S1 S6 LS 48362 2014"

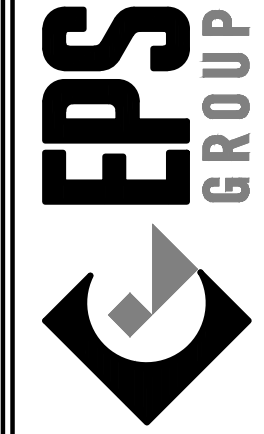
Project:
Revisions:
Drawn by: A.G.
Reviewed by: G.H.

Call at least two full working days
before you begin excavation.
ARIZONA 800
1-800-871-0000 (TOLL FREE) 1-602-254-1100
in Maricopa County: (602)254-1100



Job No.
17-270
FP02
Sheet No.
2
of 3

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1700
www.epsgroupinc.com



Empire Pointe - Parcel 9
QUEEN CREEK, ARIZONA
Final Plat

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
1	5,749	0.1320
2	5,750	0.1320
3	5,750	0.1320
4	5,750	0.1320
5	5,750	0.1320
6	5,750	0.1320
7	5,750	0.1320
8	5,750	0.1320
9	5,750	0.1320
10	5,750	0.1320
11	5,750	0.1320
12	5,750	0.1320
13	5,750	0.1320
14	5,700	0.1309
15	5,850	0.1343
16	5,850	0.1343
17	5,850	0.1343
18	5,750	0.1320
19	5,750	0.1320
20	5,750	0.1320
21	5,850	0.1343
22	5,850	0.1343
23	6,007	0.1379
24	5,700	0.1309

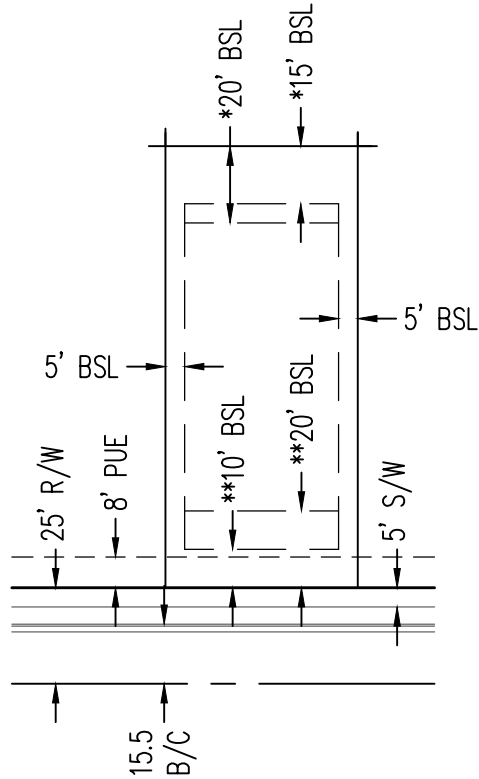
LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
25	5,750	0.1320
26	5,750	0.1320
27	5,750	0.1320
28	5,750	0.1320
29	5,750	0.1320
30	5,750	0.1320
31	5,750	0.1320
32	5,700	0.1309
33	5,700	0.1309
34	5,750	0.1320
35	5,750	0.1320
36	5,750	0.1320
37	5,750	0.1320
38	5,750	0.1320
39	5,750	0.1320
40	5,750	0.1320
41	5,700	0.1309
42	5,700	0.1309
43	5,750	0.1320
44	5,750	0.1320
45	5,750	0.1320
46	5,750	0.1320
47	5,750	0.1320
48	5,750	0.1320

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
49	5,750	0.1320
50	5,700	0.1309
51	5,700	0.1309
52	5,750	0.1320
53	5,750	0.1320
54	5,750	0.1320
55	5,750	0.1320
56	5,750	0.1320
57	5,750	0.1320
58	5,750	0.1320
59	5,700	0.1309
60	5,907	0.1356
61	5,750	0.1320
62	5,850	0.1343
63	5,850	0.1343
64	5,850	0.1343
65	5,750	0.1320
66	5,750	0.1320
67	5,750	0.1320
68	5,850	0.1343
69	5,850	0.1343
70	5,866	0.1347
71	5,884	0.1351
72	6,024	0.1383

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°39'49"E	2.00'
L2	N00°39'49"W	2.00'
L3	S00°39'49"E	2.00'
L4	N00°39'49"W	2.00'
L5	S89°20'11"W	100.00'
L6	N87°27'36"W	20.09'
L7	N89°20'11"E	115.00'
L8	N00°39'49"W	24.99'
L9	N89°20'11"E	50.00'
L10	S00°39'49"E	19.99'
L11	N89°20'11"E	60.00'
L12	N00°39'49"W	2.00'
L13	S00°39'49"E	2.00'
L14	N00°39'49"W	2.00'
L15	S00°39'49"E	117.00'
L16	S37°59'46"W	14.03'
L17	N89°20'11"E	27.37'
L18	S45°56'18"W	27.48'
L19	N45°39'49"W	28.28'
L20	S44°20'11"W	28.28'
L21	S45°39'49"E	28.28'
L22	S44°20'11"W	28.28'
L23	N44°20'11"E	28.28'
L24	N45°39'49"W	28.28'
L25	S45°39'49"E	28.28'
L26	N44°20'11"E	28.28'
L27	N45°39'49"W	28.28'

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
Tract A	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	1,000	0.0230
Tract B	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	2,000	0.0459
Tract C	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	2,000	0.0459
Tract D	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	1,542	0.0354
Tract E	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	2,000	0.0459
Tract F	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	2,000	0.0459
Tract G	LANDSCAPE, OPEN SPACE AND PUBLIC UTILITY EASEMENT	19,405	0.4455

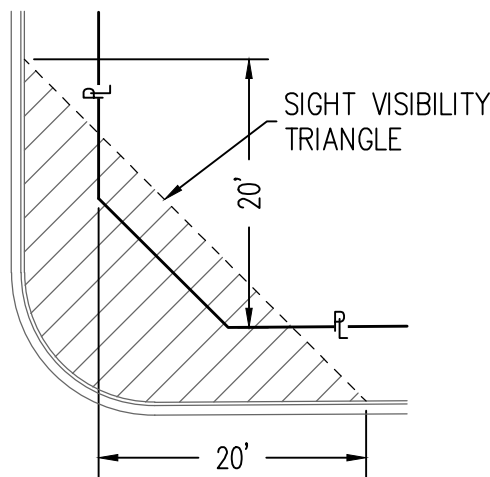
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	29.58'	50.00'	33°53'51"	29.15'	S35°03'18"E
C2	33.74'	50.00'	38°39'35"	33.10'	N71°20'01"W
C3	15.22'	50.00'	17°26'33"	15.16'	N09°23'06"W
C4	22.37'	400.00'	3°12'13"	22.36'	S89°03'42"E
C5	23.76'	425.00'	3°12'13"	23.76'	S89°03'42"E
C6	7.36'	400.00'	1°03'17"	7.36'	S87°59'14"E
C7	15.00'	400.00'	2°08'57"	15.00'	S89°35'21"E
C8	78.54'	50.00'	90°00'00"	70.71'	N44°20'11"E



TYPICAL LOT SETBACKS

50' x 115'

- * 20' FEET FOR TWO-STORY HOMES / 15' FEET FOR SINGLE STORY HOMES AND / OR COVERED PATIO
- ** 20' FEET TO FRONT OF GARAGE (FRONT ENTRY) / 10' FEET TO FRONT OF GARAGE (SIDE ENTRY) AND LIVING AREA / 10' FEET TO COVERED FRONT PORCH.



TYPICAL S.V.T. EASEMENT

LOCAL TO LOCAL STREET
N.T.S.

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1700
www.eps-groupinc.com

EPS

GROUP

Project:

Empire Pointe - Parcel 9
QUEEN CREEK, ARIZONA

Revisions:

Call at least two full working days
before you begin excavation.

ARIZONA

REGISTERED LAND SURVEYOR

15573
GERALD
HUGHES

8/31/2021

Drawn by: A.G.
Reviewed by: G.H.

Job No.

17-270

FP03

Sheet No.

3
of 3

20



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER

FROM: DAVE LIPINSKI CIP DEPARTMENT DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH J2 ENGINEERING & ENVIRONMENTAL DESIGN FOR THE MANSEL CARTER OASIS PARK PHASE 2 PROJECT ENGINEERING, ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL DESIGN (CIP PROJECT NO. P0615) IN AN AMOUNT NOT TO EXCEED \$443,374. (THIS IS AN FY 22 BUDGETED ITEM)

DATE: February 2, 2022

Suggested Action:

To approve a a Professional Services Contract with J2 Engineering & Environmental Design for the Mansel Carter Oasis Park Phase 2 project engineering, architectural and landscape architectural design (CIP Project No. P0615) in an amount not to exceed \$443,374.

Relevant Council Goal(s):

Superior Infrastructure-Capital Improvement Program

Discussion:

On December 1, 2021, Town Council approved an action directing Town staff to construct and issue \$115M in bonds to finance projects contained in the Town's Parks Master Plan Phase 1. The Town Council also expressed the implementation of the Parks Master Plan proceed with urgency. As a result of that action, staff is initiating the Mansel Carter Oasis Park Phase 2 design process.

Mansel Carter Oasis Park Phase 1 design and construction proceeded very well and had a successful outcome. Town staff determined the quickest and most successful approach to complete the Mansel Carter Phase 2 design would be to negotiate a scope and fee with the Phase 1 design team to see if a responsible fee meeting procurement rules limitations for a sole source selection could be made. Therefore, Town staff contacted the Phase 1 design team, J2 Engineering and Environmental Design (J2), discussed the proposed Phase 2 project scope and determined a scope and fee satisfying procurement rules was possible. Town staff and J2 subsequently negotiated a proposed scope and fee.

The Phase 2 design encompasses a roughly 14 acre land area with proposed sport fields, courts, parking, field and site lighting, landscaping and restroom amenities along with related electric, water

and sewer services.

This proposed action allows staff to begin the design process for the improvements and associated utilities serving the Phase 2.

Fiscal Impact:

The FY 2021/22 Adopted Budget included a \$5 million placeholder in the Capital Improvement Plan for design and development of future parks in the event that the Parks Master Plan Phase I was approved by the Town Council. Project P0615 - Mansel Carter Oasis Park Phase 2 was created as a result of the Town Council's approval on December 1, 2021 and has sufficient budget in FY 2021/22 to cover this contract. This project is being 100% funded by non-growth funding.

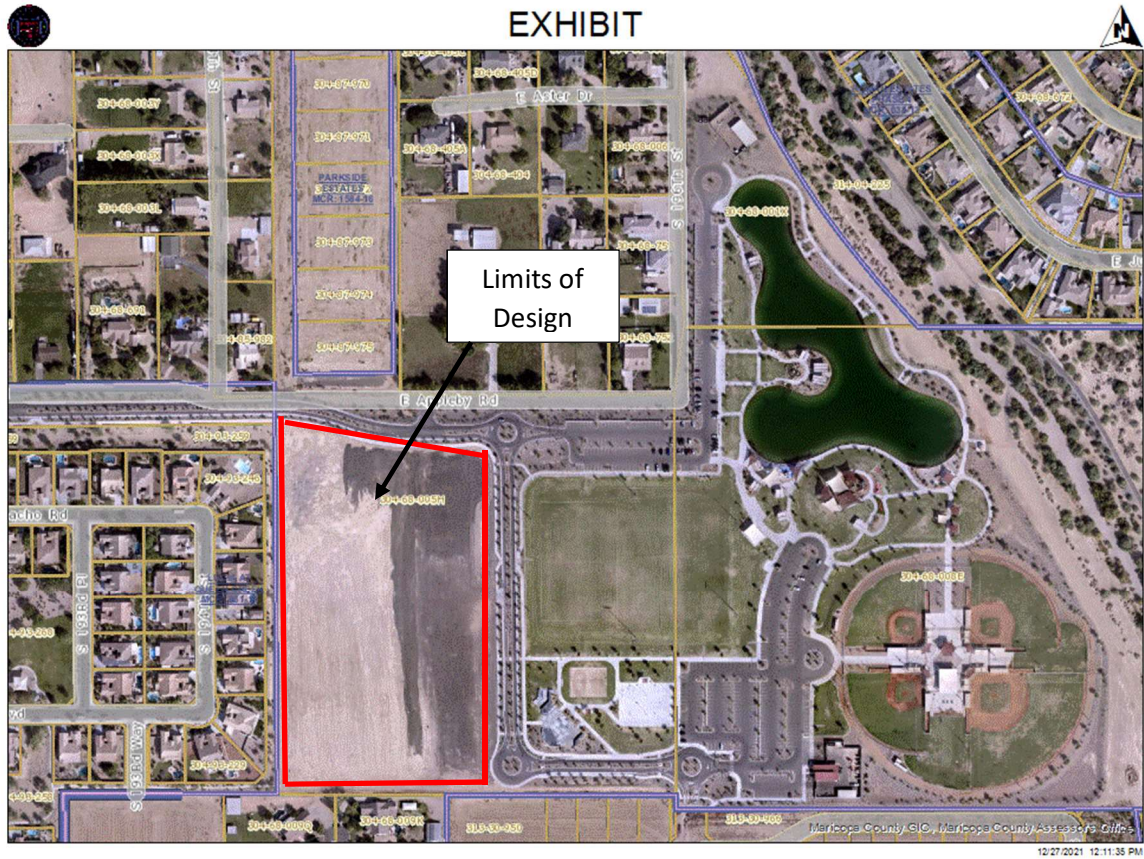
Alternatives:

Council could choose not to approve this project at this time. The result would be to delay design and subsequent construction on Mansel Carter Oasis Park Phase 2. Council could also direct staff to proceed with only certain portions of the Phase 2 design. Staff would look to Council for further direction in that case. The outcome would likely be a more slowly developed Phase 2. Council could also decide to not proceed with the Phase 2 design at all. This would result in no additional improvements at Mansel Carter Oasis Park.

Attachment(s):

1. [Location Site Map](#)
2. [J2 Mansel Park Phase 2 Contract](#)

EXHIBIT



STANDARD DESIGN CONTRACT TERMS

These Terms sets forth the standard terms and conditions governing the relationship between the parties and the obligations, responsibilities and rights of the parties to this contract dated **February 2, 2022** (the “Contract”) between the Town of Queen Creek, Arizona (the “Town”) and **J2 Engineering and Environmental Design** (“Designer”) for the design services specified in the Scope of Work and Fee Proposal dated **January 6, 2022** (“Scope of Services”) attached to these Terms (the “Services”) for the project specified in the Contract (the “Project”).

1. Conflicts: Unless otherwise noted and/or delineated herein, in case of a conflict between the terms of the Scope of Services and these Terms, the terms of these Terms shall prevail. Agreement to the terms set forth herein is a material and necessary precondition and inducement to the Town entering into the Contract with Designer.

2. Scope of Services, Fees: Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in the Scope of Services in a good and workmanlike matter with due diligence and, at a minimum, in conformance with generally accepted industry standards and standard of care for like professionals in the same geographic area. The amount paid to Designer under this Contract, including reimbursable expenses, shall not exceed \$443,374.00.

3. Specifications: The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the Town and shall apply to the Project and the Services, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “Town Specifications”), those Town Specifications shall apply to the Project and the Services when and where appropriate. Any questions concern the applicability of any specific MAG or Town Specification to the Project or the Services shall be directed in writing to the Town Engineer.

4. Construction Services: If the Services include construction phase services and/or contract administration during the construction of the Project, Designer shall provide, at no additional cost to the Town, such services, including without limitation inspections, attending meetings, responses to request for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the Town.

5. Additional Services: Payment for additional services shall be made only if such additional services are approved, in writing, by the Town prior to the additional services being performed. The Town shall not pay for any costs not expressly designated as reimbursable in the Contract or the written approval.

6. Corrections: Designer shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawing provided

by Designer. If requested by the Town, Designer shall provide the Town with "As Built" drawing at the completion of the Project, in such form and detail as the Town may require.

7. Coordination: Designer shall be responsible for coordinating the Services, and all designs, drawings and/or specifications developed in relation thereto, with the Town Engineering Department and other departments or agencies within the Town, other design professionals and other contractors involved in the Project, as well as the other designs, drawings and/or specifications for the Project. Designer shall also cooperate with the Town in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.

8. Time: Time is of the essence of the Contract. If a schedule is set forth in the Contract or any exhibits thereto, Designer shall strictly comply with said schedule and failure to do so shall be a material breach of the Contract. Designer shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information or clarification within sufficient time to allow the Town to timely respond to the contractor(s) or other parties involved in the Project, and so as to not delay the Project.

9. Quality/Special Features: Designer is responsible, to the extent necessary to perform the Services, at no additional charge to the Town, to fully familiar itself with the special and/or unique qualities and/or requirements of the Project and the Town. The Town's determination as to the level of quality required and on all aesthetic issues shall be final and binding.

10. Payment Documentation: As a necessary precondition to any payment under the Contract, the Town may require Designer to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion as may be reasonably required by the Town, to ensure that payment is then due and owing pursuant to the payment terms set forth in the Contract.

11. Payment: Unless the Town expressly agrees to another payment schedule in writing, the Town shall make payments within thirty (30) days of approval by the Town of Designer's submittals. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, Designer shall continue to render the Services in a timely manner. Payment by the Town does not constitute acceptance by the Town of the Services or Designer's performance, nor does payment constitute a waiver of any rights or claims by the Town.

12. Taxes: Designer shall be solely responsible for any and all tax obligations which may result out of the Designer's performance of the Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Designer.

13. Information Provided by the Town: The Town shall provide to Designer information regarding requirements for the Project including relevant budget information, project schedules, identities of Project participants, and related designs, drawings, and specifications. Designer shall promptly notify the Town, in writing, of any information that Designer believes is missing, unclear or insufficient for the successful completion of the Project and the Services.

14. Use of Documents: Upon execution of the Contract, the Designer and all design professionals and sub-consultants working under or for Designer, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by Designer pursuant to this Agreement (“the Instruments of Service”), for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof (including making derivative works from Designer’s Instruments of Service), or for construction of the same type of Project at other locations, by the Town and others retained by the Town for such purposes. This license shall extend to those parties retained by the Town for such purposes, including other design professionals. The license granted hereunder shall include all things included in the definition of “Architectural Works” as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Designer shall obtain, in writing, similar non-exclusive licenses from its design professionals, and sub-consultants. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project. Upon completion of the Project and/or termination of the Agreement for any reason, Designer shall deliver to the Town full sized and usable copies (including any and all CAD and/or computer files) of all data documents, designs, drawings and specifications generated by Designer, including those generated by any suppliers, subcontractors or sub-consultants. The Town shall retain all rights and ownership of all documents, designs, drawings, specifications, and/or styles provided to Designer by the Town in relation to the Contract and the Project, and Designer shall not utilize any such material in relation to any other work or project. If the Town elects to use, or permits others to use, the Designer’s drawings, designs or specifications for other Projects, uses, or in a manner not prescribed by the Designer, the Designer shall have no responsibility or liability for claims arising from said use.

15. Insurance: Designer shall provide insurance as set forth on Exhibit 1 hereto.

16. Termination:

a. **Termination by the Designer:** If the Town fails to make payment of undisputed amounts due following fourteen (14) days' written notice to the Town, the Designer may terminate the Contract and recover from the Town payment for Work actually executed and approved and accepted by the Town. Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

b. **Termination by the Town:** The Town may terminate the Contract if the Designer substantially breaches any obligation under the Contract or any other contract between the Town and Designer, following seven (7) days' written notice to Designer, and recover the damages suffered by the Town as a result of the breaches and/or as a result of the termination. The Town may also terminate the Contract at any time for its convenience by written notice to Designer specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the Designer, the Town shall pay to Designer only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from

the Town to Designer unless and until Designer has delivered to the Town full sized and usable copies (including any and all CAD and/or computer files) of all documents, designs, drawings, and specifications generated by Designer in relation to the Project as set forth in ¶ 14 above.

17. Notices: All notices or demands required to be given pursuant to the terms of the Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the address designated by the parties in writing. Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. In order to facilitate communication during performance of the Services, Designer and the Town shall provide the Town with e-mail addresses for the primary contacts in relation to the Project and the Services.

18. Independent Contractor: The Services Designer provides under the terms of the Contract are as an Independent Contractor, not an employee, or agent of the Town.

19. Subcontractors: During performance of the Contract, the Designer may engage such additional subcontractors or subconsultants (collectively “subcontractors”) as may be required for the timely completion of the Services. The addition of any subcontractors shall be subject to prior approval by the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of the Contract rests with the Designer.

20. Indemnification: To the fullest extent permitted by law, Designer, its successors, assigns and guarantors, shall indemnify and hold harmless the Town, its agents, representatives, council members, officers, directors, officials and employees (collectively, the “Indemnified Parties”) from and against all demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Designer relating to work or services in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Designer’s and subcontractor’s employees, but only to the extent caused by the negligent acts or omissions of the Designer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

21. Dispute Resolution: All disputes and claims shall be resolved as set forth on Exhibit 2 hereto.

22. Governing Law: The law of the State of Arizona shall govern the Contract and these Terms.

23. Compliance with Federal and State Laws: The Designer understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Designer understands and acknowledges that it must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees.”

a. **Compliance with Federal Immigration Laws and Regulations:** Pursuant to the provisions of A.R.S. §41-4401, the Designer warrants to the Town that the Designer and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Designer or any of its subcontractors will be deemed a material breach of this Contract and may subject the Designer or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The Town retains the legal right to inspect the papers of any employee of the Designer or any subcontractor who works on this Contract to ensure that the Designer or any subcontractor is complying with the warranty given above.

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

The Town will not consider the Designer or any of its subcontractors in material breach of this Contract if the Designer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The “E-Verify Program” means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Designer enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor of subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

c. **Israel Boycott Provision:** To the extent applicable Consultant certifies to Town that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393

24. Complete Contract: The Contract and any exhibits thereto, together with these Terms, and designs, drawings, and specifications relating to the Services, represent the complete and integrated agreement between the Town and Designer, and supercede all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Town and Designer.

I have read and agree to the above terms:

“Town”

TOWN OF QUEENCREEK

By_____

Its Mayor_____

Date: _____

“Designer”

J2 Engineering and Environmental Design

By_____

Its_____

Date: _____

TOWN OF QUEEN CREEK

By_____

Its Town Clerk_____

Date: _____

TOWN OF QUEEN CREEK

By_____

Its Town Manager_____

Date: _____

TOWN OF QUEEN CREEK

By_____

Dickinson Wright PLLC
Town Attorneys

Date: _____

EXHIBIT 1

INSURANCE REQUIREMENTS

A. Contractor shall obtain and submit to Town before any Work is performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

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

2. Commercial Auto Coverage:

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

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

3. Commercial General Liability:

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

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.

2) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to name Town as an Additional Insured for the entire 10-year period.

3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.

4) Broad Form Property Damage coverage, including completed operations or its equivalent.

5) An endorsement naming Town, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.

6) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."

7) Coverage on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable.

8) Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

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

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

5. Errors & Omissions Liability \$1,000,000

(Applicable any design/engineering services are part of Work)

Coverage provided must have no exclusion for design-build projects. Contractor must provide evidence of coverage for nine (9) years beyond completion of the Project.

Coverage Amount: \$1,000,000 per occurrence/aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

6. Pollution Legal Liability

§

(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements

A. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.

B. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A. All coverage forms must be acceptable to Town.

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

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

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

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

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

H. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and

while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.

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

C. Unless otherwise provided, the Town shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Town, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Contractor shall bear the responsibility for the deductible for such coverage when a loss affects the Work.

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

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

E. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

DISPUTE RESOLUTION EXHIBIT 2

A. DISPUTE RESOLUTION REPRESENTATIVE (“DRR”) PROCESS

1. The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (“Claim” or Claims”) shall, as a prerequisite to any mediation, or arbitration of the Claim, first be submitted for resolution by way of informal discussions between the designated Dispute Resolution Representatives of the Parties as set forth herein (the “DRR Process”).

2. The DRR Process shall be initiated by the party asserting the Claim serving written notice to the other party (“DRR Notice”) setting forth in detail: (i) the basis for the Claim; (ii) the effect of the Claim upon the construction of and/or Project Schedule for, the Project; (ii) the specific relief requested, the amount thereof, and how such was calculated); (iii) the parties involved in the Claim, and how they are involved; (iv) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim. The DRR Notice shall be hand-delivered and e-mailed to the other party’s designated Dispute Resolution Representative.

3. The other party shall respond in writing to the DRR Notice (“DRR Response”) within five (5) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning.

4. The designated Dispute Resolution Representatives for the Parties to the Claim shall then meet within ten (10) calendar days of submission of the DRR Notice, at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required under ¶ 4 above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. The following individuals shall be the designated Dispute Resolution Representatives for the Parties. If no individual is designated herein for a party, that party’s representative, as set forth in the Contract Documents, shall act as that party’s designated Dispute Resolution Representative.

Owner:

Contractor/Construction Manager:

Architect:

8. If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties’ designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

B. MEDIATION

1. Any Claim not resolved through the DRR process set forth above within thirty 30 days after initiation of the DRR Process, or ten (10) calendar days after the DRR is terminated pursuant to ¶ A(5) above, whichever is longer, shall be submitted to mediation as a condition precedent to arbitration by either party.

2. The mediation shall be commenced by written demand upon the other party for mediation. The mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (“AAA”) currently in effect, but not administered or conducted by the AAA. If the parties cannot agree upon a mediator within ten (10) days of the written demand, either party may submit the mediation to the AAA, the AAA shall select the mediator, and thereafter the mediation shall be administered by the AAA. The mediation shall occur within thirty (30) days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator, whether selected by the Parties or the AAA, shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party shall provide to the other party and the mediator all of the information and documentation required under ¶¶ A(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and /or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

C. ARBITRATION

1. Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those Claims waived as provided for in the Contract Documents, shall be subject to arbitration. Prior to arbitration, the parties shall, as a necessary condition precedent, endeavor to resolve disputes through the DRR Process and mediation as set forth above.

2. The parties shall submit any Claim, not resolved through mediation pursuant to Section B above, to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administered or conducted by the AAA, which arbitration shall be held in Phoenix, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

3. If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed by this Exhibit 1, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

4. The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

5. At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

6. In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

7. The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

8. A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

9. The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

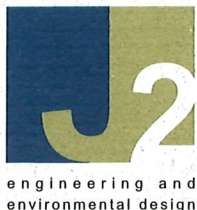
10. To the extent there are other dispute resolution provisions which apply to the Project and would be binding upon one of the parties (such as any dispute resolution provisions in any purchase agreements, or CC&R's applicable to the Project) the parties agree to participate, by joinder or otherwise, in such dispute resolution proceedings, and to be bound by the provisions thereof, to the extent the dispute or claim arises from or relates to that party's involvement, Work, Services, or Contract in relation to the Project.

11. The party filing a notice of demand for arbitration, or a counterclaim must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

12. Any award by the arbitrator shall not include any consequential or punitive damages.

13. The award entered by the arbitrator shall be a reasoned award.

14. The award entered by the arbitrator shall be final and judgment may be entered thereon in the Maricopa County, Arizona Superior Court.



January 6, 2022

Mr. Adam Robinson
Recreation Manager
Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142

**Re: Mansel Carter Oasis Park – Phase 2 Final Design Services
Town of Queen Creek**

Mr. Robinson,

J2 Engineering & Environmental Design (J2) is very pleased to provide the Town of Queen Creek professional engineering and landscape architectural final design services for the Mansel Carter Oasis Park Phase 2 project site. The scope of services and fees are based upon our understanding of the project from our conversations with you and J2's familiarity with the site.

J2 will serve as the Prime Consultant for the project, which is an approximately 14-acre undeveloped site on the west side of Mansel Carter Oasis Park. The first step will be to establish a conceptual master plan. The J2 Team will then provide final design and limited post-design services. The intent is to open the park to the public in the fall of 2023. The J2 Team's understanding is that the construction delivery will be CMAR.

Project Understanding: The Town of Queen Creek is developing Mansel Carter Oasis Park Phase 2, an approximately 14-acre undeveloped site just west of the existing park. The site will be multi-functional and will contain on-site drainage retention basins. The Project site will be developed to potentially contain six (6) tennis courts, six (6) volleyball courts, a fitness area, possible pump-track at existing volleyball courts area, open turf area, shaded plaza, picnic ramadas, a restroom building, multi-use paths, and parking. The following key items are understood by the Project Team to be a basis for this contract:

- 1) Develop a park master plan for the Mansel Carter Oasis Park Phase 2 site.
- 2) Develop final design for the project, with submittals at 60%, 90%, and 100% Final.
- 3) Coordinate Town staff input during the design process.
- 4) Limited J2 Team post-design services are included.

Please see the attached scope of work and fee sheet with hours. We thank you for the continued opportunity to be of service to the Town of Queen Creek for this landmark project. We are excited to be working with your team again and we are prepared to begin work immediately. Please do not hesitate to call with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey Velasquez', is written over a light blue horizontal line.

Jeffrey Velasquez, PLA, ASLA
Vice President, Principal Landscape Architect

J2 Scope of Work Outline

The project schedule is yet to be determined and will be developed upon Notice to Proceed.

Task 100 – Project Definition, Site and Area Analysis, Data Collection, Base Map, and Master Planning

J2 will review the existing as-builts that are available for the area surrounding Mansel Carter Oasis Park. J2 will visit the site with Town staff to review the existing conditions of the project to help gain further understanding of the project goals. J2 will perform general data collection and develop a base map for conceptual design.

J2 will also hold a kick off meeting with the Town to discuss the overall project schedule and discuss the goals of the project. J2 will provide a sign-in sheet, meeting agenda, and prepare meeting minutes. TOQC will be responsible for providing a meeting room and inviting all project stakeholders.

J2 will provide two (2) initial conceptual master plan sketches for the project site. Sketches will be developed at an appropriate scale, most likely at 1" = 30' scale for an overall 24"x 36" full size sketch. J2 will work with Town staff to review conceptual master plans and achieve consensus. Once direction is provided by Town, J2 team shall move to develop the preferred master plan.

Meetings:

- Project Kick-off Meeting: One (1) meeting. This meeting is anticipated to be two (2) hours in duration including travel time. J2 will have three (3) representatives at this meeting.
- Site Visit: One (1) meeting, to follow the kick-off meeting. This meeting is anticipated to be one (1) hour in duration. J2 will have two (2) representatives at this meeting.
- Staff Input Session at Town of Queen Creek: This meeting is anticipated to be three (3) hours in duration including travel time. J2 will have two (2) representatives at this meeting.
- Presentation of Conceptual Master Plan Sketches to Town Staff: One (1) meeting: This meeting is anticipated to be three (3) hours in duration including travel time. J2 will have two (2) representatives at this meeting.

Deliverables:

- 2 master plan concept sketches (pdf)
- Final Conceptual Master Plan (pdf and one mounted board at full size)

Task 200 – 60% Design Development

Once the master plan has been approved by Town Staff, the J2 Team will move to complete the 60% design submittal. The elements to be designed include: 6 tennis courts, 6 volleyball courts, a fitness area, pump-track at the existing volleyball courts, a restroom/storage building, picnic ramadas, multi-use paths, shaded plaza (fabric shade), open turf area, lighting improvements, and parking.

The building and ramadas will utilize the design from Phase 1 of Mansel Park, with minor code and storage edits/updates. For Deliverables, see descriptions below. J2 staff will coordinate with CMAR throughout the design process. Proposed J2 sheets include:

Cover Sheet (1)
General Notes & Abbreviations Sheet (1)
Sheet Index / Site Map (1)
Hardscape Construction Amenities and Quantities Schedule (1)



Town of Queen Creek

Mansel Carter Oasis Park Phase 2 Master Plan

Hardscape Plans (6)
 Hardscape Plaza Enlargement Plan (1)
 Hardscape, Shade Structure, and Fencing Details (12)
 Landscape General Notes & Quantities Sheet (1)
 Landscape Plans (6)
 Landscape Details (2)
 Surface Materials Plans (6)
 Irrigation General Notes and Legend Sheet (1)
 Irrigation Program Schedule Sheet (1)
 Irrigation Plans (6)
 Irrigation Details (4)

Total Estimated J2 Sheets: 50

Meetings:

- General Design Coordination Meetings (3 Total for 60%): This meeting is anticipated to be two (2) hours in duration including travel time – some meetings may occur virtually. J2 will have three (3) representatives at these meetings.
- Comment Resolution Meeting at Town: One (1) meeting: This meeting is anticipated to be three (3) hours in duration including travel time. J2 will have two (2) representatives at this meeting.

Deliverables:

- 60% Design: J2 will provide three (3) sets of half size plans (11"x17") and four (4) sets of full size plans (22"x34") along with two (2) specification books (8 ½" x 11") and one excel file of opinion of probable construction cost. All items will be provided in pdf format as well.

Task 300 – 90% Pre-Final Design

Based on the design direction gained from the Town in Task 200, J2 will refine the design into 90% contract documents. J2 staff will coordinate with the CMAR throughout the design process. For estimated J2 sheets see list above in Task 200.

Meetings:

- General Design Coordination Meetings (2 Total for 90%): This meeting is anticipated to be two (2) hours in duration including travel time – some meetings may occur virtually. J2 will have three (3) representatives at these meetings.
- Comment Resolution Meeting at Town: One (1) meeting: This meeting is anticipated to be three (3) hours in duration including travel time. J2 will have two (2) representatives at this meeting.

Deliverables:

- 90% Design: J2 will provide three (3) sets of half size plans (11"x17") and four (4) sets of full size plans (22"x34") along with two (2) specification books (8 ½" x 11") and one excel file of opinion of probable construction cost. All items will be provided in pdf format as well.

Task 400 – 100% Stamped-and-Sealed Final Design

Based on the design direction gained from the Town in Task 200, J2 will refine the design into 100% final contract documents. J2 staff will coordinate with the CMAR throughout the design process. For estimated J2 sheets see list above.



Town of Queen Creek

Mansel Carter Oasis Park Phase 2 Master Plan

Meetings:

- General Design Coordination Meetings (1 Total for 100%): This meeting is anticipated to be two (2) hours in duration including travel time – some meetings may occur virtually. J2 will have three (3) representatives at these meetings.
- Comment Resolution Meeting: One (1) meeting: This meeting is anticipated to one (1) hour in duration and will be a virtual meeting to ensure no final comments are outstanding. J2 will have two (2) representatives at this meeting.

Deliverables:

100% Design: J2 will provide three (3) sets of half size plans (11"x17") and four (4) sets of full size plans (22"x34") along with two (2) specification books (8 ½" x 11") and one excel file of opinion of probable construction cost. All items will be provided in pdf format as well.

We would expect to start our services immediately after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

Task 500 – Post Design Services

J2 has included limited post design services to assist the CMAR contractor and Town with construction of the Mansel Phase 2 Project. Complete Construction Management Services are not included in this scope; it is anticipated that the CMAR and Town will serve as the construction management leads on the construction phase services. The following scope items are included.

- Shop Drawing / Submittal Reviews – J2 staff will review shop drawings for the CMAR and Town. J2 anticipates approximately 20 shop submittals to be reviewed, including resubmittals. J2 will coordinate Shop Submittals with Design Team subconsultants.
- J2 will respond to RFI's (requests for information) and will coordinate RFI's with Design Team subconsultants. J2 will also issue ASI's (architect's supplemental instructions) to clarify design intent where required.
- J2 will participate in a Preliminary Punch List Walk and Final Punch List Walk to review construction with Town and CMAR. J2 will issue a written list of items to complete at the end of each walk.
- J2 will participate in one (1) tree tagging session to select trees for the project. Nursery locations shall be within a 90-mile radius. Session is anticipated to be an 8-hour activity including travel time.

Meetings:

- Bi-weekly Construction Meetings: This meeting (twice a month) is anticipated to be two (2) hours in duration including travel time, and will be hosted and managed by the CMAR on-site. J2 will have two (2) representatives at these meetings – the J2 attendees may vary depending on the scope needed that day. J2 is anticipating a 10-month construction timeframe (20 meetings).
- Additional Construction Site Meetings (4): J2 will attend 4 additional site meetings to inspect or clarify items, as requested by Town. Meetings are anticipated to be two (2) hours in duration including travel time, and J2 will have one (1) person in attendance.

Deliverables:

- As-built drawings: J2 will provide one (1) set of record as-built drawings in cad and pdf format upon project completion. CMAR and Town will be responsible to track all redline changes for incorporation.



Town of Queen Creek
Mansel Carter Oasis Park Phase 2 Master Plan

Exclusions and Assumptions:

- SWPPP is not included in this scope of work.
- Off-site utility design is not included in this scope of work.
- Archeological or cultural investigation is not included in this scope of work.
- Full Construction Management Services are not included in this scope of work.
- Structural Engineering for Post-tensioned courts is not included in this scope of work.

* * *



DERIVATION OF COST PROPOSAL: DESIGN SERVICES

MANSEL CARTER OASIS PARK: PHASE 2 FINAL DESIGN**Town of Queen Creek****J2 Engineering and Environmental Design, LLC****Estimated direct labor and rates**

Classification	Estimated Hours	Current Rates	Total
Project Principal	92	\$208.66	\$19,197.00
Project Engineer - Senior	4	\$180.70	\$723.00
Project Engineer	6	\$128.88	\$773.00
Senior Designer	336	\$120.63	\$40,532.00
Project Manager / Senior Landscape Architect	323	\$175.29	\$56,619.00
Landscape Architect	411	\$123.42	\$50,726.00
Designer	484	\$83.39	\$40,361.00

Total Hours 1656 **Total Direct Labor** \$208,931.00

Total Labor: 208,931.00

Total Labor and Overhead: 208,931.00

Estimated Direct Expenses	Estimated Expenses	Total
Printing, Reproduction, Reprographics, Supplies Etc.	None (included in fee)	\$0.00

Total Direct Expenses \$0.00

Subconsultants / Design:

American Ramp Company (Cycle Track)	\$30,500.00
Architekton (Architecture)	\$22,200.00
Dibble Engineering (Survey)	\$9,634.00
Dibble Engineering (Civil Design & Utility Coordination)	\$107,784.00
Wright Engineering (Electrical / Lighting)	\$34,015.00

Subconsultants / Post-Design:

Architekton (Allowance)	\$5,000.00
Dibble (Allowance)	\$9,350.00
Wright Engineering	\$10,960.00
General Post Design Allowance	\$5,000.00

Total Outside Services: \$234,443.00
Total Cost J2 and Subconsultants \$443,374.00

Total Cost: \$443,374.00

J2 Engineering and Environmental Design LLC

Jeff Velasquez, PLA, ASLA
Vice President

Date

1-6-22

Mansel Carter Oasis Park Phase 2: Final Design Fee Schedule
J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Principal	Project Engineer - Senior	Project Engineer	Senior Designer	Project Manager / Senior Landscape Architect	Landscape Architect	Designer	Total
100	Project Kickoff, Site and Area Analysis, Data Collection, Base Map, Master Plan								
101	Site and Area Analysis, Data Collection	2		1		4	4	4	15
102	Project Kick-off Meeting	3				3	3		9
103	Site Visit Meeting	1				1	1		3
104	Survey Coordination	1				2		2	5
105	Preliminary Master Plan Concept Sketches (2)	1	1		16	8	12	20	58
106	Staff Input Session at Town of Queen Creek	3				3	3		9
107	Presentation Workshop Meeting at Town of Queen Creek	3				3	3		9
108	Final Master Plan Production - including 2 rendered views				4	2	8	8	22
109	Opinion of Probable Construction Cost	1	1			2	2	2	8
200	60% Design Development								
201	Cover Sheet and General Sheets (3)	1		1	4	2		8	16
202	Hardscape Sheets and Details (18)	8	1	1	44	28	48	48	178
203	Landscape / Surface Mtl Sheets and Details (11)	2			20	16	22	28	88
204	Irrigation Sheets and Details (10)	2			22	16	24	28	92
205	General Design Coordination Meetings (3)	9				9		9	27
206	Comment Resolution Meeting at Town (1)	3				3			6
207	Opinion of Probable Construction Cost	2				4	4	6	16
208	Specifications	2				4	4		10
300	90% Pre-Final Design								
301	Cover Sheet and General Sheets (3)				4	2		6	12
302	Hardscape Sheets and Details (18)	6	1		40	24	44	44	159
303	Landscape / Surface Mtl Sheets and Details (11)	1			18	16	20	24	79
304	Irrigation Sheets and Details (10)	2			20	16	22	24	84
305	General Design Coordination Meetings (2)	6				6		6	18
306	Comment Resolution Meeting at Town (1)	3				3			6

Mansel Carter Oasis Park Phase 2: Final Design Fee Schedule
J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Principal	Project Engineer - Senior	Project Engineer	Senior Designer	Project Manager / Senior Landscape Architect	Landscape Architect	Designer	Total
307	Opinion of Probable Construction Cost	2				2	4	6	14
308	Specifications	1				2	4		7
400	100% Stamped-and-Sealed Final Design								
401	Cover Sheet and General Sheets (3)				4	2		6	12
402	Hardscape Sheets and Details (18)	6		1	44	24	44	52	171
403	Landscape / Surface Mtl Sheets and Details (11)	1			20	16	24	32	93
404	Irrigation Sheets and Details (10)	2			20	16	28	36	102
405	General Design Coordination Meeting (1)	3				3		3	9
406	Comment Resolution Virtual Meeting (1)	1				1			2
407	Opinion of Probable Construction Cost	2				2	2	2	8
408	Specifications	1				2	3		6
500	Post Design Services								
501	Bi-Weekly Meetings (20)				20	20			40
502	Shop Drawing / Submittal Reviews (20)	2		1	8	12	10	8	41
503	RFI Response / ASI Documents	1		1	8	12	12	4	38
504	Irrigation Sheets and Details (10)	2			20	16	28	36	102
505	Additional Construction Site Meetings (4)					8			8
506	Tree Tagging (1 session)						8		8
507	Preliminary Punch List Walk (1)	4				4	8		16
508	Final Punch List Walk (1)	2				2	8		12
509	As-built drawings					2	4	32	38
	Total Tasks for Final Design:	92	4	6	336	323	411	484	1656

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020

dibblecorp.com

January 5, 2022

J2 Engineering and Environmental Design, LLC
4649 East Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040

Attn: Jeff Velasquez, PLA, ASLA, Vice President

**RE: Mansel Carter Oasis Park Phase 2
Scope of Work and Fee Proposal
Town of Queen Creek Project No. TBD**

Dear Mr. Velasquez:

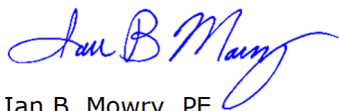
Thank you for the opportunity to provide J2 Engineering and Environmental Design with field survey and final design phase services on the **Mansel Carter Oasis Park Phase 2** project for the Town of Queen Creek. Please find enclosed herewith the scope of work and fee proposal based on our understanding from scoping discussions and correspondence.

The scope of this project includes field survey, base mapping, civil engineering design services, utility coordination, MCESD permitting, and project management services. The elements and tasks of this project are described in detail within the attached Scope of Work. Dibble will complete the services described herein for a fixed, lump sum fee as summarized below:

Base Fee for Design	\$ 117,118.00
Direct Expenses	\$ 300.00
Allowances	\$ 9,350.00
Total Contract Amount	\$ 126,768.00

Dibble is prepared to start work immediately on this project upon receipt of a Notice to Proceed. We are excited and appreciate this opportunity to serve J2 and the Town on this project. Please contact us at your convenience with any questions regarding the enclosed documents.

Regards,



Ian B. Mowry, PE
Project Manager

Dibble



C.W. Moyers, PE
Vice President/Transportation Business Unit Leader

Dibble

Enclosures



PROJECT SCOPE OF WORK
Town of Queen Creek
Parks & Recreation Department

Mansel Carter Oasis Park Phase 2

Town of Queen Creek Project No.: TBD

January 5, 2022

PROJECT DESCRIPTION:

Starting in 2017, Dibble supported J2 Engineering and Environmental Design (J2) with civil engineering and project management services for the first phase of West Park, now named Mansel Carter Oasis Park. Completed in 2019, the 48-acre park includes multi-purpose fields and courts, playgrounds, a 5-acre fishing lake, skate plaza, splash pad, restrooms, internal roadways, utilities, parking areas, and other amenities. At the time of design, the Town of Queen Creek (Town) elected to postpone development of an adjacent 14-acre lot to a future date.

With this project, as part of Phase 2 of the park development, the Town will develop this lot to complete the vision of this regional park for Town residents. The additional amenities and infrastructure include tennis and volleyball courts, fitness courses, restrooms, plaza, multi-use path extension, and parking area. An existing volleyball court within the existing park will be removed to allow for a new expansion of the skate park.

The project will be separated into a conceptual design phase and a final design phase. The conceptual design phase will be led by J2. This scope of work entails supporting J2 with the final design phase of this project which includes preparing an updated survey, civil engineering design services, utility coordination, and project management services to support J2 in the development of the final construction document package. The Town anticipates opening the park expansion to the public in Fall 2023. The delivery method for the project will utilize a construction manager at risk (CMAR) contractor.

DESIGN STANDARDS:

The project improvements will be designed in accordance with the following standards, in order of precedence:

- Town of Queen Creek, *Design Standards and Procedures Manual*, Updated January 2016
- Town of Queen Creek, *Standard Details*, Current Edition
- Maricopa County, *Drainage Design Manual for Maricopa County, Volume I Hydrology*, 2018
- Maricopa County, *Drainage Design Manual for Maricopa County, Volume II Hydraulics*, 2018
- Maricopa Association of Governments (MAG), *Uniform Standard Specifications and Details for Public Works Construction, 2021 Revision to the 2020 Edition*, January 2021
- Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 Edition with Revisions 1 and 2*, May 2012
- Arizona Department of Transportation (ADOT), *Arizona Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 Edition*, January 2012
- Arizona Administrative Code, Title 18
- Arizona Department of Environmental Quality, *Engineering Bulletin 10: Guidelines for the Construction of Water Systems*, May 1978

BILLING AND COMPENSATION:

This project will be paid on a lump sum basis. Dibble will provide monthly invoices to J2 showing a summary of the previous billings, current fee due, and the total amount of the invoice.

SCOPE OF SERVICES:

TASK 1: DATA RESEARCH AND COLLECTION

Dibble will collect and review available information pertinent to the design of this project. The following information will be provided by the Town:

- Record Drawings of Existing Roadways and Utilities
- Engineering Studies, Masterplans, and Reports completed in the Project Vicinity
- Current Town Construction Project Data
- Current Zoning Case, Preliminary Plats or On-going Development Construction Plan Documents
- Plans and Other Data for Proposed Projects in the Project Vicinity
- Right-of-Way Maps and Plats within the Project Vicinity

One (1) site visit will be performed by Dibble, accompanied by J2 and Town representatives if desired. The site visit will occur to confirm the design approach and verify field conditions.

TASK 2: FIELD SURVEY AND BASE MAPPING

Dibble will prepare topographic, land right, and existing utility base mapping as described in **Tasks 2.1** through **Task 2.4**. The base mapping will be used in the conceptual design phase of this scope, as well as the future final design phase under a separate contract modification.

TASK 2.1: CONTROL AND FIELD SURVEY

Dibble will perform control survey and topographic survey based on the Town's Horizontal and Vertical Datums. Coordinates (northing and easting) will be based upon the Arizona State Plane, Central Zone Coordinate System, and monuments will be located within the mapping limits.

Global Positioning Systems (GPS), conventional and differential leveling methods will be utilized to establish required project control. No new permanent control will be established with this project. The survey will include horizontal and vertical locations of existing pavements, flatwork, site features, facilities, and utilities features, along with top of nut and manhole invert elevations impacted by this project. Cross sectional survey data of the existing roadway and adjacent lot will be collected at 50-foot intervals. Topographic features will be located with an accuracy of 0.05' (+/-), with a confidence rating of 95%.

TASK 2.2: TOPOGRAPHIC BASE MAPPING

A 2D base map will be created of visible existing features and utilities based on field observations and available record data in AutoCAD 2019 format. Dibble will create a 3D base map of the topographic features with a surface of 1-foot contour intervals.

TASK 2.3: RIGHT-OF-WAY BASE MAPPING

Dibble will create a base map to include existing section lines, centerlines, right-of-way, and parcel lines within the project limits. Linework will be based on recorded plats, surveys and deeds obtained from the Maricopa County Assessor's Office website.

TASK 2.4: UTILITY BASE MAPPING

Dibble will contact Arizona 811 (formerly Arizona Blue Stake) to compile a list of utility providers within the project limits. Requests for mapping will be sent to each of these providers to obtain quarter section maps and record drawings. The data from maps and record drawings along with existing utility features collected in the field will be used to create 2D utility base mapping.

TASK 3: SITE DESIGN

Dibble will provide civil engineering design services for the park expansion including identifying elements for removal, mass and fine grading, site layout, and drainage design. This effort includes the design of parking areas and multimodal facilities including pavement, sidewalk, site fixtures, curb, fencing, striping, and signing layouts along with the approach to grading and drainage.

The layout for the park amenities, parking area, and maintenance yard will be initially developed by J2 during the conceptual design phase. These initial concepts will be refined, optimized, and finalized for construction starting with the 60% design submittal. The layout and grading for the proposed improvements will be coordinated with J2 to ensure consistency with the approach to the park, landscape architecture design, and ADA compliance.

TASK 4: DRAINAGE ANALYSIS, DESIGN, AND MEMORANDUM

As part of the improvements described in **Task 3**, Dibble will prepare Rational Method calculations for determining peak flows and volumes generated by the 100-year, two (2)-hour storm event. The volumes will be utilized to size, design, and perform stage-storage calculations for the proposed retention basins.

The drainage design will be documented in the form of a drainage memorandum. The drainage design and memorandum will be based on and reference the approach, criteria, and methodologies established in the *West Park Final Drainage Report*, dated October 2017. The memorandum will include a narrative describing the project background, summary, and recommendations with exhibits and calculations included as attachments. A draft memorandum will be provided with the 60% submittal. Comments from the Town will be considered and addressed in the final memorandum, included with the 90% submittal.

TASK 5: UTILITY SERVICE ANALYSIS AND MEMORANDUM

Dibble will provide recommendations for the proposed water and sewer services needed to support the proposed park amenities. Recommendations include location, alignment, and sizes of water and sewer services. The projected water demands for the site will be added to the water model prepared with the original Mansel Park project. The utility service requirements for design of the project will be documented in a technical memorandum. The memorandum will include a narrative describing the project background, approach, assumptions, criteria, methodologies, and results. Calculations will be included as attachments to the memorandum. The memorandum will be marked preliminary, and one (1) submittal will be included with the 60% design submittal. The memorandum will be updated to address comments received by the Town and included with the 90% submittal. The updated memorandum will be signed and sealed by an engineer registered in the State of Arizona and used as the design report to be included with MCESD Approval to Construct permitting.

TASK 6: UTILITY DESIGN

Dibble will provide civil engineering design services for the water and sewer connections serving the proposed drinking fountains, concessions, and restroom facilities. The design of the services will be based on the memorandum developed with **Task 5** and the layout will be based on coordination with J2 for the siting of the proposed facilities.

TASK 7: UTILITY COORDINATION

Dibble will submit design plans to each utility reporting facilities in the project for no-conflict (clearance) review at the 60%, 90%, and sealed stage submittals in conformance with the *2011 Public Improvement Project Guide* published by the Arizona Utility Coordinating Committee of the American Public Works Association, Arizona Chapter. Dibble will provide the Town with copies of the utility clearance review responses.

At the 60% stage, Dibble will identify underground utilities to be potholed based on potential conflicts with the proposed improvements. A locating company, to be determined during the design phase, will excavate designated utilities to determine their horizontal location and depth. Results of pothole activities will be sealed by a Land Surveyor registered with the State of Arizona. Potholing activities are included with **Allowance A1** in this proposal. For the purposes of preparing the proposal, Dibble has assumed a maximum of five potholes. J2 will be billed for the actual number of potholes completed.

TASK 8: CONSTRUCTION DOCUMENTS

Dibble will prepare construction plans and opinions of probable construction costs for this project in accordance with Town standards. Drawings will be prepared in AutoCAD 2019 format. Electronic copies of the construction documents will be submitted to J2, in electronic format, at the completion of design. All plan sheets will be developed with a scale of one (1) inch equals 20-feet.

An Estimated Plan Sheet Index is included in **Table 1**.

Table 1 – Estimated Plan Sheet Index

DESCRIPTION	NO SHEETS
Abbreviations & Legend Sheet	1
General Notes Sheet	1
Survey Control Sheet	1
Key Map Sheet	1
Detail Sheets	2
Demo Plan Sheets	7
Site Plan Sheets	6
Grading & Drainage Plan Sheets	6
Utility Plan Sheets	6
Cross Section Sheets	2
TOTAL	33

The following progress submittals will be made:

TASK 8.1: 60% DESIGN SUBMITTAL

The 60% Design submittal will include construction drawings, outline of anticipated specifications, opinion of probable construction cost, and draft technical memoranda. These documents will incorporate design elements developed in the conceptual design submittal along with Town comments.

Specific deliverables include:

- 60% Construction Documents (PDF)
- Outline of Anticipated Special Provisions and Technical Specifications (PDF)
- Opinion of Probable Construction Cost (PDF)
- Draft Drainage Memorandum (PDF)
- Draft Utility Memorandum (PDF)

TASK 8.2: 90% DESIGN SUBMITTAL

The 90% design will include construction drawings, draft specifications, opinion of probable construction cost, and final technical memoranda. These documents will incorporate design elements developed in the 60% Design Submittal along with Town comments.

Specific deliverables include:

- 90% Construction Documents (PDF)
- Draft Special Provisions and Technical Specifications (PDF)
- Opinion of Probable Construction Cost (PDF)
- Final Drainage Memorandum (PDF)
- Final Utility Memorandum (PDF)

The 90% water and sewer plans will be signed and sealed for submittal to Maricopa County Environmental Services Department (MCESD) for the Approval to Construct (ATC).

TASK 8.3: PS&E DESIGN SUBMITTAL

The final construction documents will be prepared that incorporate comments provided by the Town on the 90% submittal.

Specific deliverables include:

- Construction Documents, Sealed (PDF)
- Special Provisions and Technical Specifications, Sealed (PDF)
- Opinion of Probable Construction Cost (PDF)

The project deliverables will be submitted to J2's Project Manager for transmittal to the Town.

Comments emerging from Town reviews will be addressed with each subsequent submittal. A written summary of comments and how each were addressed will be included with the next submittal transmittal.

Drawings will be prepared in AutoCAD 2019 format. Electronic copies of the construction documents will be submitted to J2, in electronic format, at the completion of design.

TASK 9: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

A preliminary Engineer's Opinion of Probable Construction Cost will be prepared for the civil elements of the conceptual design submittal. The EOPCC will utilize unit costs for bid items based on current and historic bid prices for comparable work tasks.

TASK 10: SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

Technical Specifications and Special Provisions will be prepared for the bidding and construction of the proposed improvements. Technical Specifications will be prepared for items not adequately addressed by MAG's *Uniform Standard Specifications and Details for Public Works Construction*.

TASK 11: PROJECT MANAGEMENT AND COORDINATION

Dibble's Project Manager will be knowledgeable of the project and have responsible charge of the progress of the project. The Project Manager will be the point of contact for J2, and the Town, and will keep both informed of all coordination with outside agencies and other affected parties. The Project Manager will be responsible for administrative issues, technical direction of the work, scheduling, and budgetary oversight for Dibble's portion of the project as well as coordination and reporting with J2 and the Town.

TASK 11.1: PROJECT COORDINATION

Project coordination will include regular telephone conversations and electronic and written correspondence with the design team and Town. Coordination with the stakeholders and the internal design team is also covered under this task. Accounting and invoicing for this project are included under this task. It is assumed that an average of three hours per month for the eight-month duration will be required for project management and coordination efforts.

TASK 11.2: PROJECT MEETINGS

In addition to project coordination activities described in **Task 11.1** and miscellaneous coordination meetings with the design team and various stakeholders, Dibble's Project Manager and Project Engineer will attend the following meetings:

- Kick-off Meeting (1 In Person)
- 60% Comment Resolution and Progress Meeting (1 In Person)
- 90% Comment Resolution and Progress Meeting (1 In Person)
- Progress Meetings (2 In Person, 4 Virtual)

TASK 11.3: QUALITY CONTROL

Dibble's Project Manager will be responsible for ensuring that Dibble's internal Quality Control Program is followed for this project, including review and oversight as the Quality Control Reviewer. In addition, senior engineering staff, not part of the regular design effort, will independently review the conceptual design for conformance to design standards, constructability, and quality prior to submittal to J2.

ALLOWANCES:

The following contract allowances are proposed as part of this contract to cover the costs associated with work that may be required during the design phase of the project. Allowances will only be utilized upon written authorization from J2's Project Manager. All allowances will be tracked and identified separately on invoices.

TASK A1: SUBSURFACE UTILITY EXPLORATION (POTHOLE, 5 ESTIMATED)

Dibble shall utilize a qualified subconsultant to perform subsurface utility exploration (SUE) services. A utility pothole list will be developed by Dibble and approved by J2 prior to authorization of exploration activities. The SUE subconsultant shall be responsible for survey layout, pothole excavation, backfilling with native material, patching with cold patch, traffic control, and permitting. SUE is included as an allowance to this contract and will be paid at the unit rate for all potholes excavated, including dry holes. It is estimated that five potholes might be required for this project.

TASK A2: MCESD PERMITTING AND REVIEW FEES

The water and sanitary sewer improvements must be permitted through Maricopa County Environmental Services Department (MCESD). An Approval to Construct (ATC) is required prior to construction of the new water and sanitary sewer improvements. As part of the previous tasks, Dibble will prepare and submit the two required permit packages, including sealed construction plans, permit applications, permit fees (expedited) and design report, to MCESD and respond to any review comments necessary to obtain the ATCs and MCESD approval signature on the cover sheet of the plans. Expedited application fees will be paid by Dibble and reimbursed by J2 as a contract allowance. The Town will provide all authorized signatures on the MCESD ATC applications and sewer capacity assurance forms.

TASK A3: HYDRANT FLOW TESTING

Dibble through a subconsultant will perform hydrant testing on two existing fire hydrants near phase 2 of the project. The hydrant flow testing will be used to verify the existing water system performance for use in the Task 5 memorandum. Flow tests will indicate static and residual pressure readings as well as hydrant flow in gallons-per-minute (gpm).

CLARIFICATIONS/EXCLUSIONS:

The work listed below is specifically excluded from this scope of work, but can be added to the contract for an additional fee to be negotiated should the Town elect to do so:

- Environmental Services
- Off-Site Hydrology
- Legal Descriptions and Exhibits
- Roadway Design
- Skate Park Design
- Geotechnical Investigation and Pavement Design
- Photometric Analysis and Report
- Street Lighting Design
- Storm Water Pollution and Prevention Plans and Best Management Practices
- Traffic Analysis or Warrant Studies
- Traffic Design
- Traffic Counts
- Measurement and Payment Specifications
- Bid Schedule
- Public Involvement
- Permit Fees
- Right-of-Way and/or Easement Staking
- Post Design Phase Services
- Construction Staking
- Construction Management, Inspection, and Observation
- As-built Survey and Redline Drawings
- Record Drawings

END SCOPE OF WORK

TOWN OF QUEEN CREEK
Parks & Recreation Department
MANSEL CARTER OASIS PARK PHASE 2
Town of Queen Creek Project No. TBD
CONSULTANT FEE PROPOSAL SUMMARY

LABOR BREAKDOWN:

Classification	Hours	Billing Rate	Cost
Project Manager	98	\$ 198.00	\$ 19,404.00
Senior Engineer	28	\$ 189.00	\$ 5,292.00
Project Engineer	194	\$ 169.00	\$ 32,786.00
Assistant Project Engineer	208	\$ 137.00	\$ 28,496.00
Senior Technician	156	\$ 141.00	\$ 21,996.00
Land Survey Manager (RLS)	2	\$ 183.00	\$ 366.00
Land Surveyor (RLS)	8	\$ 159.00	\$ 1,272.00
Survey Technician	18	\$ 101.00	\$ 1,818.00
Survey Crew	24	\$ 195.00	\$ 4,680.00
Admin	12	\$ 84.00	\$ 1,008.00
Total Hours	748		\$ 117,118.00

DIRECT EXPENSES BREAKDOWN:

Mileage	\$ 300.00
Reproduction	\$ -

SUBTOTAL, DIRECT EXPENSES:

\$ 300.00

SUBCONSULTANTS:

None	\$ -
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SUBTOTAL, SUBCONSULTANTS:

\$ -

TOTAL LUMP SUM FEE (BASE CONTRACT):

\$ 117,418.00

ALLOWANCES:


A1. Subsurface Utility Exploration (5 at \$1,300/Pothole)	\$ 6,500.00
A2. MCESD Permitting and Review Fees	\$ 2,500.00
A3. Hydrant Flow Testing	\$ 350.00

SUBTOTAL, ALLOWANCES:

\$ 9,350.00

TOTAL PROPOSED LUMP SUM FEE:

\$ 126,768.00



 Signature

 Vice President
 Title

1/5/2022

 Date

TOWN OF QUEEN CREEK
Parks & Recreation Department
MANSEL CARTER OASIS PARK PHASE 2
Town of Queen Creek Project No. TBD

DIBBLE STAFF - HOUR MATRIX

Task	Design Phase Services		\$198.00	\$189.00	\$169.00	\$137.00	\$141.00	\$183.00	\$159.00	\$101.00	\$195.00	\$84.00	Total Staff Hours	Total Fee
			Project Manager	Senior Engineer	Project Engineer	Assistant Project Engineer	Senior Technician	Land Survey Manager (RLS)	Land Surveyor (RLS)	Survey Technician	Survey Crew	Admin		
1	Data Research & Collection		2		4	8						2	16	\$ 2,336.00
2	Field Survey & Base Mapping													
	2.1	Control & Field Survey									24		24	\$ 4,680.00
	2.2	Topographic Base Mapping						2	6	16			24	\$ 2,936.00
	2.3	Right-of-Way Base Mapping							2	2			4	\$ 520.00
	2.4	Utility Base Mapping			4	6							10	\$ 1,498.00
3	Site Design		2		32	48	4						86	\$ 12,944.00
4	Drainage Analysis, Design, and Memorandum		2		16	30	4						52	\$ 7,774.00
5	Utility Service Analysis and Memorandum		6	2	16	24						6	54	\$ 8,062.00
6	Utility Design		4		16	36							56	\$ 8,428.00
7	Utility Coordination		2		12							4	18	\$ 2,760.00
8	Construction Documents													
	8.1	60% Design Submittal	6	1	20	12	60						99	\$ 14,861.00
	8.2	90% Design Submittal	8	1	14	18	52						93	\$ 13,937.00
	8.3	PS&E Design Submittal	6		10	12	36						64	\$ 9,598.00
9	Engineer's Opinion of Probable Construction Cost		4		8	14							26	\$ 4,062.00
10	Special Provisions and Technical Specifications		2		12								14	\$ 2,424.00
11	Project Management & Coordination													
	11.1	Project Coordination (4 Hours/Month for 8 Months)	32		8								40	\$ 7,688.00
	11.2	Project Meetings (5 In Person, 4 Virtual)	22		22								44	\$ 8,074.00
	11.3	Quality Control		24									24	\$ 4,536.00
TOTAL STAFF HOURS			98	28	194	208	156	2	8	18	24	12	748	
TOTAL FEE			\$ 19,404.00	\$ 5,292.00	\$ 32,786.00	\$ 28,496.00	\$ 21,996.00	\$ 366.00	\$ 1,272.00	\$ 1,818.00	\$ 4,680.00	\$ 1,008.00		\$ 117,118.00

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sales@americanrampcompany.com



DECEMBER 22, 2021

J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC
ATTN: JEFF VELASQUEZ
4649 E. COTTON GIN LOOP, SUITE B2
PHOENIX, AZ 85040

AMERICAN RAMP COMPANY

PROFESSIONAL DESIGN SERVICES FOR MANSEL CARTER OASIS PARK - PUMP TRACK

FULL SCOPE OF WORK: \$30,500.00 (Includes 2 in person meetings)

Dear Jeff Velasquez,

American Ramp Company's project team is prepared to perform all the necessary work to complete this project with a high level of design and coordination diligence. Our project team's approach will be centered on providing the highest level of service to you while exceeding all the project goals and expectations. This proposal, should it be accepted by you, shall be considered the outlined scope of work for this project, which consists of a bike park and a pump track meeting the needs of the City process, community input and professional design services.

The proposed design process is to be performed by American Ramp Company (ARC) for J2 Engineering & Environmental Design, LLC (CLIENT) includes the following:

TASK 1.0 – PROGRAMMING & CONCEPTUAL DESIGN

Objectives:

- Define scope of work, schedule, program and overall items of coordination.
- Establish the project working relationship with all members of the project design team.
- Review any applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Conduct site visit.
- Prepare conceptual and schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To develop an estimate of probable construction cost and budget.

1.1 Project Kick-off Meeting #1 (ARC/CLIENT)

- Meet with City/Client staff and team consultants to verify work program, schedules and channels of communication.
- Review project scope, schedule and budget with design team.
- Project overview and distribution of design team responsibilities.

1.2 Data Collection (ARC/CLIENT)

- Data will be collected as it relates to the existing site and proposed development to ensure an understanding of the site and park program. Existing information pertinent to the project scope of work will be gathered and distributed to all design team members during this phase of the work by the Client.

1.3 Pump Track Conceptual Designs and Skill Level Diagrams (ARC)

- Develop conceptual design illustrating the layout and relationships of the pump track to the overall master plan amenities.

Task 1.0 Deliverables

- 1.1 Memorandum of project understanding and scope – submitted to Client & City for review and approval.
- 1.2 ARC shall develop a conceptual pump track designs based upon Project Meeting #1 feedback.

TASK 2.0 SCHEMATIC DESIGN PHASE

2.1 Pump Track Final Conceptual Layout Plan (ARC)

- Based upon specific design criteria gathered from the Client/City input, ARC will prepare a final conceptual design plan that will depict site facilities and relationships. Specific concept to be reviewed under this contract shall be limited to the following items:
 - Develop a final conceptual pump track design identifying horizontal layout of the park based on the conceptual bubble diagram layout and client approval.
 - Pedestrian access and circulation system.
 - Relationship between existing or proposed recreation areas.

2.3 Preliminary Pump Track Cost Estimate (ARC)

- Determine preliminary cost for pump track.
- Cost estimate shall be based upon general square footage prices, based on current market conditions.

Task 2.0 Deliverables

- 2.1 Conceptual site plans and improvement sketches to be used as a basis for the future construction documents.
- 2.2 Final pump track schematic master plan.
- 2.3 Preliminary costs for pump track based on current market conditions.

TASK 3.0-DESIGN DEVELOPMENT PHASE (60% Client Review Submittal)

Objectives:

- To refine the schematic design providing detailed direction as to the materials, location and dimensioning of the design elements.
- To refine an estimate of probable construction cost and budget.
- Upon review by the Client/ City of the schematic design plans, ARC shall prepare the design development drawings setting forth, in technical detail, the requirements for construction of the design. Evolutionary adjustments to the design development

documents will be incorporated into the work prior to the start of construction documents.

3.1 Project Meeting #3 – DD Coordination (ARC/CLIENT)

- ARC will make available to the Client a copy of the final plan prior to project meeting.
- Evaluate pump track plan for security, access and code compliance.
- Review plan for innovation, value engineering, and review design schedule.

3.2 Materials Research (ARC)

- Identify proposed materials and furnishings to be used within the pump track project.
- Identify all products by manufacturer and approximate cost.

3.3 Site Plan (ARC)

- Convey major site features relevant to the pump track's placement on site. Site survey will be provided by CLIENT.

3.5 Axon Plan (ARC)

- ARC shall prepare a 3D rendering of the pump track for the Client & City.

3.6 Construction Details (ARC/PROJECT DESIGN TEAM)

- Provide sufficient construction detailing for the construction of all elements within this project that falls under this scope of work within the project limit of work lines.

3.7 Specifications (ARC/PROJECT DESIGN TEAM)

- Provide 60% specifications for all elements within this project that falls under this scope of work within the project limit work lines.

3.8 Preliminary Statement of Probable Construction Costs – 60% (ARC)

- Prepare cost estimate for pump track within project's limit of work.

3.9 60% Client Review Submittal (CITY/CLIENT/ARC)

- Submit 60% plan set, specs, and construction estimate for review by Client & City.
- It shall be the responsibility of the Client & City to review all material and respond to ARC with any comments or questions in a timely manner.

3.10 Project Meeting #4 – DD Review (ARC/CLIENT/CITY)

- Client & City review of 60% submittal.

Task 3.0 Deliverables

- 3.1 Preferred Master Plan rendered on 24" x 36" sheet at an appropriate scale and revised sketches of any amenity revisions.
- 3.2 Cut-sheets and/or product samples for submittal to client for review and approval.
- 3.3 Individual coordination items in sketch format for submittal to Project Design Team as necessary to complete the 60% plan set.
- 3.4+ (1) 24"x36" 60% plan set – Electronic Version (.pdf and/or .dwg)
(1) Set 60% Specifications – Electronic Version (.pdf and/or .doc)
(1) Cost Estimate – Electronic Version (.pdf and/or .xlsx)

TASK 4.0-FINAL CONSTRUCTION DOCUMENTS (100%)

Objectives:

- Upon review by the Client of the design development documents, ARC shall finalize the construction contract documents setting forth, in technical detail, the requirements for construction of the design.
- The construction documents shall include all items necessary for specialty construction portion of the entire park.
- ARC will submit 100% plans to the appropriate agencies for review, revisions, and approval.
- Make required revisions as requested by the Client & City to present to the Client 100% final, professional plans for bidding.

4.1 Project Meeting #5 – CD Overview (ARC/CLIENT)

- Review approved design development drawings and master schedule.

4.2 Statement of Probable Construction Cost – 100% (ARC/PROJECT DESIGN TEAM)

- If necessary, ARC will identify acceptable alternatives to align the probable construction cost with the available construction budget. The cost estimate will be submitted with the 60% plan set to allow for any necessary design adjustments prior to 100% plan submittal and acceptance.
- A final cost estimate based on a current market value that falls within budget will be submitted with the 100% final construction documents.

4.3 100% Specifications (ARC/PROJECT DESIGN TEAM)

- Refine and revise as necessary technical specifications for pump track construction.

4.4 100% CD Stamping and Submittal (ARC/PROJECT DESIGN TEAM)

- Plans reviewed and stamped by engineer licensed in the state of Arizona.
- ARC will finalize plans to facilitate construction of this pump track project. These final construction documents at a minimum shall include:
 - Site Plan
 - Axon Plan
 - Materials Reference Plan
 - Layout Plan
 - Sections/Profiles Plan
 - Construction Details
 - Quantities

Task 4.0 Deliverables

- 4.1 Full stamped specialty bid-ready improvement plans.
- 4.2 Revised statement of probable costs.
- 4.3 Revised specifications.
- 4.4 Final submittal from ARC to the Client's Project Managers shall include the following:
 - Original construction drawings.
 - Original technical specifications and table of contents in either PDF or Word format Client to provide ARC with final submittal requirements.
 - Should the City/Client request digital files of the work done for archiving purposes ARC will provide PDF files per City requirements. Electronic files are

for City/Client reference only. Construction shall be based on hard copy plans only.

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- The Client will provide all existing digital files to ARC that accurately portrays the boundaries of the selected site, existing grading, utilities, drainage, and site amenities (AutoCAD 2010 format).
- The Client shall be provided with Adobe PDF files of technical specifications for all items covered under ARC's scope of work.
- Additional meetings, if required and approved, will be billed at our standard hourly rates (hourly rate sheet attached as Attachment "B").
- Additional plan sets, if required and approved, will be billed at our standard in-house, or out-of-house, duplication rates.

- Data collected and methods used shall at a minimum be as follows:
 - Plan Processing Requirements – The Client shall outline to ARC and the design team the process required for the ultimate approval of all reports, plans, specifications, and cost estimates. The Client shall provide ARC with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist ARC and the design team in the submittal and approval process during the entire duration of the project.
 - Budgeting – The Client shall inform ARC of the proposed construction budget of this project.
 - Gather existing reports/studies/record drawings – The Client shall provide ARC with all available information for water, sewer, electrical, and irrigation prior to the site visit. The Client shall provide ARC and design team any available "as-built" plans/notes, all existing digital files for existing conditions (grades, facilities, past improvements), as well as a current site survey.
 - Coordination of Utilities – The Client shall provide ARC with addresses, phone numbers, and contacts for all utility companies servicing the site. This information shall be utilized to verify existing services and determine requirements to adequately serve the park development. The utility companies shall also be expected to provide underground utility locations critical to the project as well as describing any existing or future utility easements. Specific processing requirements shall be provided to ARC for each utility company involved in the project site.
 - Survey and Mapping – The Client shall provide ARC with a current survey locating all above and belowground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.
 - Topographic Mapping – The Client shall provide ARC with a current overall base map displaying the site's relief through contour and spot elevations. Should a current overall base map not exist, ARC can, upon the Client's request, interview potential sub-

consultants, negotiate a contract with the sub-consultant and coordinate the preparation of the site topo. The topo shall be presented with a maximum 1-foot contour interval. All existing hardscape and structure foundations shall be delineated with spot elevations. The topo shall be in digital format that can easily be used with AutoCAD software.

PROJECT CONDITIONS

- Client Approvals. A written or verbal request by the Client to commence each phase constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.
- Offsite Improvements: Responsibilities for the preparation and coordination of construction documents and exhibits for all off-site improvements not specifically outlined in this scope of work are not included in this fee proposal.

CONTRACT PROVISIONS

1. The compensation due to American Ramp Company for the work to be performed hereunder shall be set forth in Fees and Expenses 1, above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above-described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due to American Ramp Company hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for American Ramp Company to proceed with the work.
2. Any cost estimates provided by American Ramp Company will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures American Ramp Company cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
3. Services in addition to those specified in scope will be provided by American Ramp Company if authorized in writing by Client. Additional services will be paid for by the Client as indicated in the letter proposal, task authorization, or such other document as deemed appropriate by Client and American Ramp Company, and which is referenced under compensation.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, American Ramp Company should be listed as the Bike Park Architect. In addition, this contract represents non-exclusive approval by the Client for publication of the project by American Ramp Company.
5. The Client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the

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Fax 417-206-6888
sales@americanrampcompany.com



project. The drawings and specifications shall not be used by the Client on another project, or for completion of this project by others, provided American Ramp Company is not in default under this agreement, except by agreement in writing with appropriate compensation.

6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates American Ramp Company to safe keep or provide documents to Client, American Ramp Company shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by American Ramp Company unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of American Ramp Company.
7. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to American Ramp Company to suspend activity on the project, American Ramp Company shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and American Ramp Company shall be re-negotiated prior to resumption of work by American Ramp Company. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty (60) day period or written instruction by Client to suspend substantially all project activities.
8. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
9. Any additionally required insurance coverage for this project will be billed directly to the client as a reimbursable expense.
10. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

AGREEMENT TO PROCEED IN FULL:

CLIENT SIGNATURE

CLIENT NAME (PRINTED)

DATE:

December 13, 2021

Mr. Jeff Velasquez

Vice President, Principal Landscape Architect
J2 Engineering & Environmental Design
4649 Cotton Gin Loop
Suite B2
Phoenix, AZ 85040

Re: **Proposal for Architectural and Engineering Services**
Mansel Carter Oasis Park, Phase 2 restroom/storage building and small ramada

Dear Jeff,

This letter shall serve as Architekton's services and fee proposal for architectural and partial engineering services for the Mansel Carter Oasis Park, Phase 2 site adaption and revised restroom/storage building and a small ramada based on original designed restroom/concession building and small ramadas designed for Phase 1.

We will include on our team the services of Henderson Engineers to perform Mechanical & Plumbing Engineering services and BDA Design to perform structural engineering services.

Scope of Services

Basic Architecture and Engineering Services

The architecture design team will provide the architectural design services, mechanical, plumbing and structural engineering services for the above referenced buildings.

Restroom building will be replica of the restroom-concession building designed for Phase 1 with concession replaced with storage. No a/c required

Wright engineering will be the electrical engineer contracted by J2.

The ramada(s) will be replica of small ramada designed for Phase1

Minor door and overhead issues found during phase 1 will be resolved in this scope. A site walk will occur for project kick-off.

Construction administration is not included in this scope/proposal.

COMPENSATION REQUESTED

The basic services fees below include the fees for Architekton (Architecture), Henderson Engineers (M&P Engineering) and BDA Design (Structural Engineering)

Architectural and Engineering Fees:

Architecture	\$10,500
Mechanical and Plumbing Engineering	\$6,000
Structural Engineering	\$3,200
Totals Basic Services Fee	\$19,700
Reimbursable expenses for mileage, printing, postage and deliveries:	\$ 2,500
Total Fees	\$22,200

If you have any questions about this proposal please feel free to contact me at my office.

Sincerely,

A handwritten signature in black ink that reads "John F. Kane." The signature is stylized with a large, sweeping initial "J" and a horizontal line through the middle of the name.

John F. Kane, FAIA, LEED AP
Principal, Architekton

November 24, 2021

J2 Engineering and Environmental Design
4649 E. Cotton Gin Loop
Suite B2
Phoenix, AZ 85040

Re: **Mansel Carter Phase 2 - Lighting and Electrical Design**

Attn: Jeff Velasquez

Dear Jeff,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet Town of Queen Creek requirements:

Electrical and Lighting Design Scope of Services:

1. Coordinate design with the Town of Queen Creek, SRP or ED-6 Power, civil engineer, landscape architect and contractor as required.
2. Attend up to (4) four design meetings with the design team.
3. Prepare 24" X 36" electrical and lighting construction drawings in multiple GMP's as required showing the following electrical equipment:
 - a. New Electrical Service Section for site power & lighting distribution
 - b. Parking and drive area lighting
 - c. Volleyball court lighting with sand wetting controls (~6 courts)
 - d. Tennis court lighting (~6 courts)
 - e. Sidewalk/pathway lighting
 - f. Fitness station area lighting
 - g. Plaza area lighting near courts
 - h. Food truck electrical outlet hook-ups
 - i. Open turf area perimeter lighting
 - j. Site communications systems conduit routing and power sources
 - k. Irrigation controller power
 - l. Ramada and shade structure power and lighting
 - m. Chilled drinking fountains
 - n. Site power feed to ballfield concession, restroom and storage building. Power and lighting design for this building.
4. Prepare load calculations and single line diagrams.
5. Prepare panel schedules and other electrical installation details as required.

6. Prepare necessary elevation view details of the equipment listed above to help determine layout and size.
7. All lighting control will be designed per client's requirements. All necessary equipment will be shown on the plans.
8. Prepare photometric printouts of lighting levels showing compliance to city design standards.
9. Area lighting and parking lot lighting pole footing structural calculations are included in this scope.
10. The contractor will provide sports lighting pole and foundation structural calculations if a "Musco" style sports lighting system is used for the court lights, as supplied by the sports lighting manufacturer.
11. Coordinate with cellular companies as necessary regarding light pole tower use.
12. Prepare system fault current and voltage drop calculations for proper sizing of all over-current equipment, wire and conduit.
13. Prepare a conduit and wire table showing all power conduits and wire for equipment.
14. Perform in-house QAQC review and modifications.
15. The above plans will be provided to J2 Design for submittal review and comment from the Town of Queen Creek at Schematic, 60%, 90% and Final Stages. Submittals will be made via email in digital PDF format.
16. Coordinate with J2 Design regarding review comments from design team and municipality.
17. Review comments, whether internal or municipality, will be responded to and addressed.

Construction Phase Engineering and Record Drawing Scope of Services:

1. Attend construction meetings.
2. Review all electrical equipment submittal packages for conformance to contract documents and provide written itemized submittal review and response letter.
3. Review all RFI's and provide written itemized review and response letter.
4. Visit the site for up to (4) four inspections of the electrical installation and prepare an inspection report.
5. Prepare Record Drawings of the electrical installation based on inspection information as well as contractor's marked up electrical plans.

Responsibilities of Others

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the landscape architect for submittal to the local government agencies for approval and permits.

3. Designation of electrical service location will be determined by the local utility company. If a new electrical service connection point is required, preliminary coordination will be performed by Wright Engineering. The owner is responsible for final coordination of the design and payment for all electrical utility power services during the design process.

Final Deliverables

1. Upon completion of the design, we will provide one set each of final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee

Site Electrical and Lighting Design Services:

\$34,015.00

Construction Services:

\$10,960.00

Additional Services

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

Principal	\$165/hour	Designer	\$95/hour
Senior Engineer	\$145/hour	Draftsman	\$85/hour
Engineer	\$115/hour	Secretary	\$45/hour

Printing Charges

Although not anticipated, any printing and delivery requested will be charged as follows:

Blacklines	\$ 2.00 each
Mylar Sepia	\$18.00 each
Delivery Cost	cost

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "R. Scott Wright". The signature is written in a cursive, flowing style with a large initial "R" and a stylized "Wright".

R. Scott Wright, P.E., LC
Wright Engineering Corporation



TOWN OF QUEEN CREEK ARIZONA

8.D

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER

FROM: JOE LAFORTUNE ,EMERGENCY MANAGEMENT COORDINATOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1439-22 ADOPTING THE MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2021 (THE "2021 PLAN") AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS AND STAFF TO TAKE ANY AND ALL ACTIONS NECESSARY TO IMPLEMENT, MONITOR, AND MAINTAIN THE 2021 PLAN.

DATE: February 2, 2022

Suggested Action:

To approve Resolution 1439-22 adopting the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan 2021 (the "2021 Plan") and authorizing the appropriate Town officials to take any and all actions necessary to implement, monitor, and maintain the 2021 Plan.

Relevant Council Goal(s):

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

Discussion:

The Maricopa County Multi-Jurisdictional Hazard Mitigation Plan 2021 identifies a number of natural hazards that could impact the community, assess the risk posed by those hazards, includes a public outreach effort consisting of two phases, and develops mitigation actions/projects to reduce the effects of future disasters on the Town.

In Maricopa County, there have been 980 recorded disaster events including 62 federal or state declarations. The cost to respond and recover from these disasters has cost billions of dollars to every level of government. In 2014-2015 the Town of Queen Creek participated in the Maricopa County Department of Emergency Management ("MCDEM") led effort to update the then-applicable Multi-Jurisdictional Hazard Mitigation Plan.

To remain compliant with congressional regulations, the Multi-Jurisdictional Hazard Mitigation Plan must be updated every five years. In 2020, MCDEM again took the lead to update the Multi-Jurisdictional Hazard Mitigation Plan. The consulting firm of JR Fuller/Hydrology & Geomorphology,

Inc. was hired by MCDEM to facilitate the planning process and prepare the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan 2021.

The purpose of the 2021 Plan is to comply with the congressionally adopted Disaster Mitigation Act of 2000 (the “DMA 2000”).

DMA 2000 focuses on the importance of pre-disaster infrastructure mitigation planning to reduce disaster losses, to control and streamline the administration of federal disaster relief, and to promote mitigation activities. Local governments must have a Federal Emergency Management Agency (“FEMA”) approved local mitigation plan in order to apply for and/or receive project grants under the following hazard mitigation assistance programs:

- Hazard Mitigation Grant Program (“HMGP”)
- Building Resilient Infrastructure and Communities Program (“BRIC”) [Formerly Pre-Disaster Mitigation (“PDM”)]
- Flood Mitigation Assistance (“FMA”)

The Multi-Jurisdictional Hazard Mitigation Plan 2021:

The 2021 Plan contains eight sections. The first three sections, “Jurisdictional Adoption and FEMA Approval,” “Introduction,” and “Planning Process,” are devoted to the DMA 2000 requirements, Hazard Mitigation Plan history and the planning process that MCDEM and the other 26 participating jurisdictions utilized to draft the 2021 Plan.

Section 4, “Community Descriptions” contains a description of the County and all of the participating jurisdictions.

Sections 5 and 6, “Risk Assessment” and “Mitigation Strategy,” are the core of the 2021 Plan. For purposes of preparing Section 5, “Risk Assessment,” each jurisdiction evaluated its risk of the following hazards:

- Dam Inundation
- Drought
- Extreme Heat

- Fissure
- Flood
- Levee Failure
- Severe Wind
- Subsidence
- Wildfire

Each community also provided a list of its infrastructure and facilities such as electrical power systems; government, emergency, and educational services; banking facilities; and business facilities. The consultant then used this information to complete a Vulnerability Analysis. This analysis provided an approximation of the potential losses to the Town from the identified hazards.

Section 6, “Mitigation Strategy,” focuses on the Town’s plan to reduce potential losses due to the identified hazards. This section includes a Capability Assessment of the Town. It focuses on the legal and regulatory abilities of the Town. The Town’s administrative and technical capacity and fiscal capabilities are also identified in this section.

Section 6 also identifies Town actions and/or projects and how they will be implemented to reduce the Town’s vulnerability to disasters. This includes a priority ranking, anticipated completion date, the primary agency responsible for implementation, and a funding source. Town staff identified the actions and projects for the 2021 Plan. The Town’s Capital Improvement Program and the CIPs from the Maricopa County Department of Transportation and Flood Control District were also utilized to produce the list of projects.

The 2021 Plan contains few construction projects, because many of these projects, such as wash improvements and bridge or culvert construction, were completed during the life of the 2009 and 2015 plans. The 2021 Plan does include the undergrounding of power lines to mitigate severe wind hazards and annual fuel thinning in the Queen Creek and Sonoqui Washes to reduce wildfire hazards.

The 2021 Plan also focuses on educating the citizens on the hazards that may impact the Town. Training citizen volunteers through the Community Emergency Response Team (CERT) program and the development of new plans (e.g. the Community Hazard Risk Assessment) and existing plan maintenance (e.g. the Integrated Emergency and Drought Response Plan). It also encourages the Town’s continued cooperation with the Flood Control District of Maricopa County to manage the Town’s floodplains.

The Town will work on these actions during the life of the 2021 Plan. The benefit of having these action items identified is that when FEMA provides grant funds for mitigation projects the Town may

be in a position to apply for these funds.

Section 7 of the 2021 Plan addresses maintenance procedure. FEMA wants the Plan to be used. MCDEM will initiate the annual review process by emailing a questionnaire to each jurisdiction represented in the 2021 Plan. Staff will be required to review the 2021 Plan and document any change in the risks and hazards faced by the Town, identify any goals or objectives that require adjustment, and update the status of each project or action. MCDEM will compile the annual reviews from each community and store them for use during the next five year update.

The final section of the 2021 Plan contains a guide to acronyms and definitions.

Fiscal Impact:

There is no fiscal impact related to the adoption of Resolution 1439-22. All construction projects and educational programs will process through the Town's regular annual budget process as necessary.

Alternatives:

The Town Council could choose not to approve Resolution 1439-22, which would mean that the Town would not be eligible to pursue any potential FEMA grant funding opportunities through Hazard Mitigation Assistance Grants.

Attachment(s):

1. [Jurisdictional Summary_Queen Creek_2021.pdf](#)
2. [Resolution 1439-22](#)



JURISDICTIONAL SUMMARY

FOR THE

TOWN OF QUEEN CREEK

MARICOPA COUNTY
MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN
2021



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

Across the United States, natural and human-caused disasters have led to increasing levels of death, injury, property damage, and interruption of business and government services. The toll on families and individuals can be immense and damaged businesses cannot contribute to the economy. The time, money and effort to respond to and recover from these emergencies or disasters divert public resources and attention from other important programs and problems. With 62 federal or state declarations and a total of 980 other recorded events, the 26 jurisdictions contained within Maricopa County, Arizona and participating in this planning effort recognize the consequences of disasters and the need to reduce the impacts of natural and human-caused hazards. The County and jurisdictions also know that with careful selection, mitigation actions in the form of projects and programs can become long-term, cost effective means for reducing the impact of natural and human-caused hazards.

The elected and appointed officials of Maricopa County and the 25 other participating jurisdictions demonstrated their commitment to hazard mitigation in 2015 by preparing the second update of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (2015 Plan). The 2015 Plan covered 28 participating jurisdictions and was approved by FEMA on December 22, 2015. In order to remain compliant with the congressional regulations, the county and jurisdictions must perform full plan update and obtain FEMA approval. It is noted that the Salt River Project and the Town of Paradise Valley are no longer participants in the updated Plan.

In response, the Maricopa County Department of Emergency Management (MCDEM) secured a federal planning grant and hired JE Fuller/ Hydrology & Geomorphology, Inc. to assist the County and participating jurisdictions with the update process. MCDEM reconvened a multi-jurisdictional planning team (MJPT) comprised of veteran and first-time representatives from each participating jurisdiction, and other various county, state, and federal departments and organizations such as the National Weather Service and Arizona Public Service. The MJPT met monthly beginning in July 2020 and finishing in November 2020. Subsequent “catch up” meetings were conducted through June 2015 to assist several communities with finalizing assignments and the first draft of the updated 2021 Plan was issued in July September 2021. The meetings and MJPT worked in a collaborative effort to review, evaluate, and update the 2015 Plan keeping the single, consolidated multi-jurisdictional plan format and approach. The 2021 Plan will continue to guide the County, tribes and participating local jurisdictions toward greater disaster resistance in full harmony with the character and needs of the community and region.

The Plan has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Stafford Act), 42 U.S.C. 5165, as amended by Section 104 of the Disaster Mitigation Act of 2000 (DMA 2000) Public Law 106-390 enacted October 30, 2000. The Plan includes risk assessments for multiple natural hazards, a public outreach effort at two phases of the planning process, and development of a mitigation strategy that incorporates measures intended to eliminate or reduce the effects of future disasters throughout the County. The development of the various 2021 Plan elements was accomplished through a joint and cooperative venture by members of the Maricopa County MJPT, with MCDEM serving as the lead agency and primary point of contact for the planning effort.

The overall purpose of DMA 2000 was to establish a national program for pre-disaster mitigation, streamline administration of disaster relief at both the federal and state levels, and control federal costs of disaster assistance. Congress envisioned that implementation of these new requirements would result in the following key benefits:

- Reduction of loss of life and property, human suffering, economic disruption, and disaster costs.
- Prioritization of hazard mitigation planning at the local level, with an increased emphasis placed on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring that critical services/facilities survive a disaster.
- Establishment of economic incentives, awareness and education via federal support to state, tribal, and local governments that will result in forming community-based partnerships, implementing effective hazard mitigation measures, leveraging additional non-Federal resources, and establishing commitments to long-term hazard mitigation efforts.



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

In general, the DMA 2000 legislation requires all local, county, and tribal governments to develop a hazard mitigation plan for their respective communities in order to be eligible to receive certain federal non-emergency mitigation funds including Hazard Mitigation Grant Program (HMGP) and Building Resilient Infrastructure and Communities Program (BRIC) [Formerly Pre-Disaster Mitigation Program (PDM)]. FEMA's Flood Mitigation Assistance Program (FMA) planning requirements are also satisfied by this plan as long as flooding is addressed.

In satisfying the regulatory requirements of DMA 2000, the primary purpose of this plan is to identify natural hazards that impact Queen Creek, assess the vulnerability and risk posed by those hazards to community-wide human and structural assets, develop strategies for mitigation of those identified hazards, present future maintenance procedures for the plan, and document the planning process. The Plan is generally arranged and formatted to be consistent with the 2018 State of Arizona Multi-Hazard Mitigation Plan (State Plan) and is comprised of the following major sections:

Planning Process – this section summarizes the planning process used to update the Plan, describes the assembly of the planning team and meetings conducted, and summarizes the public involvement efforts.

Community Description – this section provides an overall description of the participating jurisdictions and the County as a whole.

Risk Assessment – this section summarizes the identification and profiling of natural hazards that impact the County and the vulnerability assessment for each hazard that considers exposure/loss estimations and development trend analyses.

Mitigation Strategy – this section presents a capability assessment for each participating jurisdiction and summarizes the Plan mitigation goals, objectives, actions/projects, and strategy for implementation of those actions/projects.

Plan Maintenance Strategy – this section outlines the proposed strategy for evaluating and monitoring the Plan, updating the Plan in the next 5 years, incorporating plan elements into existing planning mechanisms, and continued public involvement.

Plan Tools – this section includes a list of Plan acronyms and a glossary of definitions.

The planning process used to review and update the 2015 Plan included the organization and use of two planning team levels. The first was a Multi-Jurisdictional Planning Team (MJPT) that was comprised of one or more representatives from each participating jurisdiction. The second was the Local Planning Team (LPT) that was comprised of various staff and officials from the specific jurisdiction.

The role of the MJPT was to work with the planning consultant to perform the coordination, research, and planning element activities required to update the 2015 Plan. Attendance by each participating jurisdiction was required for every MJPT meeting as the meetings were structured to progress through the plan update process. Steps and procedures for updating the 2015 Plan were presented and discussed at each MJPT meeting, and worksheet assignments were normally given. Each meeting built on information discussed and assignments made at the previous meeting. The MJPT representatives also had the responsibility of being the liaison to the LPT, and were tasked with the following:

- Conveying information and assignments received at the MJPT meetings to the LPT
- Ensuring that all requested worksheets were completed fully and returned on a timely basis
- Arranging for review and official adoption of the Plan

The function and role of the LPT was to:

- Provide support and data
- Assist the MJPT representative in completing each assignment
- Make planning decisions regarding plan update components
- Review the Plan draft documents

The MJPT met five times from July 2020 to November 2020, with LPT meetings convened in between as needed to complete the homework and review/update tasks assigned.



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

The following are the contact details for the Plan primary point of contact for the Town of Queen Creek:

Joe LaFortune
Emergency Management Coordinator
Fire and Medical Department
22358 S. Ellsworth Rd.
Queen Creek, AZ 85142
Work: 480.358.3502
Email: joe.lafortune@queencreek.org

For information purposes, the following summarizes contact details for the Plan primary point of contact for Maricopa County:

Rudy Perez
Senior Planner
Maricopa County Department of Emergency Management
5636 E. McDowell Rd.
Phoenix, AZ 85008
Work: 602.273.1411
Email: rudy.perez@maricopa.gov

The following table summarizes the LPT for Queen Creek and roles of each person.

Name	Department / Division / Branch	Title	Planning Team Role / Description of Duties
Joe LaFortune	Public Works Department and Queen Creek Fire & Medical Department	Emergency Management Coord.	Primary Coordinator
Brett Burningham	Development Services Department	Development Services Director	Provide information for planning related activities and documents.
Sarah Clark	Development Services Department	Senior Planner/Project Manager	Provide information for planning related activities and documents.
Chris Doval	Development Services Department	Principal Engineer	Provide information for engineering related infrastructure, flood control plans, and geological conditions.
Shawny Ekadis	Workforce and Technology Department	GIS Team Coordinator	GIS mapping of critical and non-critical facilities and infrastructure
PROMULGATION AUTHORITY			
Gail Barney	Town Council	Mayor	Plan Promulgation
Dawn Oliphant	Town Council	Vice Mayor	Plan Promulgation
Robin Benning	Town Council	Council Member	Plan Promulgation
Jeff Brown	Town Council	Council Member	Plan Promulgation
Leah Martineau	Town Council	Council Member	Plan Promulgation
Emilena Turley	Town Council	Council Member	Plan Promulgation
Julia Wheatley	Town Council	Council Member	Plan Promulgation



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

One of the key elements to the hazard mitigation planning process is the risk assessment. In performing a risk assessment, a community determines “what” can occur, “when” (how often) it is likely to occur, and “how bad” the effects could be. According to DMA 2000, the primary components of a risk assessment are generally categorized into the following measures:

- ☒ **Identify Hazards**
- ☒ **Profile Hazard Events**
- ☒ **Assess Vulnerability to Hazards**

The risk assessment for Queen Creek utilized information developed by the LPT and County-wide hazard profile data. The vulnerability analysis results reported in the Plan reflect vulnerability at the community level as well as on a County-wide basis.

Following the lead of the State of Arizona, only natural hazards were considered for this update. The list of hazards in the 2015 Plan and the 2018 State Plan¹ were reviewed and compared in an initial screening that used a systematic process that considered relevance, historical significance and experience, and catastrophic potential. The result was a list of hazards that are most relevant to Maricopa County. The Queen Creek LPT then further reduced the list to reflect only those hazards most important to Queen Creek. The following table summarizes the County-wide list of hazards. The hazards selected for mitigation by the Town are shown in bold type.

Natural Hazard List for the Plan and Queen Creek	
<ul style="list-style-type: none">• Dam Inundation• Drought• Extreme Heat• Fissure• Flood	<ul style="list-style-type: none">• Levee Failure• Severe Wind• Subsidence• Wildfire

Profiles were developed for each of the hazards by researching and mapping historic hazardous events, obtaining other hazard mapping, analysis and studies, and in Arizona, estimating the Calculated Priority Risk Index (CPRI)². Hazard profile maps for Dam Inundation (Emergency Spillway and Dam Failure), Fissure, Flooding/Flash Flooding, Levee Failure, Subsidence, and Wildfire were developed. Maps specific to Queen Creek are provided following the text of this summary.

A vulnerability analysis was performed to assess and evaluate the Town’s population and critical facility exposure risk to the identified hazards. The risk was tabulated in terms of exposure loss estimates and human population exposure. Critical facilities were individually identified by the MJPT and LPT and supplemental residential facility information was obtained from the 2010 census block residential unit data set. It is estimated that there are at least \$301.4 million dollars³ worth of critical and non-critical facilities within Queen Creek. Replacement value for residential buildings within Queen Creek are estimated to total over \$2.9 billion. The 2015 Town population estimate is 35,720. The following table summarizes the general results of the vulnerability analysis for each of the Plan hazards in the Town.

¹ State of Arizona, Division of Emergency Management, 2018, *State of Arizona Multi-Hazard Mitigation Plan*.

² The CPRI is explained in detail in the Section 5.2.3 of the main Plan

³ This estimate is likely to be inexact as there were many assets that the community was unable to obtain detailed replacement estimates for given the plan development schedule.



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

Hazard	Exposure Estimates ^a		
	Critical Facilities	Residential	Population ^b
Dam Failure (High Hazard)	\$0	\$0	0
Drought	(None estimated)		35,720
Extreme Heat	(None estimated)		35,720
Fissure (High Hazard)	\$2.4 million (1 facility)	\$724,000	6
Flooding (High Hazard)	\$24.5 million (7 Structures)	\$33.5 million	414
Levee Failure (High Hazard)	\$0	\$0	0
Severe Wind	(None estimated)		35,720
Subsidence	\$11.7 million (5 Structures)	\$146.2 million	2,112
Wildfire (High Hazard)	\$0	\$379,000	5
^a – These numbers represent estimates of exposure that may result assuming all delineated hazard areas are impacted at the same time. Actual event losses may not impact the entire area during a single event.			
^b – These numbers represent the total human population potentially exposed to the hazard.			

The MJPT and Queen Creek LPT developed a strategy for mitigating the hazard risks identified within the Town. The mitigation strategy provides the “*what, when, and how*” of actions that will reduce or possibly remove the Town’s exposure to hazard risks, and is generally categorized into the following components:

- ☒ **Goals and Objectives**
- ☒ **Capability Assessment**
- ☒ **Mitigation Actions/Projects**
- ☒ **Implementation Strategy**

The MJPT reviewed and discussed the 2015 Plan goals and objectives and compared them to the 2018 State Plan. The result of the discussions resulted in establishing one goal and four clear objectives as follows:

- **GOAL:** Reduce or eliminate the risk to people and property from natural hazards.
 - ◆ **Objective 1:** Reduce or eliminate risks that threaten life and property in the incorporated, unincorporated, and tribal jurisdictions within Maricopa County.
 - ◆ **Objective 2:** Reduce risk to critical facilities and infrastructure from natural hazards.
 - ◆ **Objective 3:** Promote hazard mitigation throughout the incorporated, unincorporated, and tribal jurisdictions within Maricopa County.
 - ◆ **Objective 4:** Increase public awareness of hazards and risks that threaten the incorporated, unincorporated, and tribal jurisdictions within Maricopa County.

This goal and four objectives will be used by all participating jurisdictions in the Plan

The Queen Creek LPT reviewed and updated the community’s capability assessment regarding legal, regulatory, technical/staff, and financial resources. The following tables summarize the results:



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

Legal and regulatory capabilities for Queen Creek		
Regulatory Tools for Hazard Mitigation	Description	Responsible Department/Agency
CODES	<ul style="list-style-type: none"> • Town Code of the Town of Queen Creek • 2012 International Building Code • 2012 International Residential Code • 2012 Uniform Plumbing Code • 2012 International Mechanical Code • 2012 International Fire Code • 2012 International Property Maintenance Code • 2012 International Existing Building Code • 2012 International Energy Conservation Code • 2012 International Urban-Wildland Interface Code • 2011 National Electrical Code 	<ul style="list-style-type: none"> • Development Services • Fire & Medical Department • Town Clerk
ORDINANCES	<ul style="list-style-type: none"> • Abatement Ordinance • Adult Oriented Business • Dark Sky Ordinance • Military Airport Zoning Ordinance • Noise Ordinance • Zoning Ordinance • Subdivision Ordinance • Floodplain Ordinance 	<ul style="list-style-type: none"> • Development Services
PLANS, MANUALS, and/or GUIDELINES	<ul style="list-style-type: none"> • Addressing Regulations • Drainage Regulations • Dust Abatement Regulations • Subdivision Regulations • HUD Consolidated Planning Regulations • Floodplain Regulations 	<ul style="list-style-type: none"> • Development Services • Public Works • Flood Control District
STUDIES	<ul style="list-style-type: none"> • Town of Queen Creek General Plan 2018 • Area Land Use Plan • Comprehensive Plans: Planning & Development • Transportation Plan • Desert Foothills Plan • Comprehensive Planning Amendments Guidelines • Development Master Plan Guidelines • Area Drainage Master Plan • Watercourse Master Plan 	<ul style="list-style-type: none"> • Development Services • Public Works • Flood Control District
<p><u>Opportunities for Expansion/Improvement:</u> The Town is currently operating under the 2012 edition of the International Building Code. The Town could evaluate, provide a recommendation, and obtain Town Council approval to update the codes to the 2021 edition of the International Building Code to enhance future mitigation capacity.</p>		



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

Technical staff and personnel capabilities for Queen Creek		
Staff/Personnel Resources	<input checked="" type="checkbox"/>	Department/Agency - Position
Planner(s) or engineer(s) with knowledge of land development and land management practices	<input checked="" type="checkbox"/>	Development Services – Planners/Engineers Public Works – Engineers
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	<input checked="" type="checkbox"/>	Development Services – Planners/Engineers/Inspectors Fire & Medical Department – Fire Marshal/Plans Examiner Public Works – Engineers
Planner(s) or engineer(s) with an understanding of natural and/or human-caused hazards	<input checked="" type="checkbox"/>	Development Services – Planners/Engineers/Inspectors Fire & Medical Department – Emergency Mgmt Coordinator Public Works – Engineers
Floodplain Manager	<input checked="" type="checkbox"/>	Development Services – Floodplain Administrator/Engineers/Inspectors
Surveyors		N/A
Staff with education or expertise to assess the community's vulnerability to hazards	<input checked="" type="checkbox"/>	Development Services – Planners/Engineers/Inspectors Fire & Medical Department – Emergency Mgmt Coordinator Public Works – Engineers
Personnel skilled in GIS and/or HAZUS	<input checked="" type="checkbox"/>	Workforce & Technology – GIS Staff
Scientists familiar with the hazards of the community		N/A
Emergency manager	<input checked="" type="checkbox"/>	Town Manager – Director Fire & Medical Department – Emergency Mgmt Coordinator
Grant writer(s)	<input checked="" type="checkbox"/>	Communications & Marketing – Management Assistant Fire & Medical Department – Emergency Mgmt Coordinator Parks Division – Management Assistant Public Works – Engineers/Project Managers
<u>Opportunities for Expansion/Improvement:</u> The Town is developing a dedicated CIP department. The new department will include personnel drawn from the Public Works, Utility Services, Finance, and Economic Development Departments. CIP projects will be developed across disciplines and can include additional mitigation elements.		

Fiscal capabilities for Queen Creek		
Financial Resources	Accessible or Eligible to Use (Yes, No, Don't Know)	Comments
Community Development Block Grants	No	
Capital Improvements Project funding	Yes	Town CIP
Authority to levy taxes for specific purposes	Yes	<ul style="list-style-type: none"> • Fire/EMS/Law Enforcement Property Tax • Improvement Districts • Direct Assessment Special District
Fees for water, sewer, gas, or electric service	Yes	Water and sewer service
Impact fees for homebuyers or new developments/homes	Yes	<ul style="list-style-type: none"> • Wastewater • Parks, Trails, & Open Space • Town Buildings and Vehicles • Transportation • Library • Public Safety



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

		• Fire
Incur debt through general obligation bonds	Yes	
Incur debt through special tax bonds	Yes	
Other - Cooperative Agreement Grants and Specific Planning and Project Grants	Yes	
<u>Opportunities for Expansion/Improvement:</u> The Town can pursue partnerships with county-level agencies such as the Flood Control District of Maricopa County, neighboring municipalities, and the private sector when developing CIP projects that mitigate area wide drainage issues to reduce flood risks.		

Using the vulnerability analysis, capability assessment, and goals and objectives allowed the Queen Creek LPT to develop an updated list of mitigation actions/projects with a clearly defined implementation strategy. Each action/project was evaluated and prioritized based on: 1) Direct Impact on Life and/or Property; 2) Long-Term Solution; and 3) Benefit vs. Cost. The table on the following page summarizes the updated mitigation action/project list for Queen Creek. Projects listed in *italics font* are recognized as being more response and recovery oriented, but are considered to be a significant part of the overall hazard management goals of the community.



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

Summary of mitigation actions and projects and implementation strategy for Queen Creek									
Mitigation Action/Project					Implementation Strategy				
ID No.	Description	Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
1	Review building permits for compliance with Floodplain Ordinance and NFIP regulations.	Flood	Both	Staff time	High	Staff Training Floodplain Regulations	Ongoing	Development Services/ Floodplain Administrator	General Fund Permit Fees
2	Annually coordinate with county to obtain updates on any changes in dam safety conditions and emergency action plans.	Dam Inundation	Both	Staff time	Low	Emergency Action Plan for Powerline, Vineyard Road & Rittenhouse FRS	Ongoing	Fire & Medical Dept./Emergency Mgmt. Coord.	Emergency Services Fund
3	Educate and inform residents about dam safety through the Town's website and links to the Flood Control District of Maricopa County.	Dam Inundation	Both	Staff time	Medium	N/A	Ongoing	Fire & Medical Dept./Emergency Mgmt. Coord.	Emergency Services Fund
4	Educate and inform residents about water conservation through newsletters, social media, inserts, new customer packets, water wise workshops, high use notifications, regularly scheduled meter change outs and the Town's website.	Drought	Both	Staff time	Medium	ADEQ Required Best Management Practices (BMPs)	Ongoing	Utilities Services Dept./Water Conservation Spec.	Utilities Services Fund
5	Maintain the Town's Integrated Emergency and Drought Response Plan (ERDP).	Drought	Both	Staff time	High	Integrated Emergency and Drought Response Plan (ERDP)	Ongoing	Utilities Services Dept./Water Division	Utilities Services Fund
6	Educate and inform residents about extreme heat through newsletters, social media, inserts and/or the Town's website.	Extreme Heat	Both	Staff time	Medium	N/A	Ongoing	Fire & Medical Dept./Emergency Mgmt. Coord.	Emergency Services Fund
7	Incorporate respite care and hydration stations into the CERT Shelter Management Continuing Education (CE) Program	Extreme Heat	Both	Staff time	Low	CERT Continuing Education (CE) Program	Ongoing	Fire & Medical Dept./Emergency Mgmt. Coord.	Emergency Services Fund
8	Educate and inform residents about fissures through the Town's website and links to the Arizona Geologic Service website.	Fissure	Both	Staff time	Low	N/A	Ongoing	Development Services Dept.	General Fund
9	Reviews permit submittals for proximity to Earth Fissure Map that may require additional geological report.	Fissure Subsidence	New	Staff time	Medium	Staff Training	Ongoing	Development Services Dept./Engineering	General Fund Permit Fees

JS 9



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

Summary of mitigation actions and projects and implementation strategy for Queen Creek									
Mitigation Action/Project					Implementation Strategy				
ID No.	Description	Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
						Earth Fissure Map of the Chandler Heights Study Area			
10	Install backup generators with the construction of Fire Station 412 and Fire Station 415.	Severe Wind	New	TBD	High	CIP/Design-Build project	FY23	Fire & Medical Dept./Deputy Fire Chief (Resources)	TBD for FY22
11	Identify opportunities to underground 12Kv power lines to mitigate power failures caused by severe wind events.	Severe Wind	Existing	TBD	Medium	CIP	Ongoing	Public Works CIP Division/CIP Project Manager	SRP Aesthetic Funds General Fund
12	Encourage fire buffer zones around the north face of the San Tan Mountains to prevent entry into the Box Canyon Area.	Wildfire	Both	Staff time	Medium	Maricopa County Community Wildfire Protection Plan	Ongoing	Fire & Medical Department	Emergency Services Fund
13	Preform annual fuel thinning in the Queen Creek and Sonoqui Washes.	Wildfire	Both	Staff time	Medium	N/A	Ongoing	Public Works Grounds Division/Grounds Superintendent	General Fund



TOWN OF QUEEN CREEK JURISDICTIONAL SUMMARY

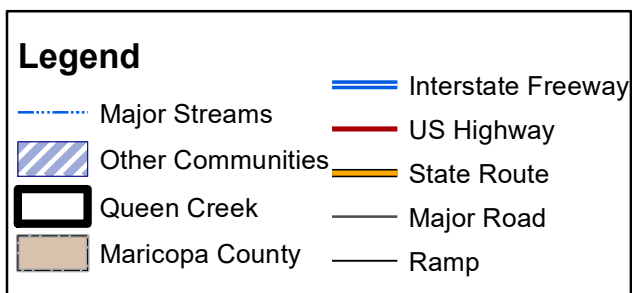
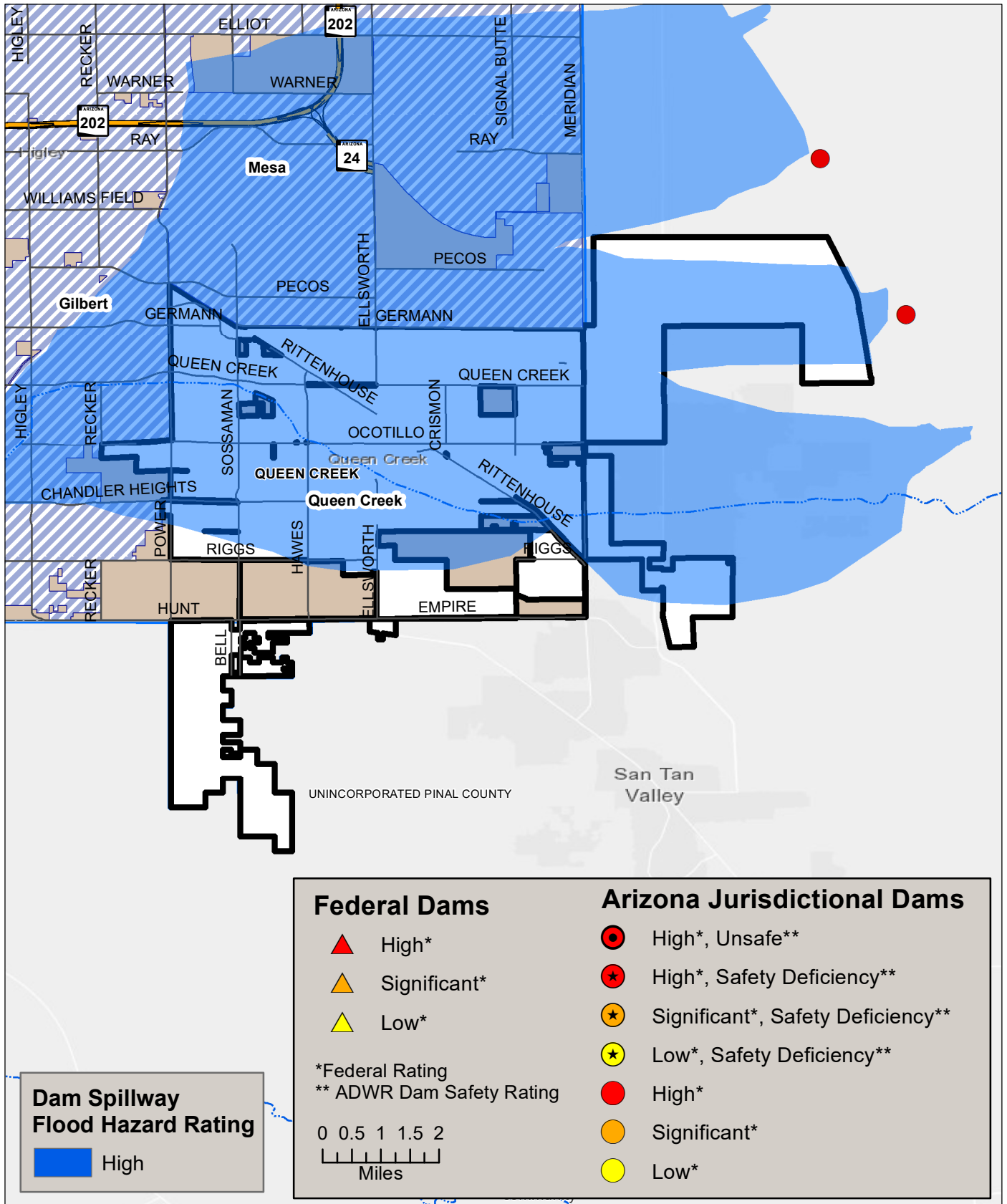
As a final step in the planning process, plan maintenance procedures were developed by the MJPT to establish guidelines for maintaining, reviewing, and updating the Plan over the next five (5) years. The MJPT reviewed the current DMA 2000 rules and October 2011 FEMA guidance document and discussed a strategy for performing the required monitoring and evaluation of the Plan over the next 5-year cycle. The MJPT has established the following monitoring and evaluation procedures:

- **Schedule** – The Plan shall be reviewed on at least an annual basis. MCDEM will take the lead to send out an email request to each jurisdiction via the MJPT on or around the month of May.
- **Review Content** – Within the email request distributed by MCDEM, each of the jurisdictions will be requested to provide responses to the following questions:
 - **Hazard Identification:** *Have the risks and hazards changed?*
 - **Goals and Objectives:** *Are the goals and objectives still able to address current and expected conditions?*
 - **Policy and Program Review:** *Are updates or revisions necessary for the policies and programs listed in Tables 6-1-xx of the Plan?*
 - **Mitigation Projects and Actions:** *For each mitigation action/project summarized in Section 6.3.2 of the Plan:*
 - *Has there been activity on the project – Yes or No?*
 - *If Yes, briefly describe what has been done and the current status of the action/project.*
- **Documentation** – Each jurisdiction will review and evaluate the Plan as it relates to their community and document responses to the above questions in the form of an email. MCDEM will archive email responses in a digital format and store with the Plan for incorporation during the next Plan update. Any hard copies will be included in Appendix E.

A formal presentation of the review material will be presented to a jurisdiction's council or board only if a major update to the Plan is proposed prior to the next five year update.

At the five year update, the following actions will be taken:

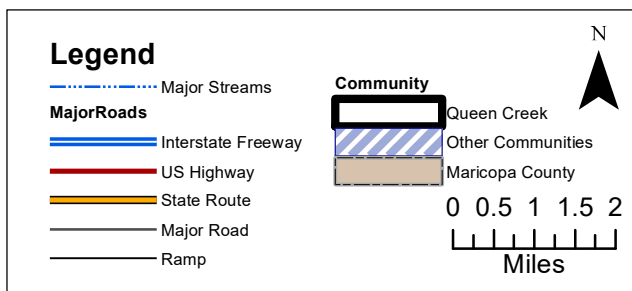
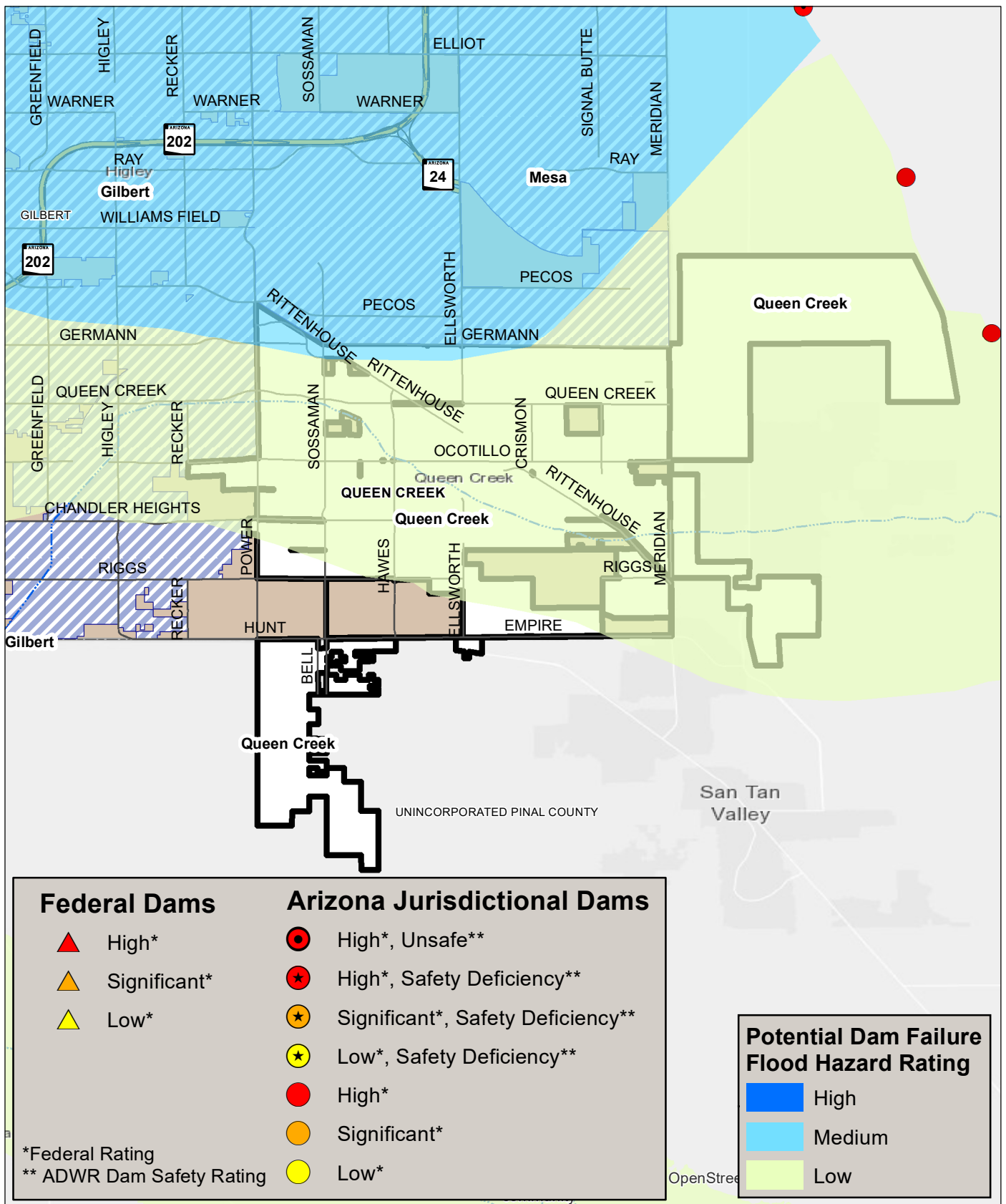
- ✓ One year prior to the plan expiration date, the MJPT will re-convene to review and assess the materials accumulated in Appendix E of the Plan.
- ✓ The MJPT will update and/or revise the appropriate or affected portions of the plan and produce a revised plan document.
- ✓ The revised plan document will be presented before the respective councils and boards for an official concurrence/adoption of the changes.
- ✓ The revised plan will be submitted to DEMA and FEMA for review, comment and approval.

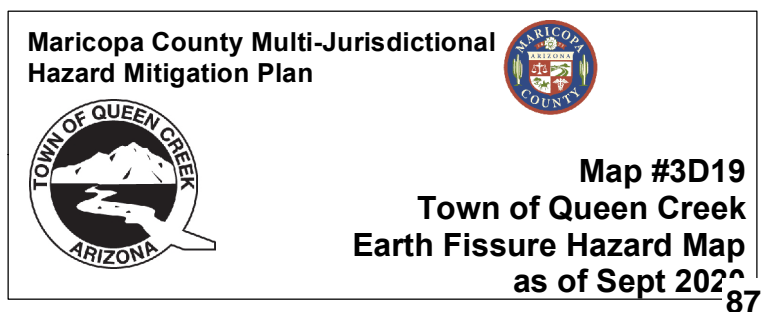
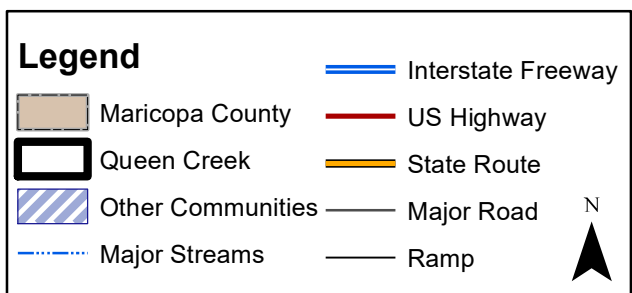
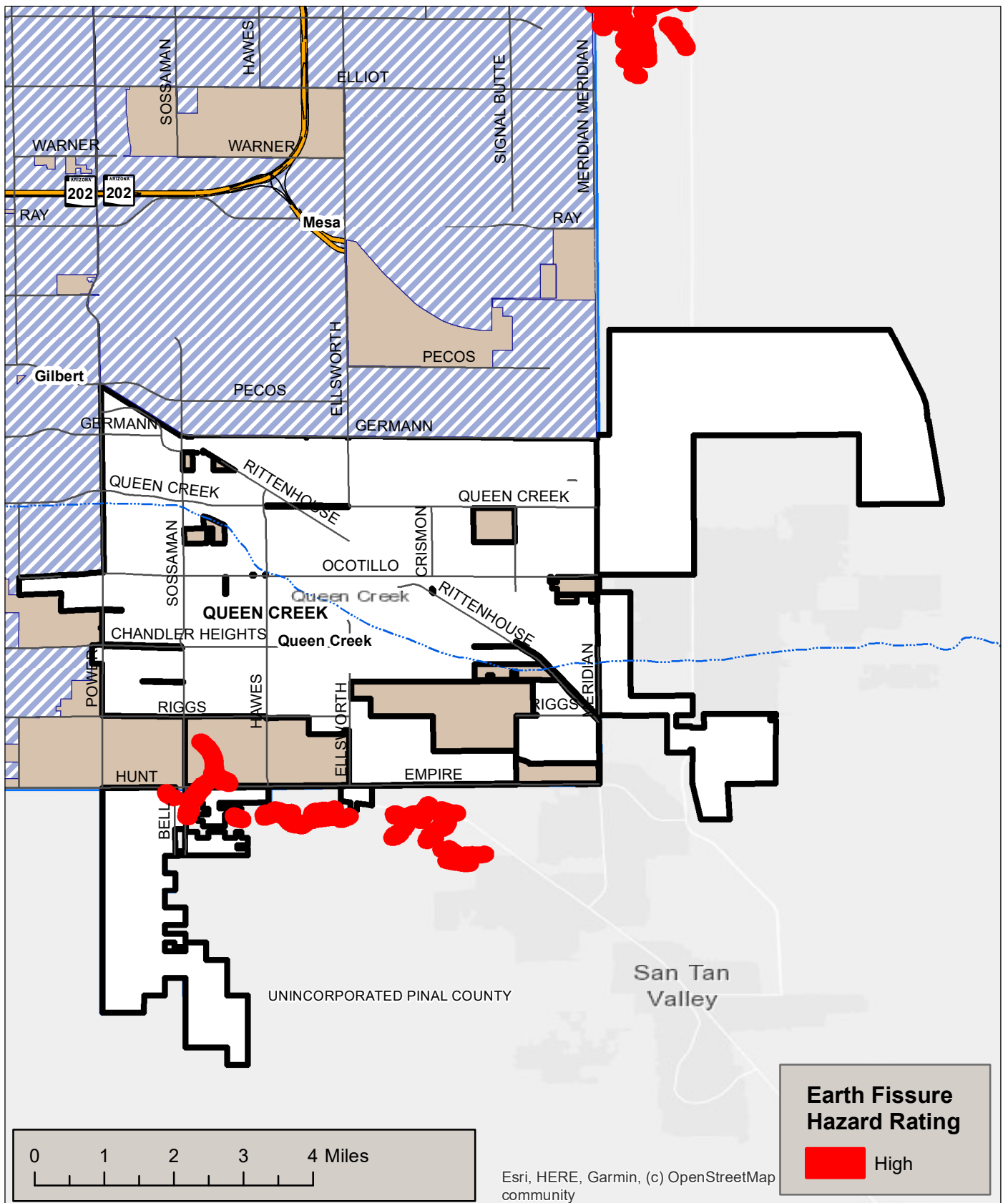


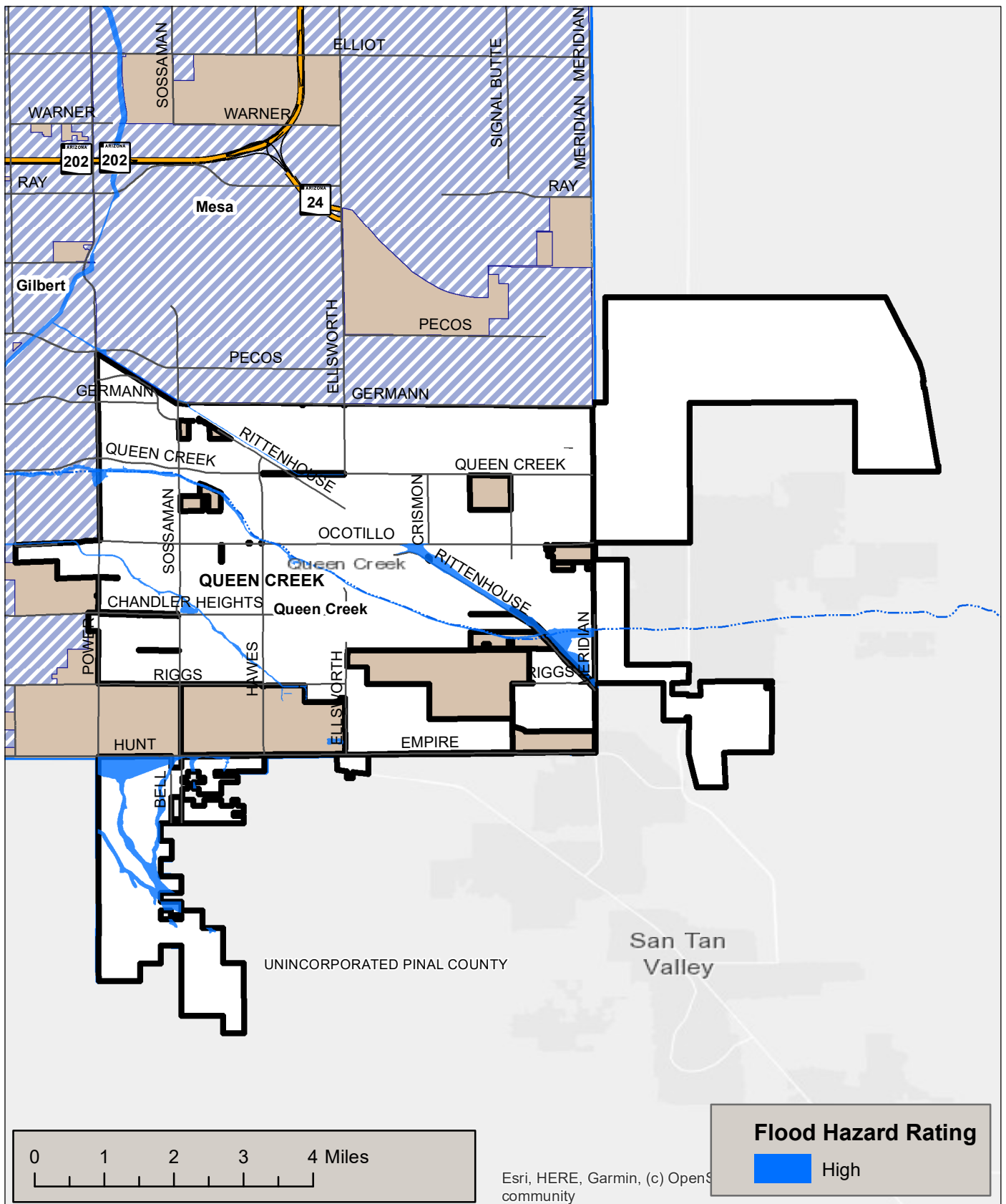
Maricopa County Multi-Jurisdictional
Hazard Mitigation Plan

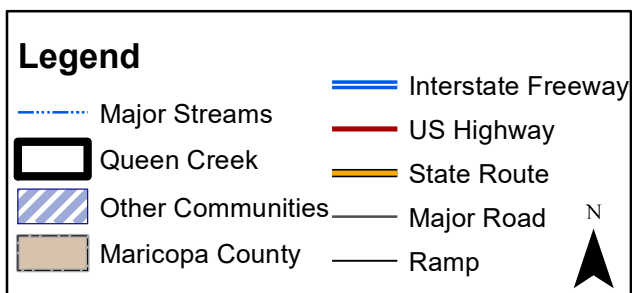
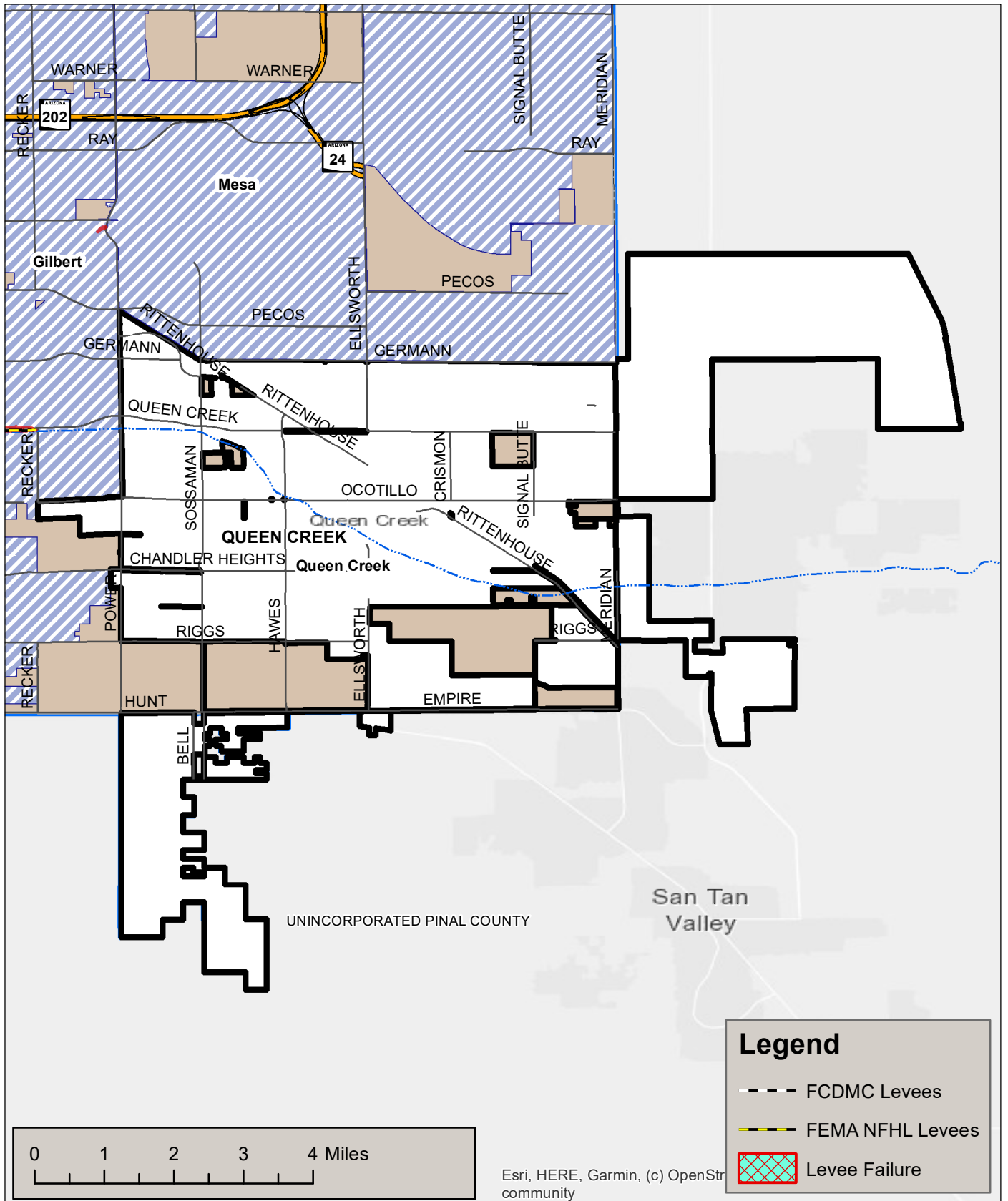


Map #1D19
Town of Queen Creek
Dam Spillway
Flood Hazard Map
as of Sept 2021





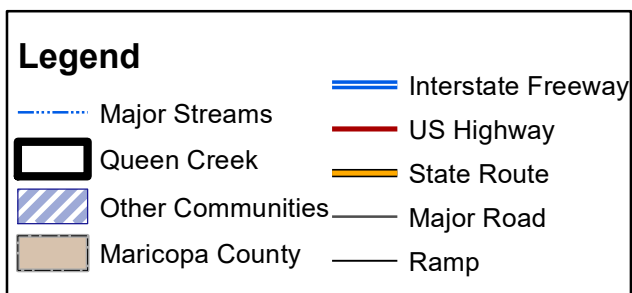
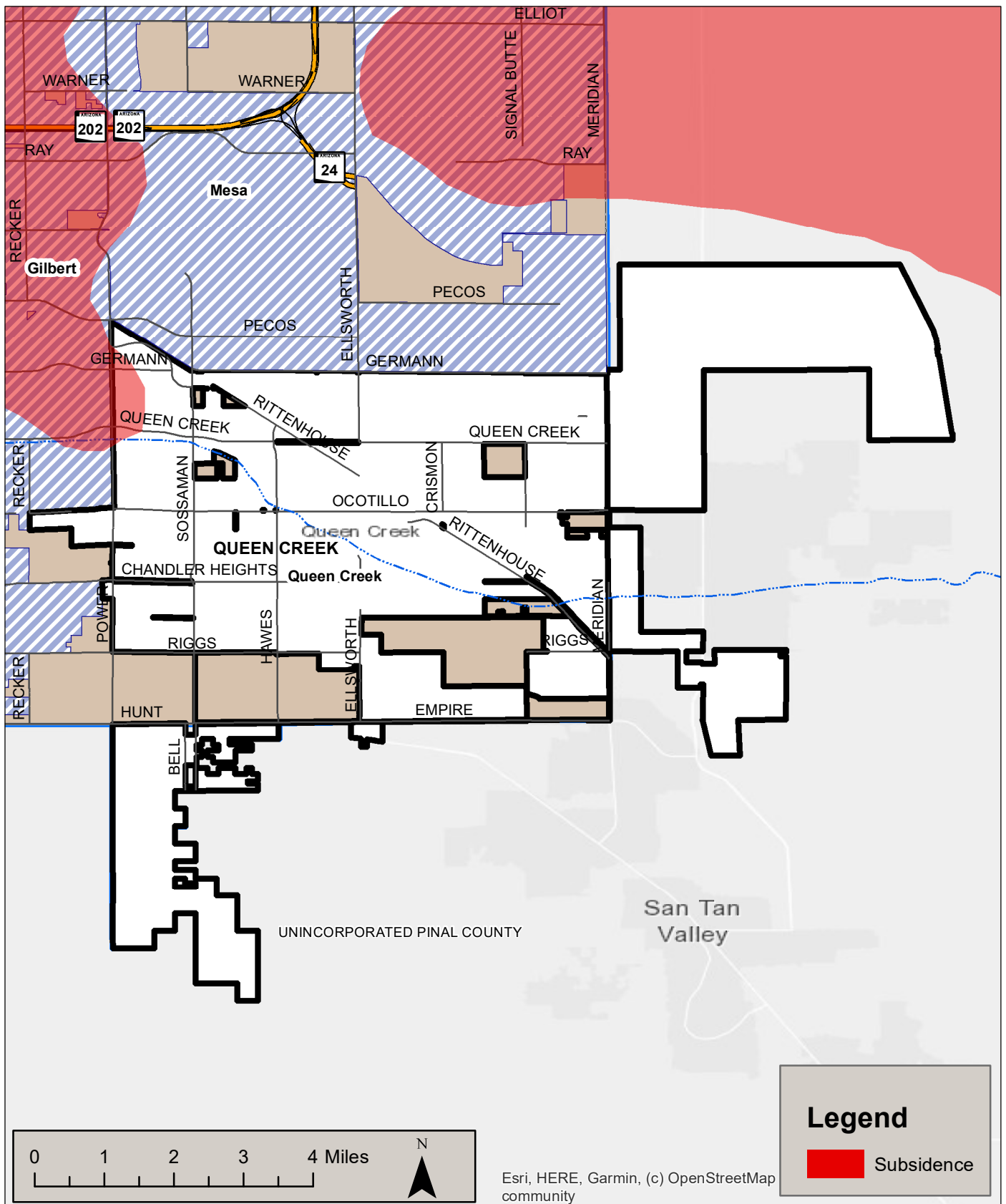




Maricopa County Multi-Jurisdictional Hazard Mitigation Plan



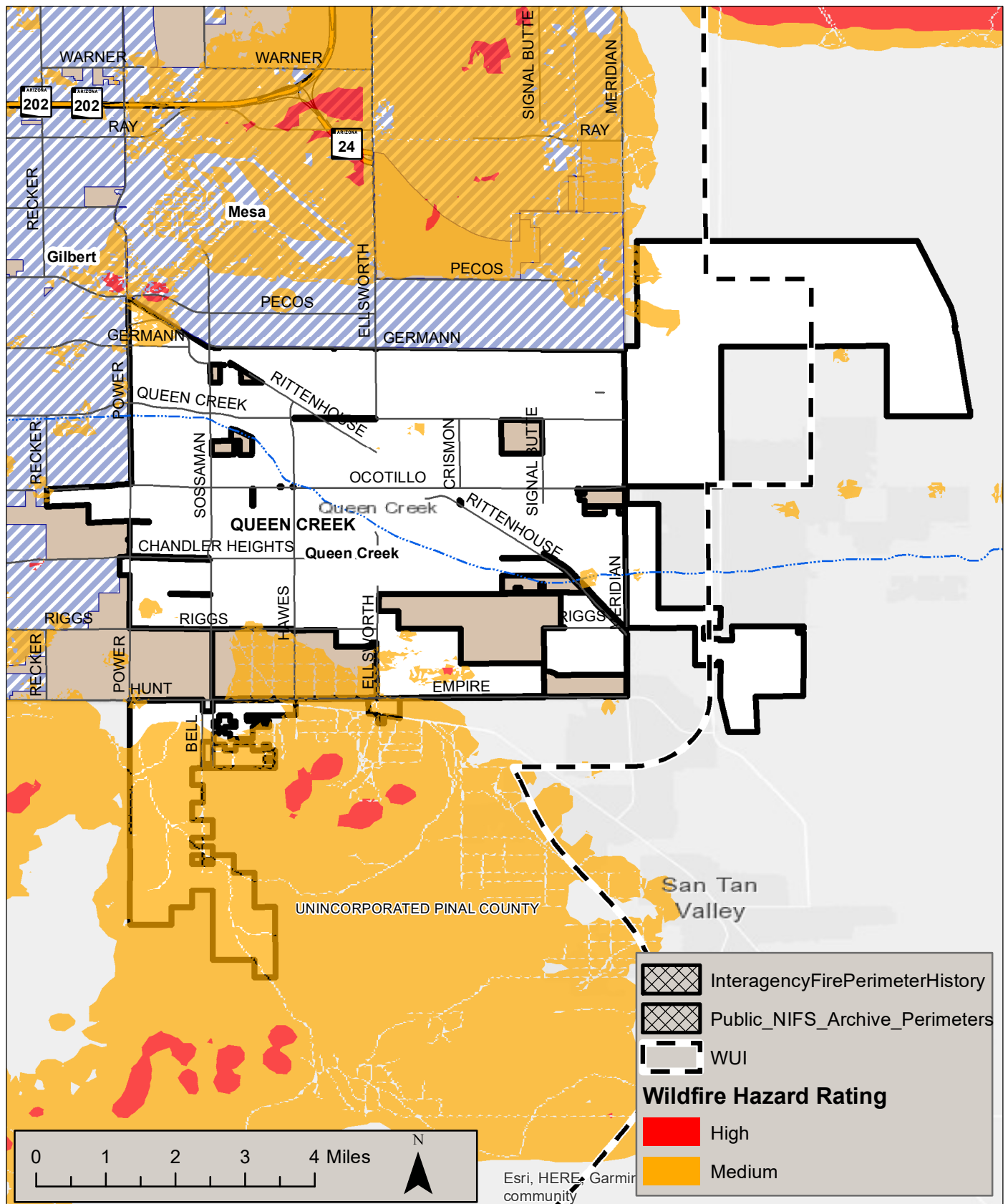
Map #5D19
Town of Queen Creek
Potential Levee Failure
Flood Hazard Map
as of Sept 2021



**Maricopa County Multi-Jurisdictional
Hazard Mitigation Plan**




**Map #6D19
Town of Queen Creek
Subsidence Hazard Map
as of Sept 202⁹⁰**



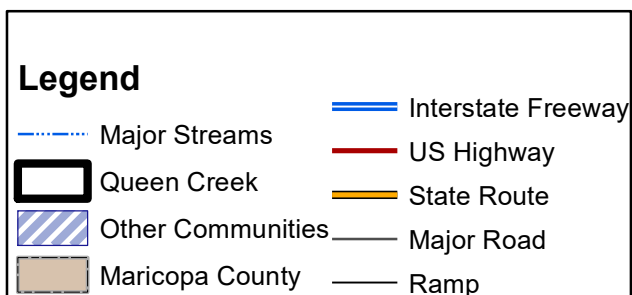
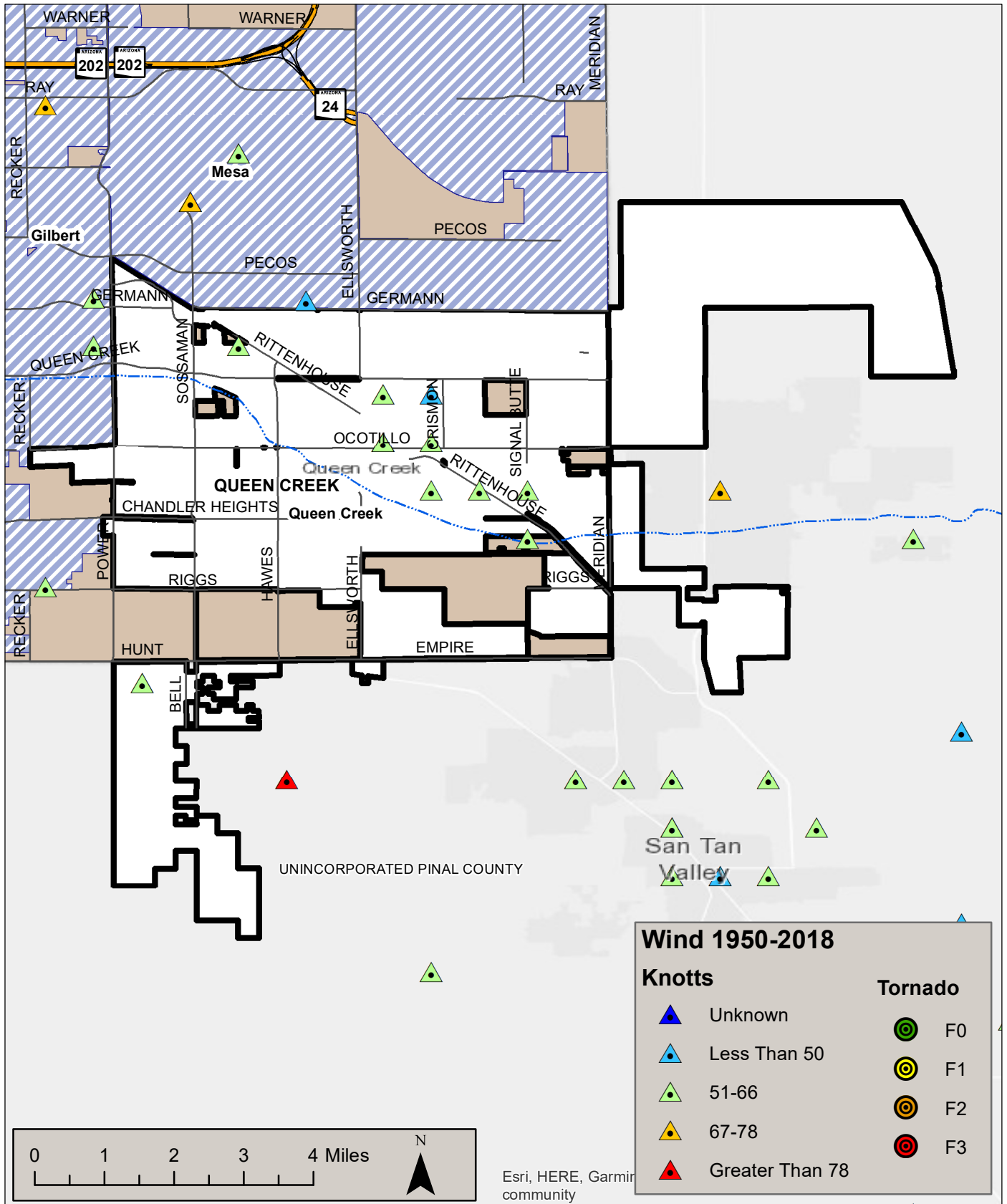
Legend

	Major Streams		Interstate Freeway
	Queen Creek		US Highway
	Other Communities		State Route
	Maricopa County		Major Road
			Ramp

Maricopa County Multi-Jurisdictional Hazard Mitigation Plan

Map #7D19
Town of Queen Creek
Wildfire Hazard Map
 as of Sept 202⁹¹



**Maricopa County Multi-Jurisdictional
Hazard Mitigation Plan**



**Map #8D19
Town of Queen Creek
Severe Wind Hazard
Map as of Sept 202⁹²**

RESOLUTION 1439-22

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, ADOPTING THE MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2021 (THE “2021 PLAN”) AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO IMPLEMENT, MONITOR, AND MAINTAIN THE 2021 PLAN.

WHEREAS, the Town of Queen Creek has historically experienced damage from natural hazards such as flooding, wildfire, drought, severe winds, and others on many occasions in the past century, resulting in loss of property and/or life, economic hardship, and threats to public health and safety;

WHEREAS, the 2021 Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan (the “2021 Plan”) has been developed after more than one year of review, research and update work by the Town of Queen Creek, in association and cooperation with the Maricopa County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community;

WHEREAS, the 2021 Plan specifically addresses natural hazard vulnerabilities, mitigation strategies, and plan maintenance procedures for the Town of Queen Creek;

WHEREAS, the 2021 Plan is an update and replacement for the previous hazard mitigation plan for the Town of Queen Creek;

WHEREAS, the 2021 Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the Town of Queen Creek, with the effect of protecting people and property from loss associated with those hazards;

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

Section 1: The 2021 Plan is hereby adopted as an official plan of the Town of Queen Creek.

Section 2: The Town Manager, Department Directors, and their designees, including but not limited to Directors of those departments designated in the 2021 Plan, are hereby authorized to take any and all actions necessary to implement, monitor, and maintain the 2021 Plan for a period of five (5) years with the full support of Town Council under this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2nd day of February, 2022.

[Signature Page Follows]

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Maria E. Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright, PLLC
Attorneys for the Town



TOWN OF
QUEEN CREEK
ARIZONA

8.E

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER

FROM: MARIA GONZALEZ CMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1441-22 ADOPTING REVISIONS TO THE COUNCIL POLICIES AND PROCEDURES HANDBOOK, INCLUDING THE ESTABLISHMENT OF ONE PHYSICAL POSTING LOCATION FOR ALL PUBLIC NOTICES FOR THE TOWN OF QUEEN CREEK.

DATE: February 2, 2022

Suggested Action:

Approve Resolution 1441-22 adopting revisions to the Council Policies and Procedures Handbook, including the establishment of one physical posting location for all public notices for the Town of Queen Creek.

Relevant Council Goal(s):

Effective Government

Discussion:

The Council Policies and Procedures Handbook was first adopted on January 16, 2002, via Resolution 270-02, with the purpose of providing standard policies, including policies relating to the agenda setting process, conduct of Town meetings; duties of the Mayor; Motions, and procedures for communicating with the Town and the Council. The handbook has been revised numerous times since its inception, most recently in October 2018.

The recommended revisions to the Council Policies and Procedures Handbook, attached to this staff report as the "Town Council Policies and Procedures," are meant to clean up and clarify language, references to the Town Code, and establish one physical posting location for all public notices for Town of Queen Creek. Currently, all public meeting notices are posted at the following locations: 1) Queen Creek Town Hall, 2) Queen Creek Library, and 3) Queen Creek Community Center. Staff believes it would be more efficient to maintain one posting location for all public notices, the Queen Creek Town Hall. All public notices will continue to be published on the Town's website.

Alternatives:

The Council may choose to not adopt Resolution 1441-22 and the currently existing version of the Town Council Policies and Procedures Handbook will remain in effect.

Attachment(s):

1. [Council Policies & Procedures_Redline.pdf](#)
2. [Resolution No. 1441-22.docx](#)



TOWN OF
QUEEN CREEK
ARIZONA

Town Council Policies and Procedures

22

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I. COUNCIL MEETINGS – Dates, Times, Locations

A. Regular Meetings

Consistent with Town Code Chapter 2, Article 2-45, Section 2-45-1, the Council will hold one regular meeting each month on the first Wednesday at 5:30 p.m. at the ~~Town Hall Council~~ Community Chambers, ~~22350-20727 E S-Civic Parkway Ellsworth Road~~, Queen Creek. A ~~Second-second~~ meeting may be scheduled for the third Wednesday of the month at the same time and location.

B. Other Locations

The Council may, from time to time, elect to meet at other locations and upon such election, shall give public notice of the date, time and location of such meeting in accordance with all provisions of the Queen Creek Town Code and the Arizona Revised Statutes ("A.R.S.").

C. Location During Local Emergency

If, by reason of fire, flood or other emergency, it ~~shall be~~ unsafe to meet in the Town Hall, the meetings may be held for the duration of the emergency at such other place that may be designated by the Mayor, Vice Mayor or Town Manager.

D. Cancelled Meetings

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting shall be held at the same hour on a day other than the legal holiday as determined by the Mayor, Vice Mayor or Town Manager. Council meetings may, from time to time, with adequate notice pursuant to state statutes, be cancelled due to conflicts with other scheduled meetings, events or circumstances. An example of this circumstance is the annual conference of the Arizona League of Cities and Towns. Notice of cancelled meetings will be posted at least 24 hours in advance ~~in at the following locations:~~ Queen Creek Town Hall, ~~Community Center bulletin board, Queen Creek Library~~ and on the Town's website.

E. Special Meetings and Emergency Meetings

Special meetings and emergency meetings of the Town Council may be called and held from time to time consistent with Town Code Chapter 2, Article 2-45, Section 2-45-2 and the Arizona Revised Statutes.

F. Executive Sessions

Consistent with the Town Code Chapter 2, Article 2-45, Section 2-45-2 and ~~the Arizona Revised Statutes~~ A.R.S. §§ 38-431.02 ~~& and~~ 38-431.03, upon a majority vote of the Town Council, the Council may meet in a closed executive session. The subject of the executive session must be noticed on the agenda.

II. NOTICES OF MEETINGS

Consistent with the Town Code Chapter 2, Section 2-6-8 and A.R.S. § 38-431.01, aAt least 24 hours in advance of any Council meeting an Agenda or Notice of Meeting will be posted

~~posted in the following locations: at the~~ Queen Creek Town Hall, ~~Community Center Bulletin Board and the Queen Creek Library~~ and on the Town's website.

III. QUORUM

Consistent with Town Code Chapter 2, Article 2-45, Section 2-45-4, a majority of the Council shall constitute a quorum for transacting business, but a lesser number may adjourn from time to time and compel the attendance of absent Town Council members. In a body of seven members, four members constitute a quorum.

IV. DUTIES OF MAYOR

A. Chair

Consistent with Town Code Chapter 2, Article 2-2, Section 2-2-4, and Article 2-5, Section 2-5-7, the Mayor shall be the chairman of the Council and preside over its meetings. The Mayor may make and second motions and shall have a voice and vote in all its proceedings. The Mayor shall also have the authority to preserve order at all Council meetings, to remove any person from any meeting for disorderly conduct, to enforce the rules of the Council and to determine the order of business. The Mayor shall have the power to administer oaths and affirmations.

B. Absence of Mayor

The Vice Mayor shall act as Mayor in absence or disability of the Mayor.

C. Absence of Mayor and Vice Mayor

In the absence or disability of both the Mayor and Vice Mayor, the Council may designate another of its members to serve as acting Mayor who shall have all the powers, duties and responsibilities of the Mayor during such absence or disability.

D. Attendance by the Public

Consistent with Town Code Chapter 2, Article 2-45, Section 2-45-3, and except as specifically provided by A.R.S. § 38-431 et seq. ~~01~~, for executive sessions, all meetings of the Council shall be open to the public.

V. MINUTES

A. Summary Minutes

Pursuant to A.R.S. § 38-431.01(B), mMinutes of Council meetings will ~~be include the date, time, and place of the meeting, the members of the public body recorded as either present or absent, a general description of the matters considered, and an accurate description of all legal actions proposed, discussed or taken, including a record of how each member voted, the names of the members who propose each motion and the names of the persons, as given, who make statements or present material to the public body and a reference to the legal action about which they made statements or presented material.~~ summary minutes, including a brief summary of discussion, motions

~~made and the vote. The minutes will also include the names of public speakers (A.R.S. §38-431.01 (B)).~~

B. Council Minutes Approval

Minutes of meetings are generally submitted to the Council for approval at the next scheduled meeting.

C. Recordings of Meetings

Work study and regular session meetings are video-taped. These videos ~~remain on the~~can be accessed on the Town's website for a minimum of ~~three~~twelve (12) months after the date of the meeting, ~~and/or~~ in accordance with ~~Arizona Revised Statutes~~A.R.S. §38-431.01(J).

VI. RULES OF CONDUCT

A. Addressing Members of the Public and Staff

In general, when addressing members of the public or Town staff, Council members will direct questions or comments through the Mayor, or the Chair, if the Mayor is absent, ~~(Chair)~~ and will generally refer to persons as Mr., Mrs., or Ms., followed by their surname.

B. Council Deliberation and Order of Speakers

The Mayor has been delegated the responsibility to control the debate and order of speakers. Speakers are generally called upon in the order the Request to Speak cards are received.

1. With the concurrence of the Mayor, a Council member holding the floor may address a question to another Council member and that Council member may respond.
2. Council members will limit their comments to the subject matter, item or motion being currently considered by the Council.
3. Council members will govern themselves as to the length of their comments.
4. Any member of the Council wishing to speak must first obtain the floor by being recognized by the Mayor (Chair). The Council member who seeks the floor when appropriately entitled to do so must be recognized.

VII. MOTIONS

Motions may be made by any member of the Council, including the Mayor. Any member of the Council, other than the person offering the motion, may second a motion.

A. Procedures for Motion

The following is the general procedure for making motions:

1. Before a motion can be considered or debated it must be seconded.

2. Once the motion has been properly made and seconded, the Mayor shall open the motion for discussion by any Council member.
3. Once the motion has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, except that Council members may be allowed to explain their vote.

B. Motion Amendments

When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion.

C. Motion of Direction

A Motion of Direction generally provides staff direction as to the Town Council's request for additional information, corrections/amendments to an Ordinance/Resolution or other such matters, to be presented at a future Council meeting.

D. Ordinances

Motions offering approval of ordinances are deemed to include waiver of full reading and title of the ordinance unless the Council, by a majority vote, requires reading in full (Town Code Chapter 2-5-2, [Article 2-6, Section 2-6-2](#)).

E. Voting

Any Council member at a meeting when a motion comes up for a vote shall vote for or against the measure unless he/she is disqualified from voting and abstains because of [that](#) disqualification. If the vote is a voice vote, the Mayor shall declare the result. Any member of the Council or the Town Clerk may request a roll call vote either before or after a non-roll call vote is taken. All votes will be recorded in the minutes of the meeting.

F. Abstention

~~1-~~ If a Council member abstains because of a legal conflict, he/she is not counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a "majority" vote of those members present and voting.

~~2-~~ When a Council member abstains or excuses themselves from a portion of a Council meeting because of a legal conflict of interest, the Council member must briefly state the nature of the conflict to be included in the public record.

G. Tie Votes

A tie vote results in the motion failing. Under this circumstance, any member of the Council may offer a motion for ~~further action~~ [reconsideration](#), pursuant to [Section](#) (H) below.

H. Motions for Reconsideration

1. Motions for reconsideration of a matter may be made at the next regular or special meeting following the Council action.

2. For tie votes, ~~in order,~~ to allow for reconsideration of the matter at a future Council meeting, two Council members shall contact the Town Manager (one member who voted on each side of the issue).
3. A proposed motion for reconsideration at the next succeeding meeting must comply with all noticing requirements ~~in the Arizona Revised Statutes~~ in A.R.S. §§ 38-431 et seq.
4. Motions for reconsideration may only be made by a Council member that voted with the majority of the Town Council on the action proposed to be reconsidered by the Council.

I. Suspension of the Rules

Any rules may be waived by a majority vote of the Council members present when it is deemed that there is good cause to do so.

VIII. OPEN MEETING LAW VIOLATIONS

Meetings that at any one time involve only a portion of a legislative body, but eventually involve a quorum are in violation of ~~the Arizona's Open Meeting Law Revised Statutes.~~ These meetings deprive the public the opportunity for meaningful contribution to the decision making process.

These meetings ~~happen may occur~~ when member A contacts member B, B contacts C, C contacts D, and so on, until a quorum of the Council is involved and shares the comments of other Council members in an attempt to reach consensus or determine the direction on an item that may appear before the Council. An elected official has the right to confer with another elected official about public business, but if and when a "collective concurrence as to action to be taken" is reached, there is an Open Meeting Law ~~violation and Arizona Revised Statutes are violated.~~

Council members are encouraged to consider this possibility when discussing a matter within the Town's jurisdiction with another elected official. If the Council member needs any clarification on a possible violation, he/she should contact the Town Attorney.

IX. CONFLICT OF INTEREST

~~Per~~ Pursuant to A.R.S. §38-503 (A) and (B), a conflict of interest may occur when:

1. Any public officer or employee of a public agency who has, or whose relative has, a substantial interest in any contract, sale, purchase or service to such public agency shall make known that interest in the official records of such public agency and shall refrain from voting upon or otherwise participating in any manner as an officer or employee in such contract, sale or purchase.
2. Any public officer or employee who has, or whose relative has, a substantial interest in any decision of a public agency shall make known such interest in the official

records of such public agency and shall refrain from participating in any manner as an officer or employee in such decision.

As defined by ~~Per~~ A.R.S. § 38-502(9), a “relative” includes:

1. ~~“Relative” means the~~ The spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

~~2.~~ The Town Attorney ~~should~~ must be contacted prior to any meeting where a potential conflict of interest may occur.

X. PUBLIC HEARINGS

Matters noticed for Public Hearing will be held in the order as posted and will continue until the Council has made a decision. Members of the public have a right to speak on all matters where a Public Hearing is required by state or federal law. These include, but are not limited to, zoning and rezoning of real property, budget approval and annexation hearings. Public Hearing items are marked as such on all Council agendas. The Council procedure for the conduct of a Public Hearing is generally as follows:

1. Staff presents its report.
2. Council members may ask questions of staff.
3. The Mayor opens the Public Hearing.
4. The applicant has the opportunity to present comments, testimony or arguments to the Council.
5. The Mayor asks for public comment. Anyone wishing to speak must complete and present to staff a Request to Speak card.
6. The applicant is given an opportunity for rebuttal or concluding comments.
7. The Public Hearing is closed. No other public comment may be taken.
8. The Council deliberates on the issue and takes action.
9. The Mayor announces the final decision of the Council.

A. Continuance of Public Hearings

Any hearing being held or noticed to be held at a Council meeting, may be by motion or notice of continuance, be continued to a subsequent meeting.

B. Public Discussion at Public Hearings

When a matter for Public Hearing comes before the Council, the Mayor will open the Public Hearing. Before any motion is considered, the Mayor shall ask the public in attendance if there are any persons who wish to speak on the matter.

1. Any person desiring to speak shall make his/her presence known to the Mayor by completing a Request to Speak card. The Mayor will call each person to speak in the order that the requests were received. No person may speak without first being recognized by the Mayor. All comments must be relevant to the issue being considered.
2. ~~In order to~~ to avoid repetitious remarks from a large group, a designation of a spokesperson is encouraged. Additional time may be permitted for the spokesperson to address the Council.
3. Members of the Council may ask questions of the speakers or of each other, but only after being recognized by the Mayor. Discussion or comments with the speaker shall be limited to a question or questions, rather than ongoing dialogue.

XI. FINAL ACTION

Members of the public may address the Council on all items where the Council is taking action by approval of an ordinance or resolution, or by a motion made and seconded, and voted upon by the Council.

XII. DISCUSSION OR DIRECTION

Public comment generally will not be taken on items that are placed on the agenda solely for Council discussion or for the purpose of obtaining direction to the staff, and which are not scheduled for Final Action. These items will be so noted on the agenda. No decisions or actions can be taken on these items until such time as they are posted for Public Hearing and/or Final Action.

Individuals or groups wishing to speak on an agenda item where public comment is not otherwise allowed ~~are requested~~ should to fill out a Request to Speak card and to specify on the card the matter they wish to discuss. The Mayor may in his/her sole discretion, ask the Council if it wishes to suspend the rules and allow the individual or group to speak. If a motion is made, seconded and approved by a majority of the Council present at the meeting to suspend the rules, the speaker will be allowed to address the Council.

A. Written Materials for Public Record

All persons interested in a matter noticed for Public Hearing shall be entitled to submit written comments. The Town Clerk ~~as part of the record~~ will ~~retain~~ include all written comments submitted to the Town in the record. Written comments or petitions will be noted, read aloud or summarized by the Mayor. A reading in full shall take place if requested by a Council member.

B. Addressing the Town Council

All remarks should be addressed to the Council as a whole. Questions should be directed to the presiding officer who will determine whether or in what manner an answer will be provided.

XIII. PUBLIC COMMENT

~~In compliance with the Arizona Revised Statutes~~ Pursuant to A.R.S. § 38-431.01(H), the Town Council may not discuss, deliberate or vote on any matter raised during the Public Comment. The Council may, however, request that an item be put on a future agenda for discussion and consideration. A Town Council member may respond to a remark of criticism directed to that Town Council member.

1. Comments in writing are accepted and will be kept as part of the record. A copy of the written comment will be provided to each Town Council member if received prior to the meeting.
2. ~~In order to~~ To avoid repetitious remarks for a large group, a designation of a spokesperson is encouraged. Additional time may be permitted for the spokesperson to address the Town Council.

These ~~rules set forth~~ are not exclusive and do not limit the inherent power and legal authority of the Town Council, or its presiding officer to govern the Town Council meetings.

XIV. COUNCIL MEETING AGENDA

A. Order of Agenda

The business of the Town Council at its meetings will generally be conducted in the following order:

1. Call to Order
2. Roll Call
- ~~3. Motion to Adjourn to Executive Session~~
3. Pledge of Allegiance
4. Invocation/Moment of Silence
5. Ceremonial Matters
6. Committee Reports
7. Public Comments
- ~~4-8.~~ Consent Agenda
- ~~5. Items for Discussion~~
- ~~6. Recess~~
- ~~7. Pledge of Allegiance and Invocation~~
- ~~8. Ceremonial Matters~~
- ~~9. Public Comment~~
- ~~10. Committee Reports~~
- ~~11. Carryover Consent Agenda Items~~
- 12-9. Public Hearings Consent Agenda
- ~~13-10.~~ Public Hearings

~~14. Final Action~~

~~15-11.~~ Items for Discussion

~~16. Motion to Adjourn to Executive Session (if necessary)~~

~~12.~~ Final Action

~~17-13.~~ Adjournment

B. Ceremonial Matters

Special Awards, introductions and presentations are given at this time by the Town Council. Citizens may also make formal ceremonial presentations to the Town Council at this time.

Proclamations for presentation will be limited to the first Council meeting of the month, except when the first meeting is cancelled. Proclamations must be submitted via the Town's website at least 30-days in advance of the target Council meeting.

C. Committee Reports

This is the time that a Town Council member or Committee Chair will make reports on conferences, committee meetings, events or other items that the Town Council may submit.

D. Public Comment

Members of the public may address the Town Council on items not on the printed agenda during this time; however, these items must be within the Town Council's jurisdiction. There is a three-minute time limit.

E. Consent Agenda and Public Hearing Consent Agenda

Items on the Consent Agenda are considered routine and are enacted by one motion and one vote. If Town Council or staff removes an item from the Consent Agenda, discussion on that item will take place after the vote on the remaining items on the Consent Agenda.

A member of the public may ask that a Public Hearing item listed on the Public Hearing Consent Agenda be removed for comment. A motion and vote will be required on any item pulled from the Public Hearing Consent Agenda.

F. Items for Public Hearing, Final Action or Discussion

In accordance with the Arizona ~~Revised Statutes~~ Open Meeting Law, the Town Council may not discuss or take action on any item not posted on the agenda 24 hours prior to the meeting.

G. Adjournment

After all items on the agenda are discussed and acted upon, the Mayor, or Chair, if the Mayor is absent, ~~(Chair)~~ will adjourn the meeting.

XV. AGENDA SETTING PROCESS

1. The Mayor and two Town Council members may through the Town Manager request specific items/issues be placed on the agenda for discussion/action.

2. On the Tuesday one week prior to the week of the Town Council meeting, an agenda setting meeting is held for the purpose of placing items on the agenda. The Town Manager, Department Heads and Town Clerk attend this meeting. ~~If possible,~~ the Mayor may participate via the telephone or in person. The Town Attorney attends this meeting and reviews the agenda prior to the printing.

XVI. COMMITTEES

Committees are formed on an as-needed basis and shall have ~~with~~ a clearly defined purpose. The Town Council may appoint up to two members from the Town Council to serve as non-voting liaison members. ~~The committee shall select a~~ Chair and vice ~~Vice chair~~ Chair shall be selected from the voting members on the committee. The ~~Committee's~~ selection ~~for of~~ Chair and Vice Chair shall be ratified by the Town Council.

Town committees shall have the following powers, ~~and~~ duties, and responsibilities:

1. At the start of each new fiscal year, every Town committee shall receive annual approval of its 12-month work program by the Town Council. A copy of the 5 year capital improvement plan (CIP) budget associated with items in the work plan shall be attached to the work program.
2. Committees, boards and commissions involved with any capital project, shall receive direction concerning developing scopes of work for projects from the Council prior to engaging in any planning, prioritization and or community outreach efforts.
3. Committees shall ~~keep~~ and submit meeting summaries or minutes to the Town Council for information following an official committee ~~meeting of the committee~~. Meeting summaries must be Included in the ~~meeting summaries in the~~ weekly packet.
4. Advise the Town Council on matters pertaining to the designated committee and work program approved by the Town Council.
5. Advise the Town Council on the status of its annual work program and achievement of various initiatives set forth by the Town Council for implementation.
6. Advise the Town Council on matters of public policy affecting the community at-large as it relates to the function and mission of the designated committee and its work program.
7. Advise the Town Manager on issues pertaining to operations and administration of the Town organization.
8. Committee members may ~~not only~~ serve as a voting members on ~~more than one internal or external~~ committee at a time, regardless of whether the committee is an internal or external committee. For example, ~~a~~ a citizen may not serve as a Town Council appointed member of a Town created internal committee and a Town

Council-appointed member/representative on a non-Town-created external committee at the same time. ~~The term External Committees refers to such groups as the East Valley Partnership Coalition and the Greater Phoenix Economic Town Council. Committee members serving on multiple committees at the time this amendment to the bylaws is adopted may continue to serve on those committees until their earliest term expiration date. At that time, the member must choose one internal or external committee on which to serve and resign as a voting member from all other committees.~~

9. The Town Council may, from time to time, appoint Member-members of internal or external committees ~~may from time to time be appointed by the Town Council to~~ serve on a task force based on their knowledge of the task force's specific objective. Serving on a task force does not preclude an individual from serving as a voting member of an internal or external committee.

~~10. Representation of recommendations of the committee/expression of personal opinions; communicating personal opinion in conjunction with majority position of a committee, commission or board.~~

When speaking or writing regarding a matter within the jurisdiction of a committee, members of the committee shall represent the official policies or positions of the board, commission or committee on which they serve to the best of their ability. When presenting their individual opinions and positions, committee members shall explicitly state that the opinions they are expressing are their own, do not represent the views or opinions of the Town of Queen Creek or a committee, board or commission of the Town, and ~~will shall~~ not ~~infer or~~ suggest that the opinion they are expressing is the opinion of the Town.

A. Council Member Appointments and Assignments

The Mayor appoints and the Town Council confirms Council member assignments to outside agencies, committees, task forces and liaison roles.

B. Council Member Participation in Community Activities

From time to time, Town Council members may choose to participate in community activities, committees, events and task forces. When a Town Council member participates in these types of activities, the Town Council member is acting as an interested party rather than acting on behalf of the Town Council. Acting or participating on behalf of the Town Council is limited to those instances when the Town Council has formally designated that Town Council member as its representative for the matter.

XVII. MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

~~Mayor to act as Council ceremonial representative:~~ The Mayor has been delegated the responsibility to act as the Council's ceremonial representative at public events and functions. In the Mayor's absence, the Vice Mayor will assume this responsibility. In both the Mayor and Vice Mayor's absence, the Mayor will appoint another Town Council member ~~to assume the responsibility~~ to act as Council ceremonial representative.

XVIII. ADMINISTRATIVE SUPPORT FOR COUNCIL

A. Mail

All mail addressed to Town Council members, whether business related or personal, is delivered to the Management Specialist in the Town Manager's Office and distributed to their mailbox.

All mail should be addressed to:
Honorable Mayor and/or Council Member(s)
c/o Town of Queen Creek
22358 S Ellsworth Road
Queen Creek, AZ 85142

B. Mail Addressed to the Mayor

All mail addressed to the Mayor, whether business related or personal, is delivered to the Management Specialist in the Town Manager's Office. All mail addressed to the Mayor will be distributed to the Mayor's mailbox.

C. Council Correspondence

All correspondence to other government agencies or political subdivisions from Town Council members written with Town resources (letterhead, staff support, postage, etc.) should reflect the position of the majority of the Town Council and not the individual Town Council member's position. All correspondence using Town resources ~~will~~ shall be copied to the full Town Council and ~~a copy will be made to~~ the Town Clerk for public records purposes. Personal recommendations or thank you notes do not need to be copied.

D. Clerical Support

The Town Manager's Office will coordinate any support requested by a Town Council member, including typing of correspondence or mailings. All correspondence prepared ~~for~~ on behalf of Town Council members will be on Town letterhead and ~~will~~ shall reflect the majority opinion and/or position of the Town Council, and ~~will~~ shall be copied to the full Town Council.

E. Personal Correspondence

Correspondence ~~r~~ Reflecting personal positions ~~will~~ shall be prepared on personal stationary and sent at the Town Council member's personal expense.

F. Council Notification of Significant Incidents

The Town Manager will coordinate the notification to the Town Council of major crime, fire, or other incidents in the Town. This may be accomplished by telephone, pager, fax or any other electronic means.

XIX. COUNCIL/STAFF RELATIONS

A. General

1. There shall be mutual respect from both staff and Town Council members of their respective roles and responsibilities.
2. The Town Council acknowledges and supports the Town Council/Manager form of government. Town staff shall acknowledge the Town Council's role as policy makers and the Town Council shall acknowledge the Town Manager's role ~~as responsible for~~ administering the Town Council's policies.
3. If a Town Council member requests staff research on any issue requiring over eight hours of staff work, without first seeking approval of the entire Town Council at a public meeting, then the Town Council member shall be notified by the Town Manager.
4. No Town Council member shall request a written legal opinion from the Town Attorney without first seeking direction from the Town Council at a public meeting, which may include an executive session except requests for conflict of interest.
5. Information requested by a Town Council member ~~generally~~ will be shared with the entire Town Council.

B. Litigation

When a claim is made or a lawsuit is filed against the Town and/or an Town officer, official or employee, it is critically important that communications ~~be~~ are conducted in a manner that protects the Town's interests and privileges and guards against inadvertent violations of applicable conflict of interest and/or open meeting law.

To that end, when a claim is made or a lawsuit ~~has is been~~ filed against the Town, individual Town Council members ~~should~~ shall not communicate directly with any Town staff member regarding the litigation.

1. A Town Council member who wishes to obtain information concerning the status of the litigation is authorized to discuss the inquiry with the Town Attorney. The Town Attorney may request that the question or concern be submitted in writing. In regard to case status, the Town Attorney will obtain current information, either from defense counsel or from Town records and/or staff. The information will be provided, ~~generally by e-mail,~~ to all members of the Town Council.
2. A Town Council member who has questions about the handling of a claim or lawsuit, or the involvement of one or more staff members in the litigation, is similarly authorized to discuss the inquiry with the Town Attorney, who may request that the question or concern be submitted in writing. The Town Attorney will review the question or concern, and will recommend one of the following options to the Town Council:

- a. That the Town Attorney undertakes an investigation of the matter. Such ~~an~~ investigation ~~might~~ may include, but shall not be limited to:
 - i. Review of documents relating to the matter;
 - ii. Conference(s) with the attorney(s) representing the Town in the matter;
 - iii. Interview(s) of employees who were involved in the matter that gave rise to the lawsuit, or who may be called upon to participate in the lawsuit, whether by deposition, direct testimony, or otherwise; and
 - iv. Such other steps as the Town Attorney deems reasonably necessary to carry out the investigation.
 - b. That the Town Attorney refer the matter to an independent third party for investigation; or
 - c. The Town Attorney may respond directly to the inquiry.
3. After determining which option is most appropriate ~~to~~ under the specific circumstances, the Town Attorney will recommend that option to the Town Council in writing. Upon receiving direction from the Town Council, the Town Attorney will take the steps necessary to investigate or otherwise respond to the matter, and provide the Town Council with an approximate date by which the Town Council will be informed of the outcome of the investigation, if any.
 4. If any Town Council member is not satisfied with the action taken by the Town Attorney, the Town Council member may request that the Mayor schedule the matter for discussion by the Town Council. This discussion may occur ~~in executive session, if~~ necessary and appropriate).
 5. When the investigation, if any, has been concluded, a summary will be provided to the Town Council.

C. Personnel Investigations by the Town Attorney

From time to time questions may arise concerning whether certain procedural matters have been handled appropriately by Town staff. Because of the potential seriousness of such questions, the following process shall be followed when such questions or concerns arise:

1. In the event of a concern (or suspicion) that a Town employee ~~may~~ has ~~have~~ committed an act of misfeasance, malfeasance or nonfeasance (as further defined in this policy), or committed an illegal act, the concern or suspicion

should be reported to the Town Attorney, who may request that the report be made in writing. All other personnel matters are subject to investigation and disciplinary action, where warranted, as provided in the Town's Employee Handbook.

2. After reviewing the allegation, suspicion or concern, the Town Attorney will recommend one of the following options to the Town Council:
 - a. That the Town Attorney undertake an investigation of the allegation, suspicion or concern. Such an investigation might include, but not be limited to:
 - i. Interview(s) of the staff member suspected of mishandling a matter, as well as other staff members who are aware of the matter;
 - ii. Review of any documents relating to the allegation; and
 - iii. Such other steps as the Town Attorney deems reasonably necessary to carry out such an investigation.
 - b. That the matter be referred to the Town Manager's Office for investigation by that office (for example, when the allegation concerns a non-managerial employee, it may be appropriate for the employee's director to undertake the investigation, at least in the first instance);
 - c. That the matter be referred to an independent third party for investigation; or
 - d. That the Town Attorney responds directly to the allegation (where investigation is required).
3. After determining which option is most appropriate ~~to under~~ the specific circumstances, the Town Attorney will recommend that option to the Town Council in writing. Upon receiving direction from the Town Council, the Town Attorney will take the steps necessary to investigate or otherwise respond to the matter, and provide Town Council with an approximate date by which the Town Council will be informed of the outcome of the investigation, if any.
4. If any Town Council member is not satisfied with the action taken by the Town Attorney, the Town Council member may request that the Mayor schedule the matter for discussion by the Town Council. This discussion may occur ~~in~~ executive session, if necessary and appropriate).
5. When the investigation, if any, ~~has been concluded~~ desd, a summary will be provided to the Town Council.

As used in this policy:

“Malfeasance” means wrongful conduct that the person has no legal right to do, and which affects, interrupts or interferes with performance of official duty.

“Misfeasance” means the improper performance of some act which the person may do, or obligated to do, lawfully.

“Nonfeasance” means the knowing failure to perform an act which ought to be performed, omission to perform a required duty at all, or total neglect of duty which is required by law.

XX. COUNCIL RELATIONS WITH OTHER COMMITTEES/GROUPS

1. Individual Town Council members shall have the right to attend commission or board meetings but shall not speak or become involved in the meeting discussion unless the Town Council member is the appointed liaison to that commission or board (meaning the Town Council member may not participate in the ongoing dialogue of the commission or board). Town Council members are allowed to address the commission or board as a citizen during public comment. If a Town Council member appears before a commission or board as a citizen, comments ~~made~~ must be relative to the issue being discussed and may not refer to ~~use~~ their position as a Town Council member in making comments.
2. If a member of the Town Council appears before another government agency or organization to give a statement on an issue affecting the Town, the Town Council member ~~should~~ must first ~~include~~ provide the majority position and opinion of the Town Council. Personal opinions and comments may be expressed only if the Town Council member clarifies that the statements do not represent the position of the Town Council.

Revision History

Resolution 270-02	January 16, 2002	Adoption
Resolution 734-08	May 7, 2008	Public Comment Committee Appointments
Resolution 816-09	December 16, 2009	Various Amendments
Resolution 860-10	November 3, 2010	Tie Votes
Resolution 938-13	April 17, 2013	Committee Appointments
Resolution 971-13	December 4, 2013	Committee Appointments
Resolution 1052-15	May 20, 2015	Meeting Start Time Agenda Format
Resolution 1067-15	August 5, 2015	Litigation
Resolution 1066-15	September 2, 2015	Personnel Investigations
Resolution 1233-18	October 17, 2018	Committees
Resolution 1441-22	February 2, 2022	Various Amendments
Resolution 1233-18	October 17, 2018	Committees

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RESOLUTION 1441-22

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA ADOPTING REVISIONS TO THE TOWN COUNCIL POLICIES AND PROCEDURES HANDBOOK, INCLUDING THE ESTABLISHMENT OF ONE PHYSICAL POSTING LOCATION FOR ALL PUBLIC NOTICES FOR THE TOWN OF QUEEN CREEK.

WHEREAS, a Town Council Policies and Procedures Handbook was first adopted in 2002, and is to provide guidance to the Town Council and staff; and

WHEREAS, the Town Council Policies and Procedures Handbook was last amended in 2018, and revisions are necessary to provide clarification and reflect current Council policies; and

WHEREAS, A.R.S. § 9-801 *et. seq.* permits a municipality to enact provisions of a public record by reference;

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

Section 1: That a certain document known as the “Town Council Policies and Procedures” is hereby declared to be a public record and that a copy thereof shall be kept on file with the Town Clerk for public use and inspection.

Section 2: That the Town Council Policies and Procedures are hereby adopted by the Town of Queen Creek.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 2nd of February 2022..

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright, PLLC
Attorneys for the Town



TOWN OF
QUEEN CREEK
ARIZONA

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER

FROM: MARIA GONZALEZ CMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A CLASS "A" BINGO LICENSE APPLICATION FROM OVATION AT MERIDIAN COMMUNITY ASSOCIATION.

DATE: February 2, 2022

Suggested Action:

A recommendation of approval to the Arizona Department of Revenue for a Class "A" Bingo License submitted by Heather Blackwell on behalf of Ovation at Meridian Community Association.

Discussion:

Ms. Heather Blackwell, representing Ovation at Meridian Community Association, has submitted an application for a Class "A" Bingo License to be used at 39837 N. Maddox Road in Queen Creek. Games are planned to be held on Wednesdays at 6:00 p.m., exclusive to community members only.

Pursuant to A.R.S. 5-404(J), bingo licenses are regulated by the Arizona Department of Revenue (ADOR) - Bingo Section and require endorsements from the local governing body. A Class "A" licenses are designed for recreational and social purposes, returning all gross receipts to the players in prizes and cannot exceed \$75,000 per year in gross receipts.

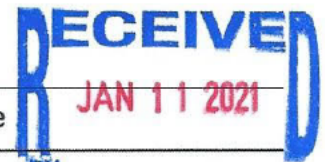
The Queen Creek Police Department was provided with a copy of the application for interview/investigation, and there were no concerns reported.

Alternatives:

Council could elect to forward a recommendation for disapproval to the Arizona Department of Revenue; however, the endorsement shall contain the specific reasons for disapproval.

Attachment(s):

1. [Bingo Application_Ovation_Redacted.pdf](#)
2. [QCPD Report - Ovation](#)



- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- All bingo licenses expire one year from the date of issue. To continue conducting live bingo games, you must renew your license prior to the expiration date pursuant to A.R.S. §§ 5-403(C) and 5-410.

1 Applicant's Name <i>Ovation at Meridian Community Association</i>	
2a Mailing Address <i>39837 N. Maddox Rd.</i>	
2b City <i>Queen Creek</i>	State ZIP Code <i>Az 85140</i>
3a Administrative Office Location <i>1600 W. Broadway Rd. Suite 200</i>	
3b City <i>Tempe</i>	State ZIP Code <i>Az 85282</i>
4a Name of Contact Person <i>Heather Blackwell</i>	4b Telephone No. [REDACTED]
4c E-mail Address [REDACTED]	4c Fax No. [REDACTED]

Falsification of information contained in this application constitutes a Class 6 felony.

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM

80 RCVD

- 5 Class B and Class C license applicants only:** If applying as a qualified organization, check one box to indicate the type of organization:

- ☐ Charitable
 ☐ Social
 ☐ Religious
 ☐ Veterans
☐ Fraternal
 ☐ Volunteer Fire Department
 ☐ Homeowners Association
 ☐ Nonprofit Ambulance Service

- 6 Class B and Class C license applicants only** applying as a qualified organization, **provide parent or auxiliary information:**

6a Parent Name	6b Auxiliary Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

- 7 Class B and Class C license applicants only** applying as a qualified organization, **list the current officers or Board of Directors of the organization:**

7a Name	7b Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code
7c Name	7d Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

- 8 Class B and Class C license applicants only:** Bingo checking account information:

Checking Account Number	Bank Name	Bank Branch
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Continued on page 2 →

Applicant's Name (as shown on page 1)

Oration at Meridian Community Association

APPLICATION FOR BINGO LICENSE

9 Class B and Class C license applicants only: Bingo interest-bearing account information:

Account Number	Bank Name	Bank Branch
----------------	-----------	-------------

10 Class B and Class C license applicants only: List all officers and/or supervisors authorized to sign checks from the accounts listed above. If applying as a qualified organization, all supervisors must be members of the applicant:

10a Name	10b Name
Title	Title

11 List the name(s) of the one or two persons who will serve as managers. If applying as a qualified organization, these persons must be members of the applicant. Each person must submit an affidavit.

11a Name Heather Blackwell	11b Name Amy Holland Gibbs
Title Lifestyle Director	Title Community Manager

12 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.

Name Lynne Dugan	Title Board President
---------------------	--------------------------

13 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person must be a member of the applicant. Each person must submit an affidavit. If additional names are required, please attach affidavits.

13a Name Heather Blackwell	13b Name
Title Lifestyle Director	Title

14 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person must be a member or new member of the applicant. Except for "Class A" licensees, each person must submit an affidavit.

14a Name	14b Name
14c Name	14d Name

15 Street address of the PHYSICAL location where live bingo will be played:

39837 N. Maddox Rd. Queen Creek Az 85140

16 Games of Bingo must not exceed 5 days a week. Indicate the time on each respective day that live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.
<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	6:00 <input checked="" type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.

Continued on page 3 →

Applicant's Name (as shown on page 1)

Ovation at Meridian Community Association

APPLICATION FOR BINGO LICENSE

17 Indicate the type of premises where bingo will be played. Check one box:

- a ☐ Neither rent nor mortgage will be paid from bingo funds.
- b ☐ Rented or leased. Attach rental affidavit and copy of rental agreement.

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

- c ☒ Owned solely by the organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Ovation at Meridian Community Association	39837 N. Maddox Rd.		
Telephone Number (with area code)	City	State	ZIP Code
480 977-1260	Queen Creek	Az	85140

- d ☐ Owned jointly with other organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

18 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

18a Name	18b Name
N/A	
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

Continued on page 4 →

Applicant's Name (as shown on page 1)

Ovation at Meridian Community Association

APPLICATION FOR BINGO LICENSE

19 Expected bingo expenses:

a Mortgage: \$0.00 per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

b Rent: \$0.00 per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

c Janitorial Services: \$0.00 per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

d Accounting Services: \$0.00 per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

e Security Services: \$0.00 per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

f Bingo Supplies: \$250.00 per Year

Payable to Abbott Bingo Products	Address – Number and Street, Rural Rt., Apt. No. 58 Randolph St.		
Telephone number (with area code) 781-331-2030	City Weymouth	State MA	ZIP Code 02190

20 Who is your live bingo supplier? (For all bingo supplies). Do you foresee purchasing/renting machines as "technological aids for your live bingo games?"

N/A

Continued on page 5 →

Applicant's Name (as shown on page 1)

Ovation at Meridian Community Association

APPLICATION FOR BINGO LICENSE

I, Lynne M. Dugan, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

[Redacted Signature]

12.17.21

President

APPLICANT'S SIGNATURE

DATE

TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007
☎ (602) 716-7801

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

☐ Approved

☐ Disapproved

☐ Class A License

☐ Class B License

☐ Class C License

Reviewer's Name (please print)

Date

License Number

Effective Date

Expiration Date

**Arizona Form
830**

Affidavit

Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>Ovation at Meridian Community Association</u>		License Number 	
Position (check the appropriate boxes): <input type="checkbox"/> Manager <input type="checkbox"/> Supervisor <input type="checkbox"/> Proceed Coordinator <input type="checkbox"/> Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
Affiant's Name <u>Lynne Dugan</u>		Date of Birth 	
Social Security Number 			
Address 			
City <u>Phoenix</u>	State <u>AZ</u>	ZIP Code <u>85050</u>	
Home Phone No. (with area code) <u>NA</u>		Work Phone No. (with area code) 	
		81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Joined Organization
Officers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Officer Title
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", list license number(s):	

I, Lynne M. Dugan, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

Date

Please mail to:
 Arizona Department of Revenue
 1600 W Monroe Street, Division Code 22
 Phoenix, AZ 85007

☎ (602) 716-7801

Print Form

**Arizona Form
830**

Affidavit

Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>OVATION AT MERIDIAN Community Assoc.</u>		License Number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Position (check the appropriate boxes): <input checked="" type="checkbox"/> Manager <input type="checkbox"/> Supervisor <input type="checkbox"/> Proceed Coordinator <input type="checkbox"/> Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
Affiant's Name <u>Amy Holland - GIBBS</u>			
Social Security Number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Date of Birth <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
Address <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
City <u>STV</u>	State <u>AZ</u>	ZIP Code <u>85143</u>	
Home Phone No. (with area code) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Work Phone No. (with area code) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

If licensee is a qualified organization, complete the following section:

Member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Joined Organization <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Officers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Officer Title <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", list license number(s):	

I, Amy Holland GIBBS, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

Date

Please mail to:
 Arizona Department of Revenue
 1600 W Monroe Street, Division Code 22
 Phoenix, AZ 85007

☎ (602) 716-7801

Print Form

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>Ovation at Meridian Community Association</u>		License Number	
Position (check the appropriate boxes): <input type="checkbox"/> Manager <input checked="" type="checkbox"/> Supervisor <input type="checkbox"/> Proceed Coordinator <input type="checkbox"/> Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name <u>Heather Blackwell</u>			
Social Security Number	Date of Birth		
Address			
City <u>Mesa</u>	State <u>AZ</u>	ZIP Code <u>85210</u>	
Home Phone No. (with area code)	Work Phone No. (with area code)		
		81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Joined Organization
Officers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Officer Title
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", list license number(s):	

I, Heather Blackwell, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

10/10/21 12/10/21
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

(602) 716-7801

Print Form



QUEEN CREEK POLICE DEPARTMENT BACKGROUND INVESTIGATION REPORT **EVENT LICENSING**

APPLICANT: Ovation at Meridian Community Association
License Type: Bingo (reoccurring)
INVESTIGATOR: Sgt. R Klix #1149

PARTIES/ENTITIES INVOLVED

Ovation at Meridian Community Association
Heather Blackwell-Lifestyle Director
Amy Holland Gibbs-Community Manager
Lynne Dugan-Board President

INVESTIGATION

A Arizona Department of Revenue request for Bingo Licensing packet was received for Ovation at Meridian Community Association. The location is 39837 N Maddox, Queen Creek AZ 85142. The agent for the application is the Lifestyle Director, Heather Blackwell. The Community Manager is Amy Holland Gibbs.

A review of the application materials was conducted prior to accessing open source database searches. No concerning information was disclosed in the packet.

A comprehensive open source database search was conducted on the parties and entities listed in the application. There were no concerns or negative history revealed during the database searches.

The address of the events was confirmed. The community, Ovation at Meridian is a newer build age restricted community for 55+. The community began in 2019 and is in the active building phase and includes a number of completed homes which are occupied. The community maintains a community center and pool. The community center is where the Bingo games will take place on Wednesday evenings. It is being offered in addition to other activities at the center and are exclusive to community members only. The general public are not able to participate in the activities including Bingo. Revenue earned from the Bingo will be at use of the Community Association.

CONCLUSION

The investigation and review of the Bingo application submitted for Ovation at Meridian Community Association did not reveal and derogatory or negative information on the entities and parties involved with the operation of Bingo games. There is no information which would prevent or disqualify Ovation at Meridian Community Association from receiving approval to move forward with licensing.



TOWN OF
QUEEN CREEK
ARIZONA

9.B

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER

FROM: MARIA GONZALEZ CMC, TOWN CLERK

RE: CONSIDERATION AND POSSIBLE RECOMMENDATION OF APPROVAL ON A NEW SERIES 9 LIQUOR STORE LICENSE APPLICATION SUBMITTED BY MICHAEL JOSEPH BASHA ON BEHALF OF BASHAS #46 LOCATED AT 23760 S POWER ROAD, QUEEN CREEK.

DATE: February 2, 2022

Suggested Action:

To forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control on the Series 9 Liquor Store license application submitted by Michael Joseph Basha on behalf of Bashas #46 located at 23760 S Power Road, Queen Creek.

Discussion:

The Town Clerk's Office received a liquor license application for a new Series 9 Liquor Store license application submitted by Michael Joseph Basha on behalf of Bashas #46 located at 23760 S Power Road, Queen Creek.

The application was posted at the location on January 10, 2022, and the required 20-day posting period expired on January 30, 2022. No comments or protests from the public have been received. The Queen Creek Police Department was provided with a copy of the application for interview/investigation, and there were no concerns reported.

Alternatives:

Council could elect to forward a recommendation for denial to the Department of Liquor Licenses and Control for their consideration, but must include specific details to the recommendation for denial.

Attachment(s):

1. [Local Governing Body Report](#)
2. [QCPD Report - Bashas](#)

State of Arizona
Department of Liquor Licenses and Control

Created 12/11/2021 @ 08:45:19 AM

Local Governing Body Report

LICENSE

Number:	09070121	Type:	009 LIQUOR STORE
Name:	BASHAS #46		
State:	Pending		
Issue Date:		Expiration Date:	12/31/2021
Original Issue Date:	03/12/1982		
Location:	23760 S POWER ROAD QUEEN CREEK, AZ 85242 USA		
Mailing Address:			
Phone:	(480)279-5700		
Alt. Phone:	(480)940-2224		
Email:			

Currently, this license has pending applications.

AGENT

Name:	MICHAEL JOSEPH BASHA
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(480)940-6722
Alt. Phone:	
Email:	MBASHA@BASHAS.COM

OWNER

Name:	RALEY'S ARIZONA LLC	
Contact Name:	MICHAEL JOSEPH BASHAA	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23250789	State of Incorporation: AZ
Incorporation Date:	07/22/2021	
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA	
Phone:	(480)940-6722	
Alt. Phone:		
Email:	MBASHA@BASHAS.COM	

Officers / Stockholders

Name:	Title:	% Interest:
RALEY'S HOLDING COMPANY	MEMBER	100.00

KENNETH CARROL MUELLER
HELEN SOFIA SINGMASTER
KEITH EDWARD KNOPF

CFO
Secretary
PRESIDENT, CEO

RALEY'S ARIZONA LLC - Secretary
RALEY'S HOLDING COMPANY - Secretary

Name: HELEN SOFIA SINGMASTER
Gender: Female
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)373-6394
Alt. Phone:
Email: HSINGMAS@RALEYS.COM

RALEY'S ARIZONA LLC - PRESIDENT, CEO
RALEY'S HOLDING COMPANY - PRSEIDENT, CEO

Name: KEITH EDWARD KNOPF
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (262)951-6862
Alt. Phone:
Email: KKNOPF@RALEYS.COM

RALEY'S ARIZONA LLC - CFO
RALEY'S HOLDING COMPANY - CFO

Name: KENNETH CARROL MUELLER
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)479-3924
Alt. Phone:
Email: KMUELLER@RALEYS.COM

RALEY'S ARIZONA LLC - MEMBER

Name: RALEY'S HOLDING COMPANY
Contact Name: MICHAEL JOSEPH BASHA
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (480)940-6722
Alt. Phone:
Email: MBASHA@BASHAS.COM

RALEY'S HOLDING COMPANY -

Name: MICHAEL J. TEEL SEPERATE PROPERTY TRUST
Contact Name: MICHAEL JOSEPH BASHA
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 488
CHANDLER, AZ 85244
USA
Phone: (480)940-6722
Alt. Phone:
Email: MBASHA@BASHAS.COM

MICHAEL J. TEEL SEPERATE PROPERTY TRUST - TRUSTEE

Name: MICHAEL JAMES TEEL
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85244
USA
Phone: (916)373-3333
Alt. Phone:
Email: MTEEL@RALEYS.COM

MANAGERS

Name: JENNIFER KALEST THEEL WARNER
Gender: Female
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (503)477-3307
Alt. Phone:
Email: JWARNER3@RALEY.S.COM

Name: KENNETH CARROL MUELLER
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)479-3924
Alt. Phone:
Email: KMUELLER@RALEYS.COM

Name: KEITH EDWARD KNOPF
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (262)951-6862
Alt. Phone:
Email: KKNOPF@RALEYS.COM

APPLICATION INFORMATION

Application Number: 169811
Application Type: Owner Transfer
Created Date: 11/19/2021



QUESTIONS & ANSWERS

009 Liquor Store

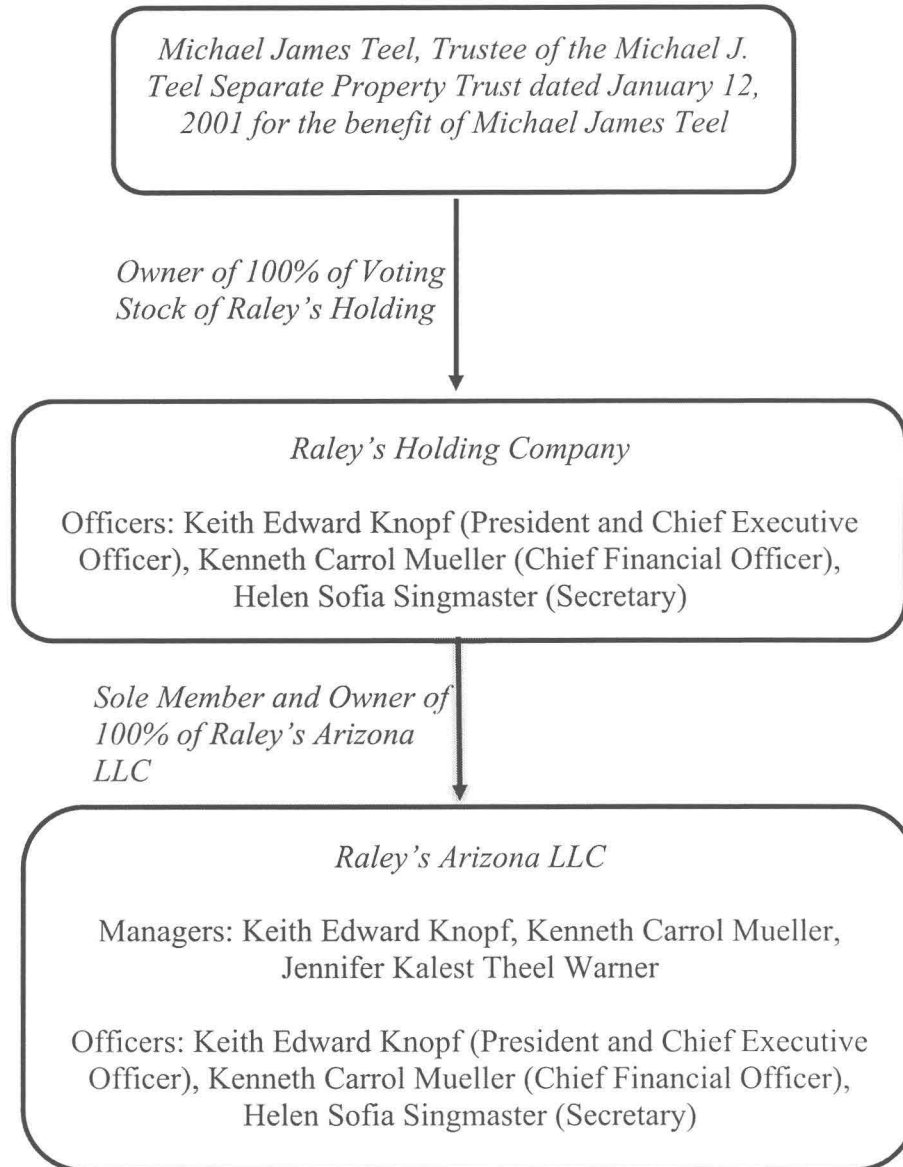
- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 8) Did the Premises phone number change?
No
- 10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
Nearest School: Benjamin Franklin Charter School, 22951 S. Power Rd., Queen Creek, AZ 85142 - 3,042 feet
Nearest Church: Rock Point Church, 24759 S. Power Rd., Queen Creek, AZ 85142 - 3,378 feet
- 11) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 12) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Standard contract remedies for damages against the tenant.
- 13) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
Total for Entire Consolidated Business Operations of Raley's Holding Company: \$500,000,000
(Wells Fargo Bank, NA, 400 Capitol Mall, Suite 700, Sacramento, CA 95814)
- 14) Is there a drive through window on the premises?
No

- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet
NA
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
NA

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	Alien Status Form - Michael Basha - Executed.pdf	11/19/2021
ALIEN STATUS	Alien Status Form - Michael Teel - Executed.pdf	11/19/2021
MISCELLANEOUS	Bill of Sale - Executed.pdf	11/19/2021
ORGANIZATIONAL DOCUMENTS	Filed and Approved Articles of Organization for Raley's Arizona LLC 4836-6730-6483_1.pdf	11/19/2021
INTERIM PERMIT (INP) NOTARY PAGE	Interim Permit Notary Page - Bashas' #46 - License No. 09070121.pdf	11/19/2021
MISCELLANEOUS	Organizational Chart.pdf	11/19/2021
QUESTIONNAIRE	Questionnaire - Helen Singmaster - Bashas #46 - (License No. 09070121).pdf	11/19/2021
QUESTIONNAIRE	Questionnaire - Jennifer Warner - Bashas #46 - (License No. 09070121).pdf	11/19/2021
QUESTIONNAIRE	Questionnaire - Keith Knopf - Bashas #46 - (License No. 09070121).pdf	11/19/2021
QUESTIONNAIRE	Questionnaire - Kenneth Mueller - Bashas #46 - (License No. 09070121).pdf	11/19/2021
QUESTIONNAIRE	Questionnaire - Michael Basha - Bashas #46 - (License No. 09070121).pdf	11/19/2021
QUESTIONNAIRE	Questionnaire - Michael Teel - Bashas #46 - (License No. 09070121).pdf	11/19/2021
DIAGRAM/FLOOR PLAN	Site Plan - Bashas' #46 - License No. 09070121.pdf	11/19/2021
MISCELLANEOUS	Training Certificates - Michael Basha.pdf	11/19/2021

Organizational Chart



Name (Last, First, Middle)	Title	Mailing Address (City, State, Zip)
Teel, Michael James	Owner	500 West Capitol Avenue, West Sacramento, CA 95605
Knopf, Keith Edward	President and Chief Executive Officer (Raley's Holding Company) Manager, President, and Chief Executive Officer (Raley's Arizona LLC)	500 West Capitol Avenue, West Sacramento, CA 95605
Mueller, Kenneth Carrol	Chief Financial Officer (Raley's Holding Company) Manager and Chief Financial Officer (Raley's Arizona LLC)	500 West Capitol Avenue, West Sacramento, CA 95605
Warner, Jennifer Kalest Theel	Manager (Raley's Arizona LLC)	500 West Capitol Avenue, West Sacramento, CA 95605
Singmaster, Helen Sofia	Secretary (Raley's Holding Company, Raley's Arizona LLC)	500 West Capitol Avenue, West Sacramento, CA 95605

BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

*****TEN DOLLARS AND NO CENTS***** lawful currency of the United States of America, and other good and valuable consideration, receipt of which is hereby acknowledged, the SELLER:

BASHAS' INC., an Arizona corporation, hereby grants, bargains, sells, and transfers unto the BUYER:


RALEY'S ARIZONA LLC, an Arizona limited liability company, and its successors or assigns, to have and to hold forever, the following described personal property, goods and chattels:

Those certain Arizona liquor licenses set forth in Exhibit A hereto.

FURTHERMORE, Seller warrants that it is the lawful owner of said goods and hereby certifies, under oath, that it has good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens, and other encumbrances whatsoever. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: October 14, 2021

Bashas' Inc., an Arizona corporation


Edward Najeeb Basha III, President

STATE OF ARIZONA

)

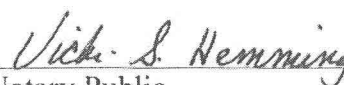
)

ss.

COUNTY OF Maricopa

)

The foregoing instrument was acknowledged before me, a notary public, this 14th day of October, 2021, by Edward Najeeb Basha III, as President of Bashas' Inc., an Arizona corporation.


Notary Public

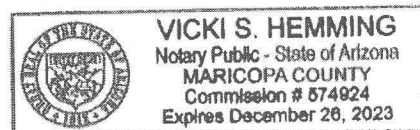


Exhibit A

Arizona Liquor Licenses

Liquor License Number
09070044
09070478
09110051
09070033
09070032
09070039
09070034
09070741
09070027
09030045
09110023
09070045
09070046
09130003
09080004
09130004
09050015
09070652
09070691
09070121
09070759
09070052
09070038
09130005
09070054
09100144
09090005
09040033
09070260
09070666
09120003
09070031
07070156
09070258
09070253
07070287
09150005

Liquor License Number
09070271
09030017
09100231
09100028
09070042
09070354
09100215
09100030
9110056
09110052
09074000
07070774
09070387
09090037
09070259
07070095
09070342
09130018
09060012
09070700
09070644
09070415
09070003
09100131
09070395
09070651
09070737
09070255
09070269
09080019
09110004
09070473
09020058
09070037
09140038
09080003
09079018
09079017
09070030
09010024

Liquor License Number
07103001
09109002
09070656
09140004
09140046
09070060
09070374
09070117
09100225
09070119
09100233
09070239
09100021
09070372
09070404
09070616
09070632
09070631
09070643
09070647
09070705
09100032
09070132
09070660
09070659
09100088
09070459
09070618
09100242
09100035
09070015
09070035
07073603



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 DEC 3 11:11 AM '20
FOR DLIC USE ONLY

INP number:	010016484
Date Approved:	12-14-21
Expiration:	03-29-21
CSR:	JB
Fee:	\$100.00

Interim Permit (INP) Notary Page

For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. § 4-203.01 (A)

1. Enter license number currently at the location: 09070121

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? _____

NOTARY

I (Print Full Name) MICHAEL JOSEPH BASHA hereby declare that I am the Individual Owner, Agent, or Controlling Person on the stated license and location.

Signature: [Signature]

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on: 6/24/24
Date

15 Day of October 2021
Day Month Year



MARILYN CHAPMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 582792
Expires June 24, 2024

[Signature]
Signature of Notary

State of Arizona
Department of Liquor Licenses and Control

Created 12/14/2021 @ 02:27:26 PM

Local Governing Body Report

LICENSE

Number:	INP070016484	Type:	INP INTERIM PERMIT
Name:	BASHAS #46		
State:	Active		
Issue Date:	12/14/2021	Expiration Date:	03/29/2022
Original Issue Date:	12/14/2021		
Location:	23760 S POWER ROAD QUEEN CREEK, AZ 85242 USA		
Mailing Address:			
Phone:	(480)279-5700		
Alt. Phone:	(480)940-2224		
Email:			

AGENT

Name:	MICHAEL JOSEPH BASHA
Gender:	Male
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA
Phone:	(480)940-6722
Alt. Phone:	
Email:	MBASHA@BASHAS.COM

OWNER

Name:	RALEY'S ARIZONA LLC		
Contact Name:	MICHAEL JOSEPH BASHAA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23250789	State of Incorporation:	AZ
Incorporation Date:	07/22/2021		
Correspondence Address:	PO BOX 488 CHANDLER, AZ 85224 USA		
Phone:	(480)940-6722		
Alt. Phone:			
Email:	MBASHA@BASHAS.COM		

Officers / Stockholders

Name:	Title:	% Interest:
RALEY'S HOLDING COMPANY	MEMBER	100.00

KENNETH CARROL MUELLER
HELEN SOFIA SINGMASTER
KEITH EDWARD KNOPF

CFO
Secretary
PRESIDENT, CEO

RALEY'S ARIZONA LLC - Secretary
RALEY'S HOLDING COMPANY - Secretary

Name: HELEN SOFIA SINGMASTER
Gender: Female
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)373-6394
Alt. Phone:
Email: HSINGMAS@RALEYS.COM

RALEY'S ARIZONA LLC - PRESIDENT, CEO
RALEY'S HOLDING COMPANY - PRSEIDENT, CEO

Name: KEITH EDWARD KNOPF
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (262)951-6862
Alt. Phone:
Email: KKNOPF@RALEYS.COM

RALEY'S ARIZONA LLC - CFO
RALEY'S HOLDING COMPANY - CFO

Name: KENNETH CARROL MUELLER
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)479-3924
Alt. Phone:
Email: KMUELLER@RALEYS.COM

RALEY'S ARIZONA LLC - MEMBER

Name: RALEY'S HOLDING COMPANY
Contact Name: MICHAEL JOSEPH BASHA
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (480)940-6722
Alt. Phone:
Email: MBASHA@BASHAS.COM

RALEY'S HOLDING COMPANY -

Name: MICHAEL J. TEEL SEPERATE PROPERTY TRUST
Contact Name: MICHAEL JOSEPH BASHA
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 488
CHANDLER, AZ 85244
USA
Phone: (480)940-6722
Alt. Phone:
Email: MBASHA@BASHAS.COM

MICHAEL J. TEEL SEPERATE PROPERTY TRUST - TRUSTEE

Name: MICHAEL JAMES TEEL
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85244
USA
Phone: (916)373-3333
Alt. Phone:
Email: MTEEL@RALEYS.COM

MANAGERS

Name: JENNIFER KALEST THEEL WARNER
Gender: Female
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (503)477-3307
Alt. Phone:
Email: JWARNER3@RALEY.S.COM

Name: KENNETH CARROL MUELLER
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)479-3924
Alt. Phone:
Email: KMUELLER@RALEYS.COM

Name: KEITH EDWARD KNOPF
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (262)951-6862
Alt. Phone:
Email: KKNOPF@RALEYS.COM

APPLICATION INFORMATION

Application Number: 169833
Application Type: New Application
Created Date: 11/19/2021

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
- 2) Is the license currently in use?
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 DEC 3 11:41 AM 150

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070121

1. Check the
Appropriate
Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: BASHA, MICHAEL JOSEPH Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: AZ

4. Place of birth: PHOENIX, AZ USA Height: 5'7" Weight: 160 Eyes: BRN Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: N/A Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: [REDACTED]

7. Daytime telephone number: 480-940-6722 E-mail address: mbasha@bashas.com

8. Business Name: Bashas #46 Business Phone: 480/279/5700

9. Business Location Address: 23760 S. Power Road, Queen Creek, AZ, Maricopa County, 85142
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
7/1983	CURRENT	VP, RETAIL GROCERY	BASHAS' INC., 22402 S. BASHA ROAD, CHANDLER, AZ 85248

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
12/12	CURRENT	16213 S 29TH DRIVE, PHOENIX, AZ 85048

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) MICHAEL JOESPH BASHA hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 6/24/24

10th Day of November 2021



MARILYN CHAPMAN
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 582792
Expires June 24, 2024

[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

*21 DEC 3 11:41 PM 150

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) MICHAEL JOSEPH BASHA

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City PHOENIX State (or equivalent) ARIZONA Country or Territory MARICOPA

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: ARIZONA DRIVER'S LICENSE
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION DEC 3 11:47 AM 150

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☒ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

MICHAEL JOSEPH BASHA

Individual Owner/Agent Printed Name



Individual Owner/Agent Signature

10/13/21
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'21 DEC 3 Lir, Lic. PM 1:50

Arizona DRIVER LICENSE USA

9 CLASS D 4d DL
2s END NONE 3 DO
12 REST B

1 BASHA
2 MICHAEL JOSEPH
3 16213 S 29TH DR
PHOENIX, AZ 85045-2279

4b EXP 12/05/2027 4a ISS 12/05/2019
15 SEX M 18 EYES BRO
16 HGT 5-07 19 HAIR BRO
17 WGT 150 lb

DONOR 

5 DD 6102CB697B1421M6



CLASS: D-Operator
ENDORSEMENTS: None

RESTRICTIONS:
B-Corrective Lense Must Be Worn

Rev. #2/14/2014

You Must Report a
Change of Address
Within 10 Days

19336/AZ00201 326301



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070121

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: Warner, Jennifer Kalest Theel Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security: [REDACTED] Driver License: [REDACTED] State: Oregon

4. Place of birth: Salt Lake City, UT, USA Height: 6'0" Weight: 140 Eyes: GR Hair: BR
City State COUNTRY (not county)

5. Name of current/most recent spouse: Frey, Cara Jennifer Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (503) 477-3307 E-mail address: jwarner3@raleys.com

8. Business Name: Bashas #46 Business Phone: 480 / 279 / 5700

9. Business Location Address: 23760 S. Power Road, Queen Creek, AZ, Maricopa County, 85142
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
5/2020	CURRENT	Chief Administrative Officer	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95606
3/2020	5/2020	Unemployed	2122 NE Alameda Street, Portland, OR 97212
12/2017	3/2020	Vice President of Legal	Columbia Sportswear, 14375 NW Science Park Drive, Portland, OR 97229
12/2016	12/2017	Chief Development Officer	Tangible Law, 2122 NE Alameda Street, Portland, OR 97212
5/2011	12/2016	Global Chief Compliance Officer and General Counsel, Americas	XPO (Formerly Con-way), 1717 Northwest 21st Avenue, Portland, OR 97209

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

21 DEC 3 Lir. Lic. #1150

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/2020	CURRENT	600 Shangri Lane, Sacramento CA 95825
5/2020	8/2020	1827 J Street, Sacramento, CA 95825
12/2016	Current	2122 NE Alameda Street, Portland, OR 97212
10/2004	12/2016	3605 NE 16th Avenue, Portland, OR 97212

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Jennifer Kalest Theel Warner hereby declare that I am the Agent/ Controlling Person Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date

Day of _____, _____ Year

See attached
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

On _____ before me, Gail A. Davis, Notary Public

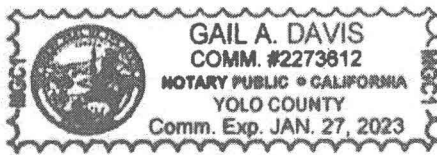
Date

Here Insert Name and Title of the Officer

personally appeared Jennifer Kalest Theel Warner

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Questionnaire - Arizona Dept. of Higher Licenses and

Document Date: _____ Number of Pages: Control

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

Questionnaire – Signed Statement in Response to Question 18

As a controlling person for Raley's, I hereby disclose the following information with respect to Question 18 of my Arizona Department of Liquor Licenses and Control Questionnaire. I provide this information following due inquiry and diligence into Raley's compliance history with respect to its approximately 126 supermarkets located throughout California and Nevada. Notwithstanding my role as a "controlling person" for Raley's or its affiliates, I was not personally involved with any of the alleged actions or inactions resulting in the suspensions, stayed suspensions, or payments in lieu of suspensions described below.

Raley's Store #120 (Tonopah, Nevada): On July 7, 2020, the Nye County, Nevada Licensing and Liquor Board issued a suspension commencing July 17, 2020 of the Nye County Liquor License for Raley's Store #120, located at 1201 S. Main St., Tonopah, Nevada 89049, due to nonpayment of the required license renewal fees. On or before July 9, 2020, Raley's provided payment of \$200.00 in satisfaction of the past due balance owed, resulting in the reinstatement of the liquor license on approximately July 21, 2020. To my knowledge, the matter is now closed.

Raley's Store #119 (Lake Tahoe, California): In or around December 4, 2019, the California Department of Alcohol Beverage Control ("CABC") alleged that Raley's Store #119, located at 4000 Lake Tahoe Boulevard, Suite 6, South Lake Tahoe, California 96150, improperly received gifts, free goods, and other items of value from a supplier between April 28, 2018 and July 12, 2018 in violation of California law. On October 6, 2020, the CABC issued an order granting a compromise consisting of payment of a \$3,000 fine in lieu of serving a suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around September 27, 2019, the CABC in conjunction with the Sacramento Police Department, cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around August 3, 2020, the CABC issued an order granting a compromise that imposed a \$20,000 fine and permanently staying a 15-day suspension of the location's California liquor license. To my knowledge, the matter is now closed.

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Raley's Store #448 (West Sacramento, California): In or around August 21, 2019, the CABC cited Raley's Store #448, located at 1601 West Capitol Avenue, West Sacramento, California 95691, for the sale of alcohol to a minor decoy. In or around November 15, 2019, the CABC issued a stipulated decision imposing a 5-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #227 (Roseville, California): In or around May 16, 2018, the CABC cited Raley's Store #227, located at 1915 Douglas Blvd., Roseville, California 95661, for the sale of alcohol to a minor decoy. In or around September 4, 2018, the CABC issued a stipulated decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #213 (Grass Valley, California): In or around April 30, 2018, the CABC cited Raley's Store #213, located at 692 Freeman Lane, Grass Valley, California 95949, for the sale of alcohol to a minor decoy. In or around April 18, 2019, the CABC issued an order imposing a \$3,000 fine in lieu of any suspension. To my knowledge, the matter is now closed.

Bel Air Store #510 (Sacramento, California): In or around April 14, 2018, the CABC cited Bel Air Store #510, located at 1540 West El Camino Avenue, Sacramento, California 95833, for the sale of alcohol to a minor decoy. In or around July 11, 2018, the CABC and Raley's agreed to a stipulated suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #309 (Merced, California): In or around November 10, 2017, the CABC cited Raley's Store #309, located at 3550 North G Street, Merced, California 95348, for the sale of alcohol to a minor decoy. In or around April 23, 2018, the CABC issued an order imposing a \$3,000 fine in lieu of a license suspension. To my knowledge, the matter is now closed.


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Raley's Store #249 (Chico, California): In or around May 5, 2017, the CABC cited Raley's Store #249, located at 2485 Notre Dame Boulevard, Chico, California 95928, for the sale of alcohol to a minor decoy. In or around September 11, 2017, the CABC issued a decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Doing Business as Aisle 1 Fuel Station #450 (Folsom, California): In or around November 10, 2016, the CABC cited Aisle 1 Fuel Station #450, located at 25045 Blue Ravine Rd., Folsom, California 95630, for the sale of alcohol to a minor decoy. In or around March 2, 2017, the CABC issued an order imposing a \$5,810.13 fine in lieu of a suspension of the location's California liquor license. To my knowledge, the matter is now closed. Raley's no longer own this fuel station.

Raley's Store #443 (Elk Grove, California): In or around September 15, 2016, the CABC cited Raley's Store #443, located at 4900 Elk Grove Boulevard, Elk Grove, California 95758, for the sale of a minor decoy. In or around February 8, 2017, the CABC issued an order imposing a \$20,000 fine and a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com or (602) 382-6579), if you require any further information regarding this response.



Signature

Jennifer Warner

Printed Name

10/11/21

Date



21 DEC 3 11:41 PM 151

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070121

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Singmaster, Helen Sofia Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License: [REDACTED] State: California

4. Place of birth: Rio Piedras, Puerto Rico, U.S.A. Height: 5'7" Weight: 165 Eyes: Blue Hair: Brown
City State COUNTRY (not county)

5. Name of current/most recent spouse: Kelly, Paul Roger Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (916) 373-6394 E-mail address: hsingmas@raleys.com

8. Business Name: Bashas #46 Business Phone: 480 / 279 / 5700

9. Business Location Address: 23760 S. Power Road, Queen Creek, AZ, Maricopa County, 85142
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
4/2000	CURRENT	Vice President, General Counsel, and Secretary	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D) '21 DEC 3 Lique. Lic. PM 1-51

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
1/2003	CURRENT	2136 Dinosaur Place, Davis, CA 95616

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Helen Sofia Singmaster hereby declare that I am the Agent Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Helen Sofia Singmaster

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date

_____ Day of _____ Month _____ Year

See attached
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

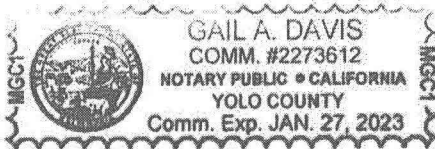
State of California

County of Yolo

On October 11, 2021 before me, Gail A. Davis, Notary Public
Date Here Insert Name and Title of the Officer

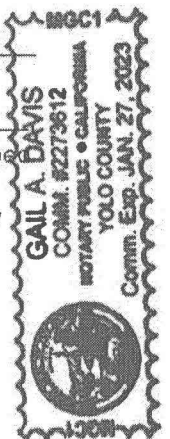
personally appeared Helen Sofia Sigmaster
Name(s) of Signer(s)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Questionnaire - Arizona Dept. of Liquor Licenses and

Document Date: _____ Number of Pages: Control

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer - Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

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Signer is Representing: _____

Questionnaire – Signed Statement in Response to Question 18

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'21 DEC 3 10:41 PM 151

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Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com or (602) 382-6579), if you require any further information regarding this response.


Signature

Helen Singmaster
Printed Name

10/11/21
Date



21 DEC 3 1997 L.L. PH 151

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070121

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Knopf, Keith Edward Birth Date: [REDACTED] (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: California

4. Place of birth: Saint Louis County, MO, USA Height: 5'11" Weight: 186 Eyes: Brown Hair: [REDACTED]

5. Name of current/most recent spouse: Knopf, Deborah Sue Birth Date: [REDACTED] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (262) 951-6862 E-mail address: kknopf@raleys.com

8. Business Name: Bashas #46 Business Phone: 480 / 279 / 5700

9. Business Location Address: 23760 S. Power Road, Queen Creek, AZ, Maricopa County, 85142

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
9/2018	CURRENT	Chief Executive Officer	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605
2/2017	9/2018	President	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605
5/2015	2/2017	Chief Operations Officer	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D) '21 DEC 3 Lic. Lic. #1151

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
5/2015	CURRENT	4630 Carmen Drive, El Dorado Hills, CA 95762

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Keith Edward Knopf hereby declare that I am the Agent, Controlling Person Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____ Date

Day of _____ Month _____ Year

See attached

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

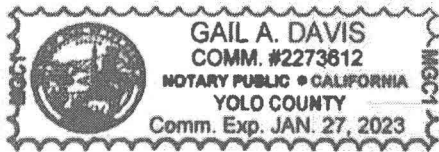
State of California

County of Yolo

On October 11, 2021 before me, Gail A. Davis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Keith Edward Knopf
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Questionnaire - Arizona Dept. of Higher Education and

Document Date: _____ Number of Pages: (intra)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Questionnaire – Signed Statement in Response to Question 18

As a controlling person for Raley's, I hereby disclose the following information with respect to Question 18 of my Arizona Department of Liquor Licenses and Control Questionnaire. I provide this information following due inquiry and diligence into Raley's compliance history with respect to its approximately 126 supermarkets located throughout California and Nevada. Notwithstanding my role as a "controlling person" for Raley's or its affiliates, I was not personally involved with any of the alleged actions or inactions resulting in the suspensions, stayed suspensions, or payments in lieu of suspensions described below.

Raley's Store #120 (Tonopah, Nevada): On July 7, 2020, the Nye County, Nevada Licensing and Liquor Board issued a suspension commencing July 17, 2020 of the Nye County Liquor License for Raley's Store #120, located at 1201 S. Main St., Tonopah, Nevada 89049, due to nonpayment of the required license renewal fees. On or before July 9, 2020, Raley's provided payment of \$200.00 in satisfaction of the past due balance owed, resulting in the reinstatement of the liquor license on approximately July 21, 2020. To my knowledge, the matter is now closed.

Raley's Store #119 (Lake Tahoe, California): In or around December 4, 2019, the California Department of Alcohol Beverage Control ("CABC") alleged that Raley's Store #119, located at 4000 Lake Tahoe Boulevard, Suite 6, South Lake Tahoe, California 96150, improperly received gifts, free goods, and other items of value from a supplier between April 28, 2018 and July 12, 2018 in violation of California law. On October 6, 2020, the CABC issued an order granting a compromise consisting of payment of a \$3,000 fine in lieu of serving a suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around September 27, 2019, the CABC in conjunction with the Sacramento Police Department, cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around August 3, 2020, the CABC issued an order granting a compromise that imposed a \$20,000 fine and permanently staying a 15-day suspension of the location's California liquor license. To my knowledge, the matter is now closed.

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Raley's Store #448 (West Sacramento, California): In or around August 21, 2019, the CABC cited Raley's Store #448, located at 1601 West Capitol Avenue, West Sacramento, California 95691, for the sale of alcohol to a minor decoy. In or around November 15, 2019, the CABC issued a stipulated decision imposing a 5-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #227 (Roseville, California): In or around May 16, 2018, the CABC cited Raley's Store #227, located at 1915 Douglas Blvd., Roseville, California 95661, for the sale of alcohol to a minor decoy. In or around September 4, 2018, the CABC issued a stipulated decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #213 (Grass Valley, California): In or around April 30, 2018, the CABC cited Raley's Store #213, located at 692 Freeman Lane, Grass Valley, California 95949, for the sale of alcohol to a minor decoy. In or around April 18, 2019, the CABC issued an order imposing a \$3,000 fine in lieu of any suspension. To my knowledge, the matter is now closed.

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Raley's Store #249 (Chico, California): In or around May 5, 2017, the CABC cited Raley's Store #249, located at 2485 Notre Dame Boulevard, Chico, California 95928, for the sale of alcohol to a minor decoy. In or around September 11, 2017, the CABC issued a decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Doing Business as Aisle 1 Fuel Station #450 (Folsom, California): In or around November 10, 2016, the CABC cited Aisle 1 Fuel Station #450, located at 25045 Blue Ravine Rd., Folsom, California 95630, for the sale of alcohol to a minor decoy. In or around March 2, 2017, the CABC issued an order imposing a \$5,810.13 fine in lieu of a suspension of the location's California liquor license. To my knowledge, the matter is now closed. Raley's no longer own this fuel station.

Raley's Store #443 (Elk Grove, California): In or around September 15, 2016, the CABC cited Raley's Store #443, located at 4900 Elk Grove Boulevard, Elk Grove, California 95758, for the sale of a minor decoy. In or around February 8, 2017, the CABC issued an order imposing a \$20,000 fine and a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com or (602) 382-6579), if you require any further information regarding this response.



Signature

Keith E. Knopf

Printed Name

10/11/21

Date



21 DEC 3 11:47 PM 151

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A **BLUE OR BLACK LINED** FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 09070121

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Teel, Michael James Birth Date: [REDACTED] (NOT a public record)

3. Social Security: [REDACTED] Driver License: [REDACTED] State: Nevada

4. Place of birth: Sacramento, CA, U.S.A. Height: 5'6" Weight: 152 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: Teel, Julie Rollofson Birth Date: [REDACTED] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (916) 373-3333 E-mail address: mteel@raleys.com

8. Business Name: Bashas #46 Business Phone: 480 / 279 / 5700

9. Business Location Address: 23760 S. Power Road, Queen Creek, AZ, Maricopa County, 85142

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
1/2010	CURRENT	Chairman	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95606

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D) '21 DEC 3 11a. Lic. #1151

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/2020	CURRENT	20 Crystal Drive, Crystal Bay, NV 89402
11/1999	8/2020	4100 Folsom Blvd #10B, Sacramento, CA 95819

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

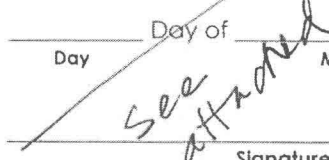
I (Print Full Name) Michael James Teel hereby declare that I am the Agent/ Controlling Person Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: 

State of _____ County of _____
The foregoing Instrument was acknowledged before me this

My Commission Expires on: _____
Date

_____ Day of _____
Day Month Year


Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

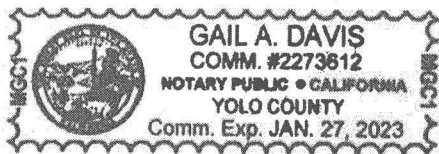
State of California

County of Yolo }

On October 14, 2021 before me, Gail A. Davis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael James Teel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gail A. Davis
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Questionnaire - Arizona Dept. of Liquor Licenses and

Document Date: _____ Number of Pages: Control

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

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☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

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Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com) or (602) 382-6579, if you require any further information regarding this response.


Signature

Michael Tee
Printed Name

10/14/21
Date



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: 09070121

1. Check the Appropriate Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Mueller, Kenneth Carrol Birth: [REDACTED] (NOT a public record)

3. Social Security #: [REDACTED] Drive: [REDACTED] State: California

4. Place of birth: Fond du Lac, WI, U.S.A. Height: 5'6" Weight: 150 Eyes: Blue Hair: Brown
City State COUNTRY (not country)

5. Name of current/most recent spouse: Mueller, Brigitte B Birth Date: [REDACTED]
Last First Middle

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (916) 479-3924 E-mail address: Kmueller@raleys.com

8. Business Name: Bashas #46 Business Phone: 480 / 279 / 5700

9. Business Location Address: 23760 S. Power Road, Queen Creek, AZ, Maricopa County, 85142
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
2/1997	CURRENT	Chief Financial Officer	Raley's, 500 West Capitol Avenue, West Sacramento, CA 95605

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D) 21 DEC 3 11:41 PM 152

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/1999	CURRENT	848 Brown Drive, El Dorado Hills, CA 95762

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☒ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☒ Yes ☐ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Kenneth Carrol Mueller hereby declare that I am the Agent Controlling Person Premises Manager filling this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Kenneth Mueller

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My Commission Expires on: _____
Date

_____ Day of _____
Day Year

see attached
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

On October 14, 2021 before me, Gail A. Davis, Notary Public

Date

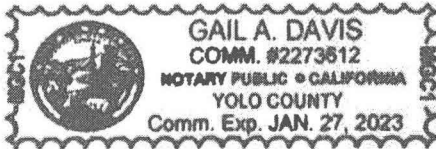
Here Insert Name and Title of the Officer

personally appeared

Kenneth Carroll Mueller

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Questionnaire - Arizona Dept. of Liquor Licenses and

Document Date: _____ Number of Pages: Control

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

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☐ Other: _____

☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

Questionnaire – Signed Statement in Response to Question 18

As a controlling person for Raley's, I hereby disclose the following information with respect to Question 18 of my Arizona Department of Liquor Licenses and Control Questionnaire. I provide this information following due inquiry and diligence into Raley's compliance history with respect to its approximately 126 supermarkets located throughout California and Nevada. Notwithstanding my role as a "controlling person" for Raley's or its affiliates, I was not personally involved with any of the alleged actions or inactions resulting in the suspensions, stayed suspensions, or payments in lieu of suspensions described below.

Raley's Store #120 (Tonopah, Nevada): On July 7, 2020, the Nye County, Nevada Licensing and Liquor Board issued a suspension commencing July 17, 2020 of the Nye County Liquor License for Raley's Store #120, located at 1201 S. Main St., Tonopah, Nevada 89049, due to nonpayment of the required license renewal fees. On or before July 9, 2020, Raley's provided payment of \$200.00 in satisfaction of the past due balance owed, resulting in the reinstatement of the liquor license on approximately July 21, 2020. To my knowledge, the matter is now closed.

Raley's Store #119 (Lake Tahoe, California): In or around December 4, 2019, the California Department of Alcohol Beverage Control ("CABC") alleged that Raley's Store #119, located at 4000 Lake Tahoe Boulevard, Suite 6, South Lake Tahoe, California 96150, improperly received gifts, free goods, and other items of value from a supplier between April 28, 2018 and July 12, 2018 in violation of California law. On October 6, 2020, the CABC issued an order granting a compromise consisting of payment of a \$3,000 fine in lieu of serving a suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around September 27, 2019, the CABC in conjunction with the Sacramento Police Department, cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around August 3, 2020, the CABC issued an order granting a compromise that imposed a \$20,000 fine and permanently staying a 15-day suspension of the location's California liquor license. To my knowledge, the matter is now closed.

Raley's Store #445 (Lodi, California): In or around August 28, 2019, the CABC cited Raley's Store #445, located at 311 South Lower Sacramento Road, Lodi, California 95242, for the sale of alcohol to a minor decoy. In or around November 20, 2019, the CABC issued an order permanently staying a 10-day suspension of the location's California liquor license provided there are no further violations within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #448 (West Sacramento, California): In or around August 21, 2019, the CABC cited Raley's Store #448, located at 1601 West Capitol Avenue, West Sacramento, California 95691, for the sale of alcohol to a minor decoy. In or around November 15, 2019, the CABC issued a stipulated decision imposing a 5-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #227 (Roseville, California): In or around May 16, 2018, the CABC cited Raley's Store #227, located at 1915 Douglas Blvd., Roseville, California 95661, for the sale of alcohol to a minor decoy. In or around September 4, 2018, the CABC issued a stipulated decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #213 (Grass Valley, California): In or around April 30, 2018, the CABC cited Raley's Store #213, located at 692 Freeman Lane, Grass Valley, California 95949, for the sale of alcohol to a minor decoy. In or around April 18, 2019, the CABC issued an order imposing a \$3,000 fine in lieu of any suspension. To my knowledge, the matter is now closed.

Bel Air Store #510 (Sacramento, California): In or around April 14, 2018, the CABC cited Bel Air Store #510, located at 1540 West El Camino Avenue, Sacramento, California 95833, for the sale of alcohol to a minor decoy. In or around July 11, 2018, the CABC and Raley's agreed to a stipulated suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Store #309 (Merced, California): In or around November 10, 2017, the CABC cited Raley's Store #309, located at 3550 North G Street, Merced, California 95348, for the sale of alcohol to a minor decoy. In or around April 23, 2018, the CABC issued an order imposing a \$3,000 fine in lieu of a license suspension. To my knowledge, the matter is now closed.

Bel Air Store #506 (Sacramento, California): In or around July 26, 2017, the CABC cited Bel Air Store #506, located at 1301 Florin Road, Sacramento, California 95831, for the sale of alcohol to a minor decoy. In or around February 22, 2018, the CABC ordered a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, the matter is now closed.

Raley's Store #249 (Chico, California): In or around May 5, 2017, the CABC cited Raley's Store #249, located at 2485 Notre Dame Boulevard, Chico, California 95928, for the sale of alcohol to a minor decoy. In or around September 11, 2017, the CABC issued a decision imposing a 10-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Raley's Doing Business as Aisle 1 Fuel Station #450 (Folsom, California): In or around November 10, 2016, the CABC cited Aisle 1 Fuel Station #450, located at 25045 Blue Ravine Rd., Folsom, California 95630, for the sale of alcohol to a minor decoy. In or around March 2, 2017, the CABC issued an order imposing a \$5,810.13 fine in lieu of a suspension of the location's California liquor license. To my knowledge, the matter is now closed. Raley's no longer own this fuel station.

21 DEC 3 11:17 AM 152

Raley's Store #443 (Elk Grove, California): In or around September 15, 2016, the CABC cited Raley's Store #443, located at 4900 Elk Grove Boulevard, Elk Grove, California 95758, for the sale of a minor decoy. In or around February 8, 2017, the CABC issued an order imposing a \$20,000 fine and a 15-day suspension of the location's California liquor license, provided that such suspension would be stayed indefinitely so long as no violations occurred within one year. To my knowledge, no such violations occurred within one year such that the matter is now closed.

Please do not hesitate to contact me or my Arizona liquor license counsel, Chris Colyer at Snell & Wilmer L.L.P. (ccolyer@swlaw.com) or (602) 382-6579, if you require any further information regarding this response.



Signature



Printed Name



Date

Certificate # On-line

'21 DEC 3 Lique. Lic. PM 1:52

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Michael Joseph Basha

Full Name (please print)

Michael Joseph Basha

Signature

10/27/2021

Training Completion Date

10/27/2024

Certificate Expiration Date
(three years from completion date)

Training Provider Information

M Mereco Inc. - AAEC

Company Name

736 S. Longmore St Chandler AZ 85224

Mailing Address

602-738-1421

Daytime Contact Phone Number

I, Lauren Merrett, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Lauren Merrett

Instructor Signature

10/27/2021

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # On-line

*21 DEC 3 11:52 AM '02

☒ On-sale
☒ Off-sale
☒ On- and off-sale

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Michael Joseph Basha

Full Name (please print)

[Signature]

Signature

10/27/2021

Training Completion Date

10/27 / 2024

Certificate Expiration Date
(three years from completion date)

Training Provider Information

M Mereco Inc. - AAEC

Company Name

736 S. Longmore St Chandler AZ 85224

Mailing Address

602-738-1421

Daytime Contact Phone Number

I, Lauren Merrett, certify that the above named individual did successfully complete
Instructor Name (please print)

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Lauren Merrett

Instructor Signature

10/27 / 2021

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July 11, 2013



QUEEN CREEK POLICE DEPARTMENT BACKGROUND INVESTIGATION REPORT **LIQUOR LICENSING**

APPLICANT: Basha's #46/Raley's AZ LLC
License #: 09070121
INVESTIGATOR: Sgt. R Klix #1149

PARTIES/ENTITIES INVOLVED

Michael Joseph Basha-Agent
Raley's AZ LLC-Owner
Raleys Holding Company
Michael J. Teel
Jennifer Kalest Theel Warner
Kenneth Carrol Mueller
Keith Edward Knopf
Helen Singmaster

INVESTIGATION

A complete Arizona Department of Liquor Licenses and Control Questionnaire packet was received for Raley's Holdings LLC (operating as Bashas). The location is 23760 S Power Rd, Queen Creek AZ 85142. The agent for the application is Michael Joseph Basha. The onsite and store Manager is Basha employee Dusty Sluder 480-279-5700.

A review of the application materials was conducted prior to accessing database searches. No concerning information was disclosed in the questionnaire packet and in its background questions. The site plan was included with a schematic of where on the premise's alcohol would be sold. No concerns were noted for the layout and site plan.

A comprehensive database search was conducted on the parties and entities listed in the application. There were no concerns or negative history revealed during the database searches. The application listed several California Raley stores cited by the state liquor board for selling alcohol to minors through a use of a decoy. None of the parties named in the application were directly involved in the affected stores. Raley's AZ LLC/ Holdings are active and in good standing with the Corporation Commission.

A site visit was conducted. All alcohol and spirits were being displayed in the southeast corner of the store as indicated on the site plan. There are no exits in the vicinity of the displayed alcohol or spirits. No alcohol or spirits are being consumed on the premises.

CONCLUSION

The investigation and review of the questionnaire submitted for Basha's/Raley's AZ LLC did not reveal and derogatory or negative information on the entities and parties involved with the

operation of Basha's/Raley's and their liquor licensing. There is no information which would prevent or disqualify Basha's/Raley's AZ LLC from approval to move forward with licensing.



TOWN OF
QUEEN CREEK
ARIZONA

12.A

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS ICMA-CM, TOWN MANAGER

FROM: SCOTT MCCARTY, FINANCE DIRECTOR

RE: CONSIDERATION AND REVIEW OF THE UPDATED POPULATION GROWTH AND REVENUE PROJECTIONS AND APPROVAL OF RELATED FY 2021-22 REVENUE BUDGET AMENDMENTS TOTALING \$22,960,182.

DATE: February 2, 2022

Suggested Action:

Motion to approve FY 2021-22 revenue budget amendments totaling \$22,960,182.

Relevant Council Goal(s):

Effective Government: KRA Financial Stability

Discussion:

The Town recently completed updates to population and growth projections within the Town boundaries and within the Town's water and sewer service areas. Staff hired Elliot Pollack to assist with this analysis who followed a methodology similar to that used by the Maricopa Association of Governments (MAG) in MAG's population projections and analysis of future transportation needs. The Town's service areas were divided using MAG's Traffic Analysis Zones (TAZ), and then population projections were developed for each TAZ based on current Census data, recent permit activity in existing developments, current zoning, and future development plans. This was the most thorough and detailed analysis of the Town's growth patterns the Town has ever performed. The results provide important data sets and projections that staff will be using in the impact fee update, utility rate study, and water and wastewater master plan update, all of which are currently underway. Detailed results are provided in the accompanying presentation. This approach represents a measurable improvement over our prior methodology.

Staff has also used these projections to update the Town's Five-Year Operating Budget Revenue Forecast. This has resulted in the need to amend the FY 2021-22 revenue budgets. These budget amendments will also address budget-to-actual variances for year-end financial reporting.

Following is a summary of the proposed FY 2021-22 revenue budget amendments. Not all of the Town's funds are shown in this table, only those that are affected by the proposed budget adjustments.

See Attachment A

Fiscal Impact:

Adjustments to FY 2021-22 revenue budgets total a net amount of \$22,960,182, as shown in the table below and explained in the notes that follow. Even though revenues are expected to increase over the adopted budget, the Town cannot increase its spending for these additional revenues. Expenses must be kept within the total adopted budget amount. No expenditure adjustments are proposed at this time.

See Attachment B

Notes:

1. The Town's sales tax revenues continue to grow at a healthy pace. This is a combination of recent population growth and new businesses that have opened in Queen Creek in the last year. These budget adjustments represent a 9% growth in Town sales taxes over the prior year and a 14% increase over the adopted budget.
2. Adjustments to state-shared revenues represent the latest estimates from the state Department of Revenue and are based on the Town's official population of 66,275 as of 7/1/2021. The Town's original estimates of Vehicle License Tax (VLT) and Highway User Revenue Fund (HURF) distributions were too aggressive and require a downward adjustment to more closely match the Town's actual year-to-date collection patterns. In the aggregate, the budget adjustment to state-shared revenues represents a 12% increase over the prior year and a 1% increase over the adopted budget.
3. The adopted FY2021-22 budget projected a lower level of development activity than the prior year's record-setting permitting and construction activity. While not expecting to break records again, year-to-date activity has been stronger than expected. The Town has issued 785 single-family permits from July through December 2021 and is averaging about 130 home closings per month. Staff has also been busy with reviews of several proposed commercial and multi-family development plans which has significantly increased the current year's Planning and Engineering Revenues over the original budget estimates.
4. In March 2021, Congress passed the American Rescue Plan Act (ARPA) which provided billions of dollars of direct federal grant revenue to all state and local governments across the country. Information from Arizona's congressional offices at the time estimated Queen Creek's distribution to be \$12 million, with half of that amount to be received in FY 2020-21 and the other half to be received in FY 2021-22. The adopted budget therefore included \$6 million as Grant Revenue in the EMS Fund under the expectation that funds would be restricted to public safety-related costs, similar to the previous CARES Act funds. After the budget was adopted, the Town's final amount was determined to be \$4.8 million, \$2.4 million of which was received in June 2021 and the other \$2.4 million will be received in June 2022. Also, the final ARPA grant rules provide multiple allowed uses of the funds that are much more broad and flexible than expected, which means these grant funds are not required to be kept in the EMS Fund. Staff recommends these ARPA grant fund be deposited into the Grants Fund pending a final decision on how these monies will be spent. Staff is currently reviewing the federal guidance and will

bring recommendations for uses of these funds to the Town Council at a later date.

Alternatives:

The Town Council could choose to not approve some or all of these revenue budget adjustments. However, this would result in budget and financial reporting variances at year-end.

Attachment(s):

1. [Presentation on Updated Population Growth and Revenue Projections](#)
2. [Attachment A.JPG](#)
3. [Attachment B.JPG](#)



Population and Revenue Projections

Town Council Meeting

February 2, 2022

The Economy

US

- COVID
- Near-Term Inflation

ARIZONA

- Job Growth Will Remain Strong
- Housing Market Will Remain Strong
- Other Economic Indicators in Arizona are Strong



Why Growth Projections are Critical to QC?

1. Indicates Quantity and Cost of New Services

- Examples: PD and Fire/EMS Calls, Recreation Classes

2. Identifies Location of New Infrastructure

- Examples: Roads, Water and Wastewater Infrastructure

3. Identifies One-Time Revenues

- Building Permit Revenues, Construction Sales Tax, Impact/Capacity Fees

4. Identifies Ongoing Revenues

- Sales Tax Revenues, State Shared Revenues

QC Projections

1. 10-Year Projections

- Residential Population (Elliott Pollack & Co.)
- Non-Residential

2. 5-Year Operating Budget Revenue Projections

- FY 2021-22 Adjustments (Council Approval Recommended per Staff Report)

Key Takeaways

- “Continues to Be Our Time”
- Population Growth
 - Expected to Remain High Over the Next Several Years then Moderate
- Non-Residential Development
 - Lags Residential Development and Remains Significant
 - State Land Excluded





10-Year Residential Projections

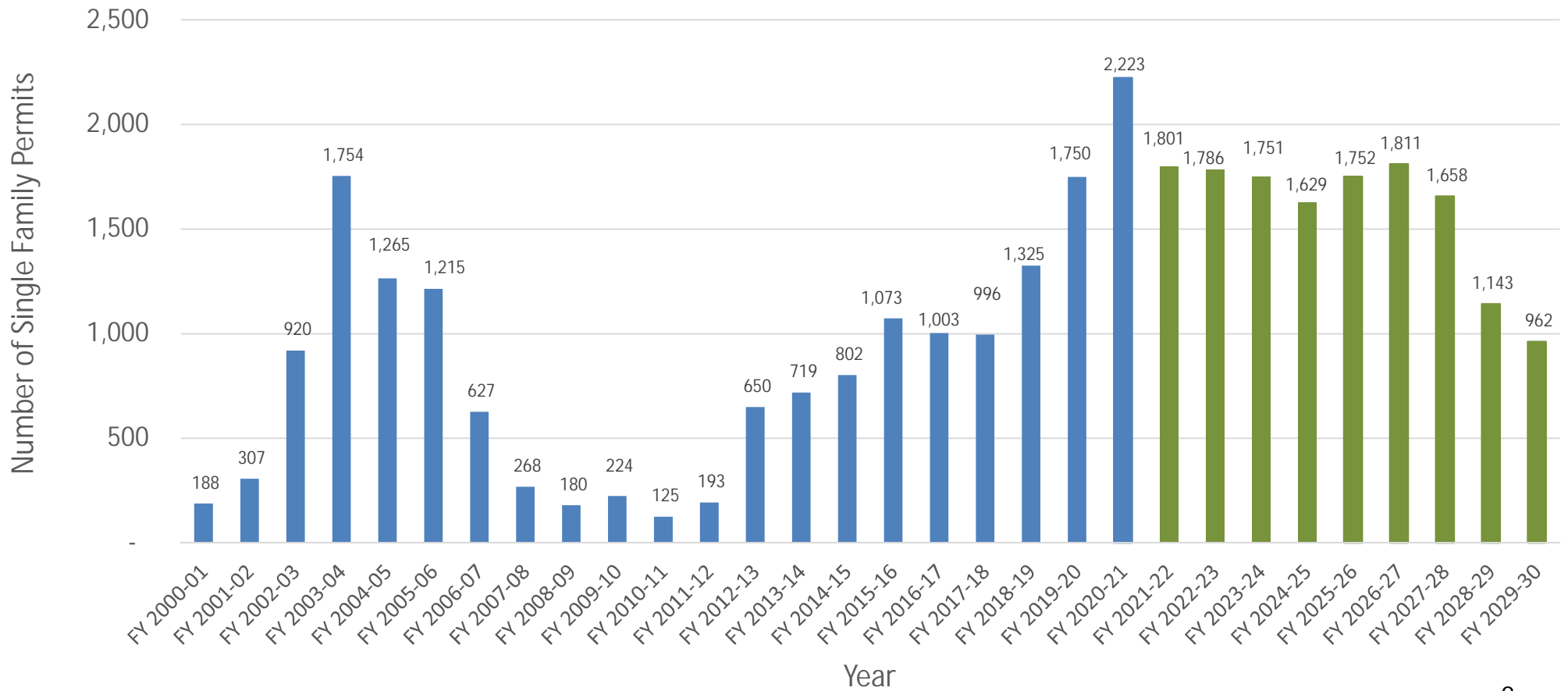
- Follows Maricopa Association of Governments (MAG) Methodology
 - Utilizes Traffic Analysis Zones (TAZ) for projections (typically one square mile)
 - 3 Separate Projections
 1. In Town (Focus of Presentation)
 2. Water Service Area
 3. Wastewater Service Area



10-Year Population Projections (In Town)

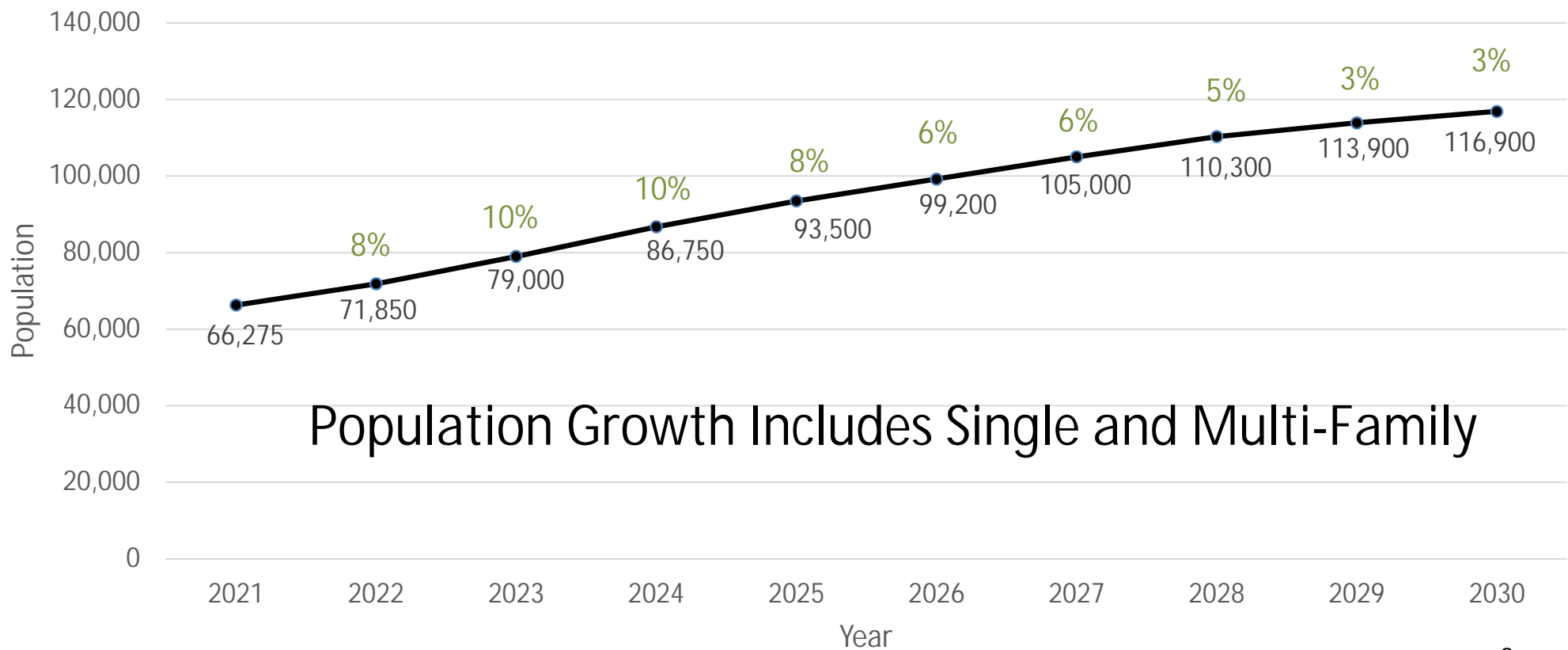
- Dwelling Unit Increase: 17,695 (+90%)
 - Single Family: 15,900
 - Multi-Family: 1,795
- Population Increase: 50,600 (+76%)
 - Assumption: 3.1 persons per dwelling unit

Single-Family Permit Projections



10-Year Population Projections

Buildout Population: ~150K





Population Projection Dot Maps (In Town)

Population
66,275



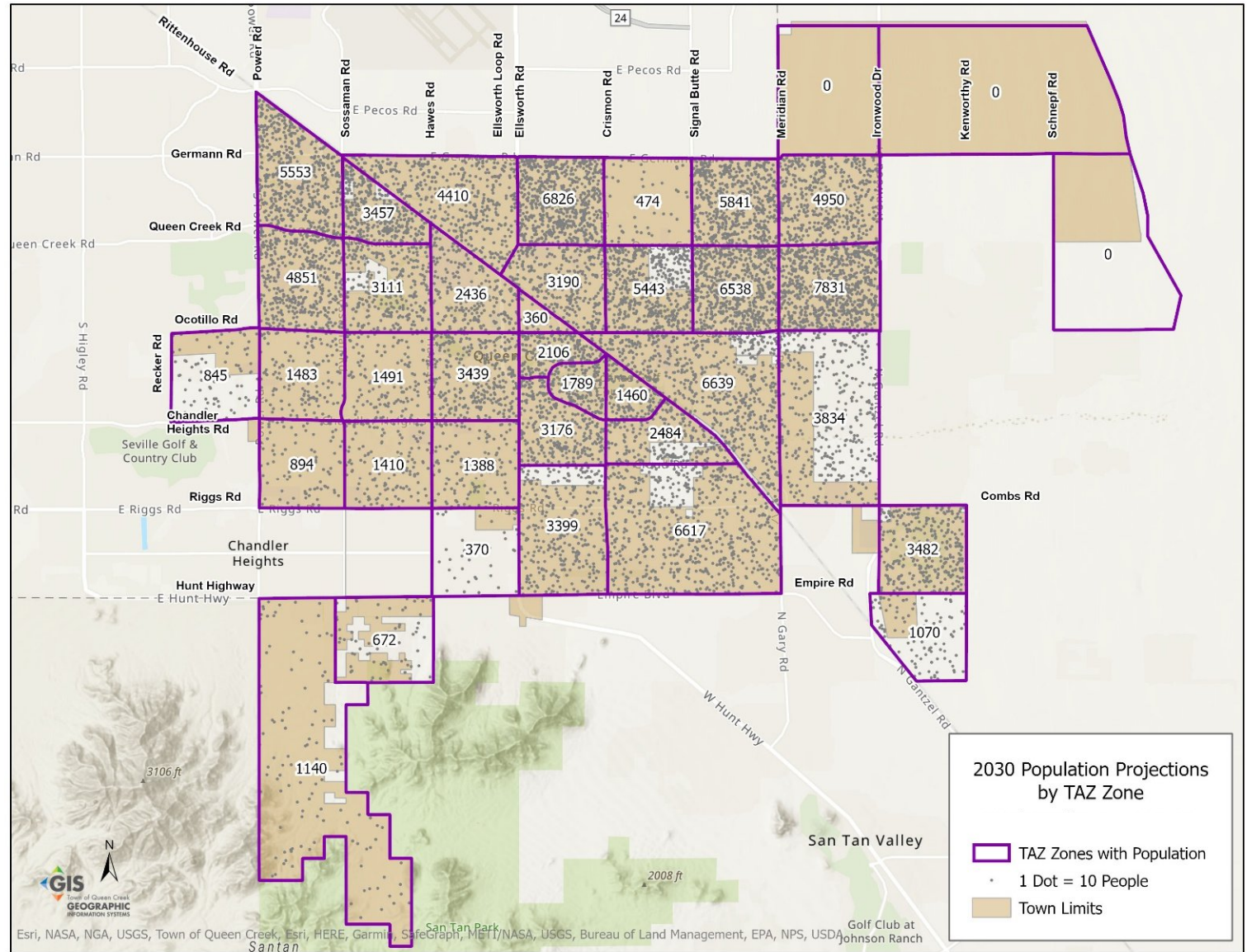
Population
93,500



2030

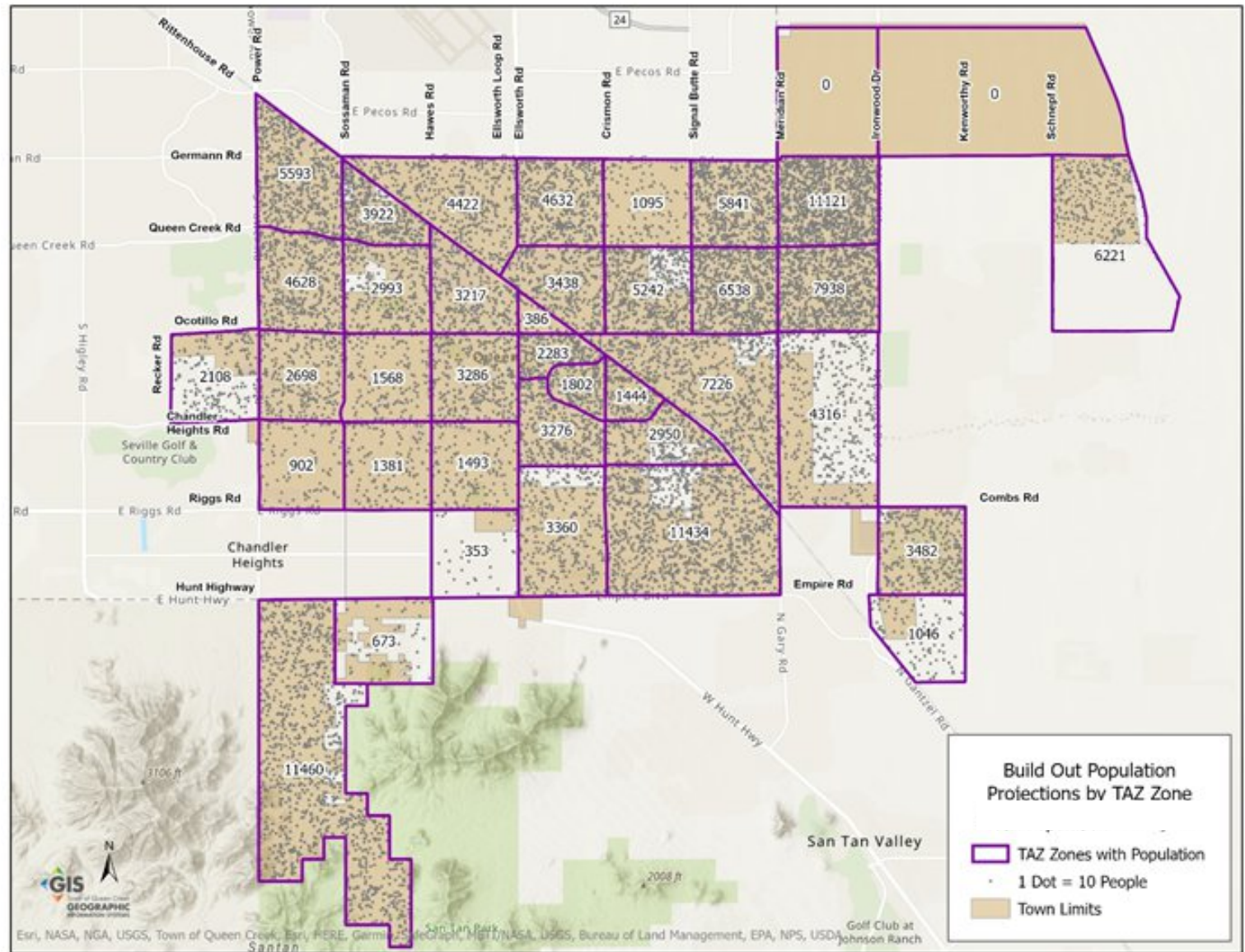
Population

116,900



Buildout

Population ~150K



Non-Residential Projections

- Created List of Vacant Parcels Zoned for Non-Residential Use
- Applied Targeted Floor Area Ratios (FAR) to Forecast Developed Square Footage



Non-Residential Projections

(concluded)

- 777 Acres to Build Out (Excludes State Land)
 - Maricopa County: 641 Acres
 - Pinal County: 136 Acres
- 7.2M Square Feet to Build Out
 - Maricopa County: 5.9M Square Feet
 - Pinal County: 1.3M Square Feet





Non-Residential: Development Type

Development Type	Acres to Buildout	Total Buildout Square Footage
Mixed	91	620K
Regional Commercial	36	161K
Community Commercial	479	4.8M
Light Industrial	90	987K
Office	35	308K
Religious	<u>47</u>	<u>346K</u>
Total	777	7.2M

Assumes a 20-year buildout.

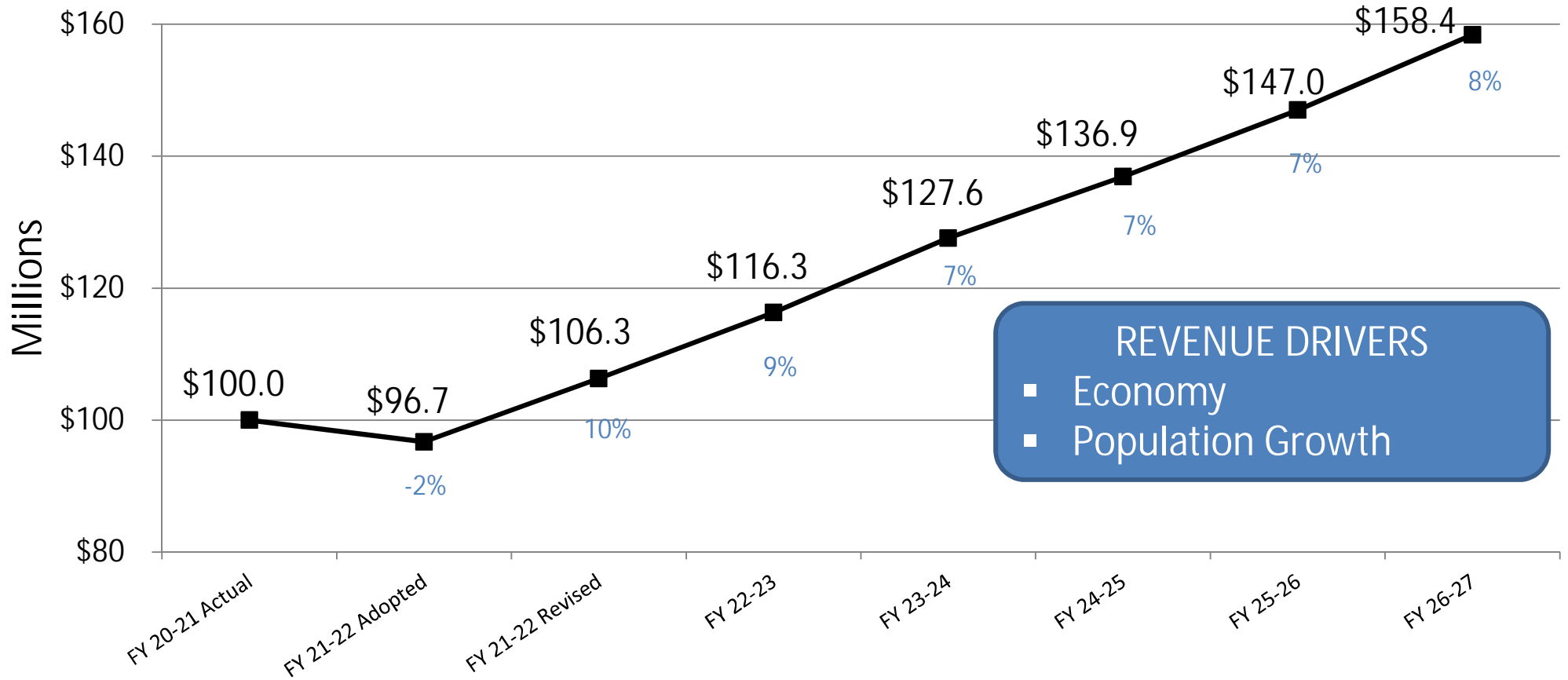
Revenue Projections

- Elements
 1. Businesses
 2. Residents
 3. Non-Residents (Important Factor)
 - Eastmark and San Tan Valley
 - 2019 Sales Tax Study
 - 38% of Retail Sales Tax
 - 47% of Restaurant Sales Tax
 - 30% of Grocery Store Sales Tax

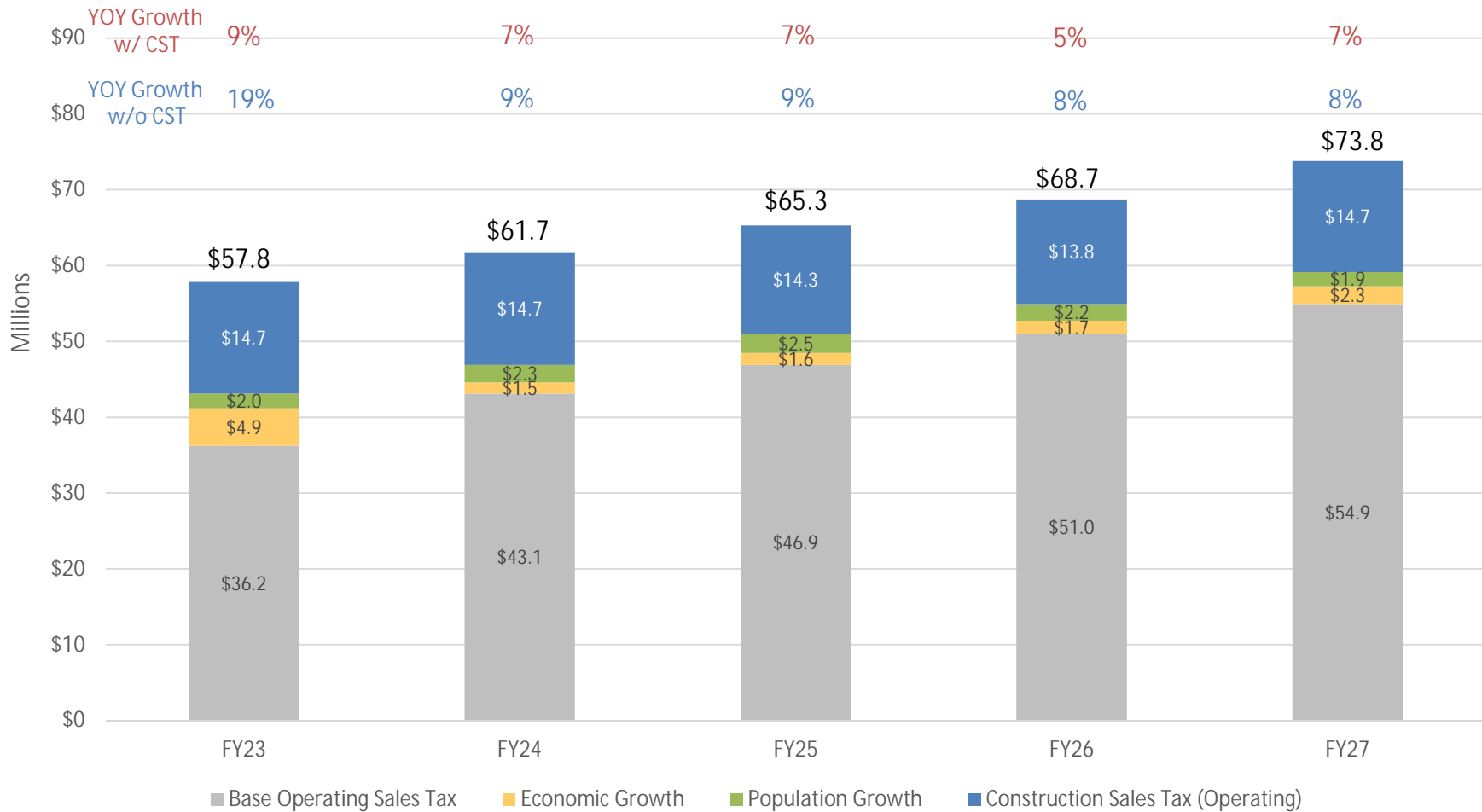
Operating Budget Revenue (in millions)

	FY 20-21 Actual	FY 21-22 Adopted Budget	FY 21-22 Revised Budget	\$ Change	% Change
Sales Tax	\$33.3	\$31.9	\$36.2	\$4.3	+13%
Construction Sales Tax	\$14.7	\$8.5	\$16.6	\$8.1	+95%
State Shared Revenue	\$19.5	\$21.6	\$21.8	\$0.2	+1%
Property Tax	\$9.9	\$11.0	\$11.0	\$0.0	+0%
Building Revenues	\$11.0	\$7.4	\$10.4	\$3.0	+41%
Charges for Services	\$6.7	\$5.8	\$5.8	\$0.0	+0%
Utility ROI for Public Safety	\$3.2	\$3.4	\$3.4	\$0.0	+0%
Use of Pension Reserves (MCSO)	\$1.7	\$0.8	\$0.8	\$0.0	+0%
Grants	<u>\$0.0</u>	<u>\$6.3</u>	<u>\$0.3</u>	<u>(\$6.0)</u>	<u>(95%)</u>
Total Revenue	\$100.0	\$96.7	\$106.3	\$9.6	10%
Change from FY 20-21 Actual		<u>(\$3.3)</u>	\$6.3		

Operating Budget Revenue Projection



Sales Tax Revenue Composition





Recommendation

Motion to approve FY 2021-22 Revenue Budget Adjustments as Presented in the Staff Report

REVENUE CHANGES:	CURRENT BUDGET	INCREASE	DECREASE	NET CHANGE	REVISED BUDGET
Operating Budget	95,823,650	16,311,506	(6,645,100)	9,666,406	105,490,056
Construction Sales Tax Fund	7,520,485	7,255,515	-	7,255,515	14,776,000
Town Center Fund	1,112,145	164,281	-	164,281	1,276,426
Impact Fee Funds	12,441,781	3,466,033	-	3,466,033	15,907,814
Grants Fund	5,000,000	2,407,947	-	2,407,947	7,407,947
Total	121,898,061	29,605,282	(6,645,100)	22,960,182	144,858,243

			FY 21-22 CURRENT BUDGET	FY 21-22 REVISED ESTIMATE	INCREASE (DECREASE)
NOTE	DESCRIPTION	FUND			
a	Sales Tax	General Fund	28,328,818	32,201,875	3,873,057
	Sales Tax	EMS Fund	3,541,102	4,025,234	484,132
	Sales Tax	Town Center Fund	1,010,719	1,175,000	164,281
	Subtotal Sales Tax		32,880,639	37,402,109	4,521,470
b	State-Shared Revenue - SalesTax	General Fund	6,898,800	7,500,000	601,200
	State-Shared Revenue - Income Tax	General Fund	7,494,700	7,647,963	153,263
	State-Shared Revenue - VLT	HURF Fund	3,162,100	2,700,000	(462,100)
	State-Shared Revenue - HURF	HURF Fund	4,083,000	3,900,000	(183,000)
	Subtotal State-Shared Revenue		21,638,600	21,747,963	109,363
c	Construction Sales Tax	General Fund	7,520,485	14,776,000	7,255,515
	Construction Sales Tax	EMS Fund	940,061	1,847,000	906,939
	Construction Sales Tax	Construction Sales Tax Fund	7,520,485	14,776,000	7,255,515
	Subtotal Construction Sales Tax		15,981,031	31,399,000	15,417,969
	Planning Revenues	General Fund	120,000	250,000	130,000
	Engineering Revenues	General Fund	500,000	1,750,000	1,250,000
	Building Revenues	General Fund	6,742,600	8,400,000	1,657,400
	Subtotal Building Revenues		7,362,600	10,400,000	3,037,400
	Parks Impact Fees	Parks Impact Fee Fund	4,967,809	6,506,840	1,539,031
	Town Buildings Impact Fees	Town Buildings Impact Fee Fund	118,316	155,000	36,684
	Transportation Impact Fees	Transportation Impact Fee Fund	3,921,888	4,813,656	891,768
	Library Impact Fees	Library Impact Fee Fund	260,157	340,747	80,590
	Public Safety Impact Fees	Public Safety Impact Fee Fund	1,054,861	1,378,563	323,702
	Fire Impact Fees	Fire Impact Fee Fund	1,959,010	2,553,268	594,258
	Subtotal Impact Fee Revenues		12,282,041	15,748,074	3,466,033
d	Grants Revenue	EMS Fund	6,000,000	-	(6,000,000)
	Grants Revenue	Grants Fund	5,000,000	7,407,947	2,407,947
	Subtotal Federal Grant Revenues		11,000,000	7,407,947	(3,592,053)
Total Revenue Adjustments			101,144,911	124,105,093	22,960,182