



AMENDED AGENDA

Regular and Possible Executive Session Queen Creek Town Council

Community Chambers, 20727 E. Civic Parkway
January 17, 2018
5:30 PM

Public Hearings will not be held prior to 7:00 p.m.

Pursuant to ARS 38-431.02, notice is hereby given to the members of the Town Council and to the general public that, at this Regular Meeting, the Town Council may vote 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 ARS 38-431-03(A)(3). An Executive Session may be called at any time during the Council Meeting.

1. **Call to Order:**
2. **Roll Call:** (one or more members of the Council may participate by telephone)
3. **Pledge of Allegiance:**
4. **Invocation/Moment of Silence:**
5. **Motion to Adjourn into Executive Session (to be held in the Ironwood Conference Room in the Community Chambers Building) for the following purposes):**
 - A. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorney and representatives to consider the Town's position and instruct its representatives regarding a pre-annexation development agreement (Fulton Homes-Ironwood Crossing). A.R.S. 38-431.03(A)(3) & (4)
 - B. Discussion and consultation with the Town's attorney and with the Town's representatives regarding annexations and providing utility services. A.R.S. 38.431.03(A)(3) 7 (4)
 - C. Discussion and consideration of Town Manager assignments. A.R.S. 38-431.03(A)(1)
6. **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 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. (Items that the Council wishes to discuss may be considered under #11).

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- A. Consideration and possible approval of the following minutes: November 1, 2017 Regular Session; November 15, 2017 Regular Session; November 29, 2017 Joint Meeting w/Queen Creek USD Governing Board; and December 6, 2017 Regular Session.
- B. Consideration and possible approval of Expenditures Over \$25,000. (Budgeted in FY17/18)
 1. Longmire Well Service - water well patching & repair services: \$65,000
 2. Core and Main - water distribution parts: \$350,000
 3. Salt River Project (SRP) - electrical design & construction services: \$74,343
- C. Consideration and possible approval of a Construction Services Contract with In Ground Construction, Inc. in an amount not to exceed \$139,054 for the construction of a 16-inch waterline along the Riggs Road Alignment: Crismon Road to Signal Butte (WA155). (Budgeted in FY17/18)
- D. Consideration and possible approval of a Project Order to the On-Call Professional Service Contract with Quality Testing, LLC in an amount not to exceed \$39,358 for the Quality Assurance Material Testing associated with the Hunt Highway and Empire Boulevard Widening Project – TOQC Project No. A0208 (Budgeted in FY18).
- E. Consideration and possible approval of a) Town Cooperative Purchase Agreement based on a cooperative Mohave County JOC contract No. 15-PS-14-02 with Rummel Construction, Inc.; and b) Work Order #1 for Erosion repairs at the Cloud Basin near Sossaman and Cloud Roads in an amount not to exceed \$41,705. (Storm related damage and not a FY18 budgeted item)
- F. Consideration and possible approval of a Construction Services Contract with Arizona Beeman Drilling, LLC in an amount not to exceed \$653,295 for the production well drilling for the construction of the Hastings Well (WA138); and necessary budget adjustments.
- G. Consideration and possible approval of a Construction Services Contract with Weber Water Resources, LLC in an amount not to exceed \$1,301,223 for the production well drilling for the construction of the Church Farms West (WA079) and Villages Wells (WA157); and necessary budget adjustments.
- H. Consideration and possible approval of Resolution 1177-18 and an agreement with Queen Creek Irrigation District (QCID) in an amount not to exceed \$177,299 for the coordination, planning, engineering services and construction of the Cloud Road Sewer Extension (WW027). (Budgeted in FY17/18)
- I. Consideration and possible approval of an On-Call Project Order with Hilgartwilson, LLC in an amount not to exceed \$126,155 for Engineering Services for the design of the Sossaman Well Storage Tank and Booster Pump Station (WA007). (Budgeted in FY17/18)
- J. Consideration and possible approval of the Pre-Annexation Development Agreement (PADA) with Fulton Homes (Ironwood Crossing) and necessary budget adjustments.
- K. Consideration and possible approval of a lease agreement with American Medical Response (AMR) for the leasing of living space, vehicle space and associated utility costs at Queen Creek fire stations.
- L. Consideration and possible approval of a contract with Swaback Partners in the amount of \$129,000 for the Town Center Overlay District and Cost and Drainage Analysis and necessary budget adjustments.
- M. Consideration and possible approval of Council committee assignments for 2018.

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- N. Consideration and possible approval of the reappointment of Cindy Barnes; Perry Berry; Richard Graham; Courtney Kleinebreil; Warde Nichols; Shane Randall; Bill Smith and Grant Tayrien to the Economic Development Commission.
- O. Consideration and possible approval of an intergovernmental agreement with Maricopa County to provide a part-time civil traffic court in Town facilities.

7. Items for Discussion: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken. Depending on time remaining, the Council may carryover any agenda item listed prior to the scheduled recess to the reconvened meeting that begins at 7:00p.m.

- A. Presentation and discussion regarding the amount of the property taxes to be received from the Town's utility customers and paid to the Central Arizona Groundwater Replenishment District (CAGRDR) in FY2018-19.

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

- A. Proclamation - Queen Creek Fire and Medical 10-year Anniversary
- B. Volunteer Recognition - Gilbert LDS Young Single Adults Ward
- C. Eagle Scout Recognition - Nolan Bryant

9. Public Comments: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Community Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. There is a time limit of three (3) minutes for each speaker.

10. 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)

11. Carryover Consent Agenda Items: Any Consent Agenda item that was pulled for a separate discussion and vote will be heard at this time.

12. Public Hearings Consent Agenda: Prior to consideration of the Public Hearings Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and

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or staff comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.

- A. Consideration and approval of a Text Amendment to the Zoning Ordinance and Town Code to include new provisions and procedures for small cell wireless facilities, including rates and fees for use of the public right of way and Town structures. (A continuance to the February 7, 2018 meeting is requested)

13. Public Hearings: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

14. Final Action: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

- A. Discussion and possible approval of the appointment of Emilena Turley to serve as Vice Mayor for a term ending January 2019.

15. Items for Discussion: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken. Any agenda items listed for discussion prior to the scheduled recesses and were postponed will also be discussed at this time.

16. Motion to Adjourn to Executive Session The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

17. 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, Jennifer Robinson, do hereby certify that I caused to be posted this 10th day of January 2018 the Amended Agenda for the January 17, 2018 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.

Jennifer F. Robinson, MMC

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.



Requesting Department

Town Clerk

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: JENNIFER ROBINSON, TOWN CLERK JENNIFER ROBINSON

RE: Consideration and possible approval of the following minutes:
November 1, 2017 Regular Session; November 15, 2017 Regular Session; November 29, 2017 Joint Meeting w/Queen Creek USD Governing Board; and December 6, 2017 Regular Session.

DATE: January 17, 2018

Staff Recommendation:

Approve draft minutes as presented.

Proposed Motion:

To approve the draft minutes as presented.

Alternatives:

Council can request revisions be made to any of the draft minutes and approve w/revisions or continue to a future meeting.

Attachment(s):

11-01-17 Regular Session Minutes
11-15-17 Regular Session Minutes
11-29-17 Joint Session QCUSD Minutes
12-06-17 Regular Session Minutes



Minutes
Regular Session
Queen Creek Town Council
 Community Chambers, 20727 E. Civic Parkway
 November 1, 2017
 5:30 PM

1. **Call to Order:**
2. **Roll Call:** (one or more members of the Council may participate by telephone)

Robin Benning	Council Member	Present
Jake Hoffman	Council Member	Present
Dawn Oliphant	Council Member	Present – arrived at 6:30 p.m.
Emilena Turley	Council Member	Present
Julia Wheatley	Council Member	Present
Jeff Brown	Vice Mayor	Present
Gail Barney	Mayor	Present

3. **Motion to Adjourn into Executive Session (to be held in the Council Conference Room in the Community Chambers Building) for the following purposes):**

A. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorney and representatives to consider the Town's position and instruct its attorneys regarding pending litigation: Savage & Noschese vs. Town of Queen Creek. A.R.S. 38-431.03 (A) (3) & (4)

B. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives to consider the Town's position and instruct its representative regarding a possible intergovernmental agreement with SRP for small cell technology. A.R.S 38-431.03 (A)(3) & (4)

C. Discussion and consultation with the Town's attorney and with the Town's representatives regarding the incorporation petition and map filed on 10/6/17. A.R.S. 38-431.03(A)(3) & (4)

D. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives to consider the Town's position and instruct its representatives regarding the sale or lease of Town-owned real property: 1) parkland and 2) northwest corner of Maya & Ellsworth Roads. A.R.S 38-431.03 (A) (7)

E. Discussion and consultation with the Town's attorney and with the Town's representatives regarding annexations and providing utility services. A.R.S. 38-431.03(A)(3) & (4)

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MOTION: To adjourn to Executive Session at 5:35p.m.:
RESULT: Approved 6-0
MOVER: Council Member Turley
SECONDER: Council Member Hoffman
AYES: Barney, Wheatley, Benning, Brown, Turley, Hoffman
AWAY: Oliphant

The Regular Session reconvened at 7:00 p.m.

4. **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 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. (Items that the Council wishes to discuss may be considered Item #12).

Council requested Item F removed for separate vote.

MOTION: To approve Consent Agenda Items A-E & G-I:
RESULT: Approved unanimously
MOVER: Vice Mayor Brown
SECONDER: Council Member Wheatley
AYES: Barney, Wheatley, Benning, Brown, Oliphant, Turley, Hoffman

MOTION: To approve Consent Agenda Item F:
RESULT: Approved unanimously
MOVER: Vice Mayor Brown
SECONDER: Council Member Oliphant
AYES: Barney, Wheatley, Benning, Brown, Oliphant, Turley
NAYES: Hoffman

- A. Consideration and possible approval of Expenditures Over \$25,000. (Budgeted in FY17/18)
1. Roadrunner Paving - asphalt paving: \$190,513
 2. Brown Wholesale Electric Company - traffic signal equipment: \$75,262
- B. Consideration and possible approval of a Construction Services Contract with Tetra Tech Utility in an amount not to exceed \$152,818 for the Ellsworth Road and Rittenhouse Road Waterline; and necessary budget adjustments (WA104).

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Queen Creek Town Council
November 1, 2017
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- C. Consideration and possible approval of a Cooperative Purchase Agreement with Paymentus Corporation for utility payment processing services estimated at \$380,000 annually.
- D. Consideration and possible approval of Work Order #10 with AJP Electric in an amount not to exceed \$135,700 for installation of electrical conductor and electrical service panels at the Field Operations Facility (Project # MF005).
- E. Consideration and possible approval of a job order contract with SDB Contracting Services in an amount not to exceed \$52,022 for the demolition of the residential structure and barn located at 22220 S. Ellsworth Road, Queen Creek AZ. (Parcel Numbers 304-67-009 L & F)
- F. Consideration and possible approval of an Intergovernmental Agreement with the Queen Creek Unified School District for the School Resource Officer (SRO).
- G. Consideration and possible approval of a 60-day notice requirement for possible small cell technology fees and to set January 2018 public hearing.
- H. Consideration and possible approval of Amendment No. 2 to the Agreement between the Town of Queen Creek and Haydon Building Corp. for Constructions Manager At Risk Services for the Mansel Carter Oasis Park (previously known as West Park) Project for Guaranteed Maximum Price (GMP) #2 in the amount of \$13,482,744 for the earthwork, park construction, utilities, and roadway work.
- I. Consideration and possible approval of a Permanent Extension of Premises/Patio Application submitted by Stephen Serrano on behalf of Serrano's Mexican Food, 22701 S. Ellsworth Road. The restaurant has a current liquor license #12075857.

5. **Items for Discussion:** These items are for Council discussion only and no action will be taken. In general, no public comment will be taken. Depending on time remaining, the Council may carryover any agenda item listed prior to the scheduled recess to the reconvened meeting that begins at 7:00p.m.

None.

6. **Recess** - *none*
7. **Pledge of Allegiance:** Led by Council Member Hoffman
8. **Invocation/Moment of Silence:** A moment of silence was held in remembrance of those who are affected by diabetes.
9. **Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**
- A. Proclamation - Hidden Heroes: read by Council Member Oliphant.

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Queen Creek Town Council
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B. Proclamation - Small Business Saturday November 25, 2017: read by Vice Mayor Brown.

C. Proclamation - Diabetes Awareness Month November 2017: Mayor Barney by Mayor Barney.

- 10. Public Comments:** Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. There is a time limit of three (3) minutes for each speaker.

None.

11. 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.

See attached report.

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

None.

- 12. Carryover Consent Agenda Items:** Any Consent Agenda item that was pulled for a separate discussion and vote will be heard at this time.

None.

- 13. Public Hearings Consent Agenda:** Prior to consideration of the Public Hearings Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.

None.

- 14. Public Hearings:** If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

None.

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15. Final Action: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

- A. Discussion and possible action on Resolution 1171-17 stating that the Town does not oppose the incorporation of the City of San Tan Valley subject to compliance with statutory requirements, Arizona law and the Queen Creek General Plan.

Planning Administrator Brett Burningham discussed the map that was submitted by the San Tan Valley Incorporation committee and showed the overlap of approximately 6 sq. miles within the Queen Creek Planning Area. He also stated that there are two annexations currently in process that are for areas included in the incorporation map.

Town Attorney Scott Holcomb reviewed the relevant state statutes and laws regarding incorporation regarding uninhabited rural/vacant land; definition of community as stated in the statutes; and inability of non-resident property owners to vote on incorporation. Mr. Holcomb compared incorporation signature requirements to annexation requirements. He also discussed population requirements for incorporation; planned area developments under declarant control; and the map crossing over into Queen Creek's General Plan. Mr. Holcomb stated that Queen Creek has a direct stake in having the incorporation laws enforced and explained the proposed resolution states that Queen Creek does not oppose the incorporation as long as it is done in compliance with all statutes and Arizona laws.

Council commented on supporting the incorporation of San Tan Valley.

MOTION: To approve Resolution 1171-17 stating that the Town does not oppose the incorporation of the San Tan Valley subject to compliance with statutory requirements, Arizona law and the Queen Creek General Plan:

RESULT: Approved unanimously

MOVER: Vice Mayor Brown

SECONDER: Council Member Wheatley

AYES: Barney, Wheatley, Benning, Brown, Oliphant, Turley, Hoffman

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16. Items for Discussion: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken. Any agenda items listed for discussion prior to the scheduled recesses and were postponed will also be discussed at this time.

A. Discussion regarding the 2018 State of the Town.

PIO Constance Halonen-Wilson discussed various format options for the 2018 State of the Town Address and dates of other events occurring in the same timeframe.

Council asked if the meeting would be dedicated to the State of the Town. Town Manager John Kross responded that case schedules can be accommodated if Council chooses to limit the meeting to the State of the Town.

Council discussed adding more photos/video of the community; include Town committee members and making the presentation more interactive. Ms. Halonen-Wilson stated costs for a full video (depending on overall format) would be approximately \$5000 and that a longer video would be outsourced and a shorter video produced in-house.

Council suggested that the State of the Town Address be produced in-house for the March 7, 2018 Council Meeting.

B. Discussion regarding the 2017 Water Master Plan Update.

Utilities Director Paul Gardner discussed the goals included in Water Master Plan Update addressing the water service area; population; water sources; infrastructure construction (timeline and costs). Discussion included aging water wells and future treatment plant needs and costs of the infrastructure improvements that will be funded by capacity and service fees. The final plan is scheduled for adoption on December 6, 2017.

C. Discussion regarding 2018 Excise Tax Bond to finance transportation, public safety, and fire capital improvements.

Finance Director Scott McCarty reviewed the bond issue calendar and the recommended 2018 excise tax bond issue of \$82.3M (estimated) for 27 transportation projects, two fire stations and public safety building funding. Mr. McCarty explained that excise tax revenues are pledged to repay the bonds as well as impact fees and the transportation placeholder included in the budget. He also reviewed the use of interfund loans as temporary financing for projects that would be repaid through the bonds. Mr. McCarty discussed the term of the bond issue that includes early payoff provisions and a debt management plan.

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Council discussed the value to the community by building roads now without increasing the sales tax rate or implementing a new property tax, but with on-going sales tax revenues at current rate. Council also discussed an aggressive pay-off approach.

D. Discussion on traffic enforcement options.

Vice Mayor Brown stated that he and Council Member Wheatley requested this item placed on the agenda for discussion based on feedback from residents.

MCSO Capt. Dave Munley gave an introduction of Annalyn Brown, the new crime analyst for District 6.

Capt. Munley presented an overview and update on the Traffic Sergeant Initiative pilot program for the period July – December 2017. He stated a final report would be completed when the pilot program ended.

The traffic initiative focused on a triangle of Ocotillo, Ellsworth Loop and Rittenhouse Roads. Capt. Munley provided statistics on the traffic stops, total calls for service, citation breakdown and traffic collisions in the traffic initiative area. He also provided options with costs to consider as well as discussed staffing considerations in regard to population growth, increased calls for service, commuter traffic and traffic safety:

- No changes to existing staffing or contract (\$6,496,500)
- 1 Sergeant – 24% dedicated traffic enforcement (\$6,752,755)
- 2 Deputies & 1 Sergeant – 47% dedicated traffic enforcement, various schedules (\$7,207,174)
- 1 Lieutenant, 1 Sergeant, 5 Deputies, 80% dedicated traffic enforcement, various schedules (\$8,159,942)

Council asked if DUI's were significant. Capt. Munley responded that he was expecting approximately 50 DUI's for the year.

Discussion was about an implementation timeline for any additional staff (Board of Supervisor approval, academy, training, etc.); consideration to increased calls; activities included in directed patrol; and further evaluation on the Ironwood Crossing annexation impact. Town Manager John Kross said a presentation on law enforcement strategies would be scheduled to further address these issues.

Minutes for the Regular Session
Queen Creek Town Council
November 1, 2017
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17. **Motion to Adjourn to Executive Session** The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

The Council reconvened to Executive Session at 9:22 p.m.

18. **Adjournment**

The Regular Session reconvened and adjourned at 10:05 p.m.



Minutes
Regular Session
Queen Creek Town Council
 Community Chambers, 20727 E. Civic Parkway
 November 15, 2017
 5:30 PM

1. **Call to Order:** The meeting was called to order at 5:30 p.m.
2. **Roll Call:** (one or more members of the Council may participate by telephone)

Robin Benning	Council Member	Present
Jake Hoffman	Council Member	Absent
Dawn Oliphant	Council Member	Present – arrived at 5:54 p.m.
Emilena Turley	Council Member	Present – arrived at 5:38 p.m.
Julia Wheatley	Council Member	Present
Jeff Brown	Vice Mayor	Present
Gail Barney	Mayor	Absent

3. **Motion to Adjourn into Executive Session (to be held in the Ironwood Conference Room of the Community Chambers Building) for the following purposes):**

None.

4. **Pledge of Allegiance:** Led by Mayor Barney
5. **Public Comments:** Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a “Request to Speak Card”, located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. There is a time limit of three (3) minutes for each speaker.
None.
6. **Final Action:** If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

- A. Discussion and possible action on the Town's Mission, Vision and Values.

Council briefly discussed whether to proceed with the meeting without the full Council present and decided to continue with the discussion since the facilitator (Theresa Makinen – MakPro) and staff were present.

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Queen Creek Town Council
November 15, 2017
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Town Manager Kross provided some historical background on the development of the current Mission, Vision and Value statements and how the annual strategic priorities are tied to them. He added that this discussion was a follow-up from the Council's Strategic Planning Session held in February 2017. Mr. Kross stated that Council can review the comments from individual interviews or focus on a particular concern and bring back the issue back at a future meeting for further discussion.

Ms. Makinen reviewed with Council the current Mission, Vision and Value statements and provided a comparison to other municipalities, non-profit and for-profit organizations. She also briefly reviewed Queen Creek's strategic priorities and Council's comments from the individual interviews on what Queen Creek's mission should be.

Council discussed revising the Mission, Vision and Value statements to be shorter and more succinct and commenting that a mission statement should include what is unique to quality of life and sense of community. There was also discussion on combining the Mission and Vision statements.

Discussion on a Vision statement was about having an action-based statement, stating what the Town wants to be i.e. best place for families, best place for business, and referencing the past and future.

Ms. Makinen reviewed the Values statement and Council's interview responses. The Council did a brief brainstorming activity and selected the Council's top 5 values from the activity for discussion.

Council discussed the importance of referencing individual rights and business.

MOTION:	To approve a new Mission Statement: To ensure a high quality of life, promote a strong sense of community, protect our residents and provide world class public service:
RESULT:	Approved 5-1
MOVER:	Council Member Turley
SECONDER:	Vice Mayor Brown
AYES:	Barney, Wheatley, Benning, Brown, Turley
NAYS:	Oliphant
ABSENT:	Hoffman

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 Queen Creek Town Council
 November 15, 2017
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MOTION: To approve a new Values statement to include: Responsive, Innovative, Transparent, Respectful, Friendly:
RESULT: Approved unanimously
MOVER: Council Member Benning
SECONDER: Council Member Turley
AYES: Barney, Wheatley, Benning, Brown, Oliphant, Turley
ABSENT: Hoffman

MOTION: To approve a new Vision Statement: We honor our past and embrace our future in being the best place to live and do business:
RESULT: Approved unanimously
MOVER: Council Member Oliphant
SECONDER: Council Member Wheatley
AYES: Barney, Wheatley, Benning, Brown, Oliphant, Turley
ABSENT: Hoffman

7. Adjournment

The meeting adjourned at 7:09 p.m.



MINUTES
Joint Meeting
Queen Creek Town Council
and
Queen Creek School District Governing Board
 Community Chambers
 20727 E. Civic Parkway
 November 29, 2017
 6:00 PM

1. **Call to Order:** The meeting was called to order at 6:19 p.m.
2. **Roll Call:** (one or more members of the Council may participate by telephone)
 Town Council members present: Benning; Hoffman; Oliphant; Wheatley and Mayor Barney.

 QCUSD Board members present: Leonard; Nativio; Revolt; Vice President Schultz and President Brague.

 Introductions of Town Council and staff and QCUSD Board and staff were made.
3. **Items for Discussion:** These items are for discussion only and no action will be taken. In general, no public comment will be taken.
 - A. Update on Town activities and events.

 Economic Development Director Doreen Cott provided an updates on Town Center improvements; the Economic Development Strategic Plan and Town Center Plan and several new shopping center developments throughout town.

 Planning Administrator Brett Burningham reviewed the growth areas within the QCUSD and thanked the District for participating in reviewing plans/projects.
 - B. Update on School District activities and events.

 Executive Director Erika Copeland reviewed the Districts Mission Statement and strategic plan objectives; highlighted special programs i.e. K-8 keyboarding; Career Challenge; Career Path and Math Strategy class for parents.

 Chief Financial Officer Crystal Korpan gave a report on the 2017 bond election and what projects and programs the bonds will be used for.
 - C. Discussion on cooperative efforts for community-wide suicide prevention.

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Queen Creek Town Council and Queen Creek School District Governing Board
November 29, 2017
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Council Members Oliphant and Wheatley introduced a new and developing program in cooperation with Banner Ironwood scheduled for November 30, 2017. Assistant to the Town Manager Tracy Corman added that the program will be a six event community conversation series with Banner representatives facilitating.

QCUSD Assistant Superintendent Dr. Cort Monroe discussed the District's efforts that include a health and wellness program in the high school and a suicide prevention forum. QC High School Principal Paul Gagnon discussed the EMPACT classroom presentations.

D. Discussion on the status of the School Resource Officer Program.

Ms. Corman provided an overview of the SRO program with Maricopa County Sheriff's Office.

Dr. Monroe discussed school safety grant details.

E. Tour of Community Chambers and Sheriff's Office facilities.

The meeting adjourned immediately prior to the facility tour.

4. Adjournment

The meeting adjourned at 7:38 p.m.



Minutes
Regular Session
Queen Creek Town Council
 Community Chambers, 20727 E. Civic Parkway
 December 6, 2017
 5:30 PM

1. **Call to Order:** The meeting was called to order at 5:30 p.m.
2. **Roll Call:** (one or more members of the Council may participate by telephone)

Robin Benning	Council Member	Absent – attending CAG
Jake Hoffman	Council Member	Present via telephone until 5:58 p.m.
Dawn Oliphant	Council Member	Present – arrived at 5:46 p.m.
Emilena Turley	Council Member	Present – arrived at 5:43 p.m.
Julia Wheatley	Council Member	Present
Jeff Brown	Vice Mayor	Present
Gail Barney	Mayor	Present

Mayor Barney moved agenda Item 15A up prior to the Executive Session.

3. **Motion to Adjourn into Executive Session (to be held in the Ironwood Conference Room in the Community Chambers Building) for the following purposes):**
 - A. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorney and representatives to consider the Town's position and instruct its representatives regarding the possible acquisition of property related to: Orchard Ranch 12-acre school site-Queen Creek Unified School District. A.R.S. 38-431.03(A)(3) & (4)
 - B. Discussion and consultation with the Town's attorney and with the Town's representatives regarding the incorporation petition and map filed on 10/6/17. A.R.S. 38.431.03(A)(3) & (4)
 - C. Discussion and consultation with the Town's attorney and with the Town's representatives regarding annexations and providing utility services. A.R.S. 38-431.03(A)(3) & (4)
 - D. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorney and representatives to consider the Town's position and instruct its attorneys regarding pending litigation: Savage & Noschese vs. Town of Queen Creek. A.R.S. 38-431.03(A)(3) & (4)

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MOTION: To adjourn to Executive Session at 5:58 p.m.:
RESULT: Approved 6-0
MOVER: Vice Mayor Brown
SECONDER: Council Member Wheatley
AYES: Barney, Wheatley, Brown, Oliphant, Turley, Hoffman
ABSENT: Benning

The Regular Session reconvened at 6:37 p.m.

4. **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 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. (Items that the Council wishes to discuss may be considered Item #12).

Consent Agenda item "T" was removed for separate vote.

MOTION: To approve Consent Agenda Items A-S:
RESULT: Approved unanimously
MOVER: Vice Mayor Brown
SECONDER: Council Member Wheatley
AYES: Barney, Wheatley, Brown, Oliphant, Turley
ABSENT: Benning, Hoffman

MOTION: To approve Consent Agenda Item T:
RESULT: Approved 4-1
MOVER: Vice Mayor Brown
SECONDER: Council Member Wheatley
AYES: Barney, Wheatley, Brown, Oliphant
NAYES: Turley
ABSENT: Benning, Hoffman

- A. Consideration and possible approval of the following minutes: September 13, 2017 Special Meeting; September 20, 2017 Joint & Regular Meeting; October 4 & 18, 2017 Regular Meeting.

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- B. Consideration and possible approval of Expenditures Over \$25,000. (Budgeted in FY17/18)
 - 1. Dell - computer hardware purchase: \$70,000
 - 2. Southwest Waterworks - well maintenance & repairs: \$830,000
 - 3. MR Tanner - concrete & pavement markings: \$30,000
 - 4. Empire Southwest - heavy equipment rental: \$50,000
- C. Consideration and possible approval of a relocation easement to be granted to Salt River Project (SRP) along 220th Street north of Queen Creek Road.
- D. Consideration and possible approval of Resolution 1172-17 modifying Assessment No. 20.01 for Improvement District No. 001 of the Town of Queen Creek.
- E. Consideration and possible approval of the Intergovernmental Agreement for the Regional Metropolitan Phoenix Fire Service Automatic Aid.
- F. Consideration and possible approval of Amendment No. 5 to Intergovernmental Agreement (IGA) #2013-4105-0134 with the Town of Gilbert for the use of Gilbert's Household Hazardous Waste Facility.
- G. Consideration and possible approval of a Professional Services Contract with Matrix Design Group in an amount not to exceed \$284,240 for Superstition Vistas Master Plan in the Town's Planning Area, and authorize the necessary budget adjustments.
- H. Consideration and possible approval of an on-call project order with EPS Groups, Inc. in an amount not to exceed \$374,080 for Engineering Services for the design of water and sewer improvements in the Signal Butte and Meridian Regional Area; and necessary budget adjustments.
- I. Consideration and possible approval of an on-call project order with Hilgartwilson, LLC in an amount not to exceed \$121,325 for Engineering Services for the design of the Church Farms Storage Tank and Booster Pump Station.
- J. Consideration and possible approval of an on-call project order with Kimley Horn and Associates in an amount not to exceed \$96,947 for Engineering Services for the Signal Butte Road and Schnepf Road Irrigation Pipelines.
- K. Consideration and possible approval of Professional Services Contract with Cartegraph Systems, Inc. in an amount not to exceed \$53,350 for implementation services of a Cartegraph Work Order System.
- L. Consideration and possible approval of a Construction Services Contract with Blucor Contracting, Inc. in an amount not to exceed \$643,962 for the construction of sewer collection system improvements along the Riggs Road Alignment: Crismon Road to Signal Butte (WW060); and necessary budget adjustments.

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- M. Consideration and possible approval of a project order with ACS Services (Contract 2017-018) in an amount not to exceed \$50,250.00 for quality assurance testing services for the Ellsworth Road and Queen Creek Road Intersection Improvements Phase 2, Town of Queen Creek (TOQC) Project No. I0010. (This is a budgeted item).
 - N. Consideration and possible approval of the following items related to the new Field Operations Facility (MF005): a) Cooperative contract with Modular Solutions for an amount not to exceed \$743,225 for demolition, relocation, and reconstruction of two steel buildings; b) Cooperative contract with Climatec for an amount not to exceed \$49,370 for the fire and safety inspections, products, and service solutions in the relocated modular units.
 - O. Consideration and possible approval of the following items related to the Sonoqui Wash Channelization Phase IIB Improvements (A0510): a) A construction services contract with Rummel Construction in an amount not to exceed \$3,764,948 for the construction of the Sonoqui Wash Channelization Phase IIB Improvements. This is a budgeted item in FY 2017-18. b) A Project order to the Town's On Call Contract with Logan Simpson in an amount not to exceed \$68,797 for the archaeological monitoring during construction. This is a budgeted item in FY 2017-18.
 - P. Consideration and possible approval of Work Order #2 with Valley Rain Construction Corporation in an amount not to exceed \$178,937 for improvements to the Queen Creek Wash Trail at Ellsworth Road Bridge and authorize the necessary budget adjustments. (This is not a budgeted item).
 - Q. Consideration and possible approval of a professional services contract with Raftelis Financial Consultants in an amount not to exceed \$49,060 for a Best Practices Operational Assessment for Utility, Meter Reading and Utility Billing Operations and necessary budget adjustments.
 - R. Consideration and possible approval of a renewable one-year lease agreement with Lauri Lock for lease of premises located at 22249 S. Ellsworth Rd.
 - S. Consideration and possible approval to adopt the 2017 Water Master Plan Update.
 - T. Consideration and possible approval of the Town of Queen Creek 2018 Legislative Agenda.
- 5. Items for Discussion:** These items are for Council discussion only and no action will be taken. In general, no public comment will be taken. Depending on time remaining, the Council may carryover any agenda item listed prior to the scheduled recess to the reconvened meeting that begins at 7:00p.m.
- A. Presentation and discussion of the Town Center's dedicated 0.25% sales tax.
Finance Director Scott McCarty presented an overview of the Town Center .25% sales tax program that was implemented in 2007 and generates approximately \$700K annually from 90 businesses within three major retail centers. Mr.

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McCarty added that there are about 40 other Town Center businesses that don't pay the additional sales tax. Mr. McCarty discussed the use of the tax revenue for infrastructure within the Town Center boundary, special events and programs to offset impact to smaller businesses.

Mr. McCarty presented several issues to consider:

- Town Center infrastructure
- Use a portion of the annual revenue to reduce debt service on Loop Rd
- Allocate a portion of the annual revenue to public safety (MCSO contract)

Council discussed using revenues for critical infrastructure and public safety and reducing funding for special events.

B. Discussion on Town's Law Enforcement Strategies and Program overview.

Town Manager John Kross reviewed the history of contracting with MCSO beginning in 1990 – with a ¼ beat at \$75K annually to the current \$6M annually with additional personnel, beats, and programs. He also gave a comparison of pre-2013 contracts to after 2013 contracts that focused more on accomplishments. Mr. Kross stated that working with consultant Rich Hendricks, accountability focus, directed patrol and other programs were established. The Town completed the CPSM and MCSO 5-year Strategic Plan (FY16-2021) with several recommendations already implemented.

Rich Hendricks, the Town's consultant, reported he had just completed being on-site with MCSO for two days. Mr. Hendricks explained that the public safety program is specific to Queen Creek's needs and requirements and that MCSO is fully engaged in achieving the expected outcomes.

Mr. Hendricks discussed the traffic issues and current results of the 2017 Traffic Initiative and directed patrol. He explained that using the resources to fullest capacity provided in the contract is important and that traffic can be managed with the existing contract if directed patrol and focus on the traffic triangle initiative is continued.

Council discussed overall public safety and budget.

6. **Recess** – n/a
7. **Pledge of Allegiance:** Led by Mayor Barney
8. **Invocation/Moment of Silence:** Fire Chaplain Phillip Stowell

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

A. Recognition of Firefighter Dallas Pardo - Deployment to Guantanamo Bay

Fire Chief Knight introduced FF/Paramedic Dallas Pardo, who is also a member of the Arizona Army National Guard 850th Battalion being deployed to Guantanamo Bay for one-year. Mr. Pardo's last shift at Station 3 is December 6, 2017 until his return. A video capturing Mr. Pardo's service was shown and he provided remarks afterward.

B. Recognition of Town Attorney Fredda Bisman – Retirement

Town Manager Kross recognized Ms. Bisman's time with the Town through many ups & downs, providing her expertise in land use, election and finance laws.

Mayor Barney presented Ms. Bisman with a retirement gift on behalf of the Council along with a Proclamation "Fredda Bisman Day".

10. Public Comments: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. There is a time limit of three (3) minutes for each speaker.

None.

11. 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.

(See attached slide)

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

1. Parks & Recreation Advisory Committee - November 14, 2017

Committee Chair David Dobbs reported on the Committee discussions on the trail system and future development; Parks & Recreation Master Plan Update; impact fee update; and statistics of Trunk or Treat, Bacon, Blues & Brews and Vintage & Vino events.

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- 12. Carryover Consent Agenda Items:** Any Consent Agenda item that was pulled for a separate discussion and vote will be heard at this time.

None.

- 13. Public Hearings Consent Agenda:** Prior to consideration of the Public Hearings Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.

None.

- 14. Public Hearings:** If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

- A. Public Hearing for Annexation P17-0144 "Ironwood Crossing", a proposed annexation of numerous parcels totaling approximately 1,485 acres, generally located between Germann and Ocotillo Roads; and Meridian Road and Ironwood Drive.

Development Services Director Chris Anaradian reviewed the request from Ironwood Crossing residents for annexation and an annexation timeline. Collecting signatures can begin on December 8, 2017, which is the end of the 30-day waiting period after the blank petition, map and legal description was filed with Pinal County (November 8, 2017).

The Public Hearing was opened.

Liz Johnson, Queen Creek Ranchos (San Tan Valley), stated her support of the annexation that could provide a future annexation path for her neighborhood.

Nancy Naylor, Co-Chair of Ironwood Crossing annexation committee spoke in support of the annexation, citing the neighborhoods inclusion in the Town's General Plan for past 10 years; future growth and prosperity of the area and value of the public safety services.

Beth Riley, Chair of Ironwood Crossing annexation committee spoke in support of the annexation, stating the majority of Ironwood Crossing residents also support annexation. She stated that the neighborhood approached the Town and comments regarding poaching and stealing were inaccurate.

Ms. Riley and Ms. Naylor thanked Town staff for their assistance and presented the Council with a photo of the Ironwood Crossing entry monument.

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Comment cards were received from the following:

Dawn & Dwight Johanningsmeier, Ironwood Crossing – in favor
Jauna Mazzocco, Ironwood Crossing – in favor
Evelyn Rosciszewski, Ironwood Crossing – in favor
Cindi & Mike Lembeck, Ironwood Crossing – in favor
Judith Gaines, Ironwood Crossing – in favor
Dave & Bev McCormick, San Tan Valley – in favor
Jan & Jessica Tadlock, San Tan Valley – in favor

The Public Hearing was closed.

The meeting was recessed from 7:26 pm to 7:39 pm

- 15. Final Action:** If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

(Council Member Hoffman was present via telephone and this item was discussed prior to Executive Session)

- A. Discussion and possible adoption of Resolution 1174-17 providing for the sale of excise tax and state shared revenue obligations evidencing proportionate interests in installment payments pursuant to a purchase agreement; authorizing with respect thereto necessary agreements; delegating certain authority; approving an official statement and declaring an emergency.

Finance Director Scott McCarty presented an overview of the planned bond issue in the estimated amount of \$75M at 4% interest rate, with excise taxes pledged for repayment. Impact fees will also be used as a repayment source. The bond revenue will be used for transportation (\$65M); 2 fire stations (\$6M); and public safety building (\$4M).

Mr. McCarty provided additional information on funding transportation projects through the Town and developers and/or other governmental entities. He also stated that there will be no increases to taxes or fees and reviewed the early payoff provision.

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There was some discussion on possibly widening Ellsworth Road north of Germann (City of Mesa) and increasing the bond amount to do so. Public Works Director Troy White responded that all options are being explored. Town Attorney Holcomb stated that discussion of additional road projects was not included on the agenda but the bond amount could be discussed.

Council discussed further exploring regional partnerships for transportation solutions and that there were several north/south road projects included in the 10-year transportation project list.

MOTION:	To approve Resolution 1174-17 providing for the sale of excise tax and state shared revenue obligations evidencing proportionate interests in installment payments pursuant to a purchase agreement; authorizing with respect thereto necessary agreements; delegating certain authority; approving an official statement and declaring an emergency :
RESULT:	Approved unanimously 6-0
MOVER:	Council Member Wheatley
SECONDER:	Council Member Oliphant
AYES:	Barney, Wheatley, Brown, Oliphant, Hoffman, Turley
ABSENT:	Benning

- 16. Items for Discussion:** These items are for Council discussion only and no action will be taken. In general, no public comment will be taken. Any agenda items listed for discussion prior to the scheduled recesses and were postponed will also be discussed at this time.

Agenda Item 5B was discussed at this time.

- 17. Motion to Adjourn to Executive Session** The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

The Council reconvened to Executive Session at 8:14 p.m.

- 18. Adjournment**

The Regular Session reconvened and adjourned at 9:25 p.m.



Requesting Department

Finance

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: MYRNA QUIHUIS, PROCUREMENT OFFICER
RE: Consideration and possible approval of Expenditures Over \$25,000. (Budgeted in FY17/18)
DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of expenditures \$25,000 and over.

Relevant Council Goal(s):

N/A

Proposed Motion:

Move to approve Town expenditures \$25,000 and over, pursuant to Town purchasing policy.

Discussion:

The following items being requested are:

1. Water Well Patching and Repair Services
2. Water Distribution Parts
3. SRP Electrical Design and Construction Services

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is \$489,343. Funds have been identified within their line item budgets as approved in the FY 2018 budget or subsequently approved by Council.

Attachment(s):

Attachment - January 17, 2018 REVISED

Attachment: Expenditures \$25,000 and Over

**Budgeted in Fiscal Year 2017-18
January 17, 2018**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	Longmire Well Service	Water well patching and repair services	Spending authority to provide patching and/or swaging/sealing of damaged holes in production water well casing resulting from trauma, age or condition of well causing water delivery of water quality issues.	Utilities	\$65,000	Single Source	Council could choose not to approve the expenditure; Staff is in the process of developing a solicitation for these services, however, repairs are needed to wells prior to the solicitation. Based on staff research, this vendor is currently the sole provider of this service in the State of Arizona. Not approving this request would hinder the Town's ability to provide/deliver potable water to well areas.
2	Core and Main	Water Distribution Parts	Contract spending authority for water distribution parts for repairs, maintenance and CIP projects.	Utilities	\$350,000	Town Contract #2013-092 (City of Chandler Contract #WH3-890-3218)	Council could choose not to approve the expenditure; however, the impact of this action would result in having to go through the solicitation process delaying scheduled projects and repair work needing to be completed. The Town currently utilizes a cooperative agreement through the City of Chandler to purchase water distribution parts. The Town would not be guaranteed better pricing if a new contract were solicited.

Attachment: Attachment - January 17, 2018 REVISED (Expenditures Over \$25,000 - January 17, 2018)

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
3	SRP	Electrical Design and Construction Services	Contract spending authority for the design and construction of electrical facilities for the Mansel Carter Oasis Park Project (West Park). The Town will be purchasing the monthly electrical service from Electrical District 6. However, the infrastructure design, construction, and payment will be made to SRP. The fiscal impact is included within the existing project budget.	Marketing, Communications & Recreation	\$74,343	Sole Source	Council could choose not to approve the expenditure. This would prevent staff from completing the electrical infrastructure to provide power to Mansel Park.

Attachment: Attachment - January 17, 2018 REVISED (Expenditures Over \$25,000 - January 17, 2018)



Requesting Department

Utilities

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: PAUL GARDNER, UTILITIES DIRECTOR

RE: Consideration and possible approval of a Construction Services Contract with In Ground Construction, Inc. in an amount not to exceed \$139,054 for the construction of a 16-inch waterline along the Riggs Road Alignment: Crismon Road to Signal Butte (WA155).(Budgeted in FY17/18)

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of a Construction Services Contract with In Ground Construction, Inc. in an amount not to exceed \$139,054 for the construction of a 16-inch waterline along the Riggs Road Alignment: Crismon Road to Signal Butte (WA155).

Relevant Council Goal(s):



Secure Future: KRA Environment

Proposed Motion:

Move to approve a Construction Services Contract with In Ground Construction, Inc. in an amount not to exceed \$139,054 for the construction of a 16-inch waterline along the Riggs Road Alignment: Crismon Road to Signal Butte (WA155).

Discussion:

On October 27, 2017, the Town issued Invitation for Bid (IFB) No. 17-018 for Riggs Road Alignment Water Improvements - Crismon Road to Signal Butte Road in accordance with Town purchasing policies and procedures. On November 14, 2017, staff received 10 bids in response to this IFB. In Ground Construction, Inc. has been determined to be the lowest responsive, responsible bidder and the Town recommends awarding the contract to In Ground Construction, Inc.

Construction of improvements with the proposed contract represents the second phase of the Riggs Road: Ellsworth Road to Meridian Road utility improvement corridor. The projects within the corridor represent the culmination of several years of master planning, budget programming, and design by the Utilities Department. The corridor projects are identified in the Town's water and wastewater master plans. The utilities will serve as the backbone water and sewer utility for nearly all of the properties included in the South Specific Area Plan approved by Town Council on December 16, 2015.

Construction with the contract proposed in this staff report will only include water improvements between Crismon Road and Signal Butte Road. The associated sewer line improvements within this section were awarded to BluCor Construction by Town Council on December 4, 2017 and are now underway.

Design for the next phase of utility construction is nearly complete and is expected to move to construction in February of 2018.

Fiscal Impact:

The total not to exceed amount of \$139,054 includes the contract amount of \$126,413 and \$54,300 (10%) in contingency for possible unanticipated additional services.

For administrative purposes, the WA067 project was split into three 1-mile segments. WA155 (Crismon to Signal Butte) is in the FY17-18 approved Water CIP budget, and includes expenditure authority sufficient to enter into this service contract. Therefore, no budget adjustments are required.

Alternatives:

Town Council may choose to not approve this contract. If not approved at this time, construction of the water improvements will be delayed until a way forward is found and Council approval can be obtained. A delay in approval to move forward at this time may result in delays for construction of the roadway improvement project that are being pursued as a joint effort between the County and the Town. Another scenario could be that the roadway project is constructed ahead of the water being installed. Installation of water lines after roadway construction would significantly increase cost of construction.

Attachment(s):

Contract

Exhibit



CONTRACT

**TOWN OF QUEEN CREEK
CONTRACT FOR
IFB No. 18-012, Riggs Rd Water Plan – Phase 2, Crismon to Signal Butte**

THIS CONTRACT is made and entered into on the _____ day of December, 2017, by and between Town of Queen Creek, an Arizona municipal corporation, hereinafter called “**Town**” and the “**Contractor**” designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

TOWN:	Town of Queen Creek, Arizona Project Manager: Michael Huber Telephone: 480-580-8561 E-mail: mike.huber@queencreek.org
CONTRACTOR:	In-Ground Construction, Inc. 3048 E. Baseline Rd, Suite 127, Mesa, AZ 85204 Arizona ROC No.: 313107 - A Federal Tax ID No: 47-2012744 Representative: Joel Ortega, President Telephone: 602-592-3489 E-mail: joelhomedemo@gmail.com
PROJECT MANAGER/ DESIGNER	Sunrise Engineering, Inc. 2152 S. Vineyard, Suite 123 Mesa, Arizona 85210 Representative: Ricky M. Holston, P.E. Telephone: (480) 768-8600 E-mail: rholston@sunrise-eng.com

PROJECT DESCRIPTION: Major elements of the project include furnishing all labor, tools, materials, equipment and any other incidentals necessary for the construction of an 16-inch water line and appurtenances for approximately one mile along the future Riggs Road alignment.

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)



ARTICLE 2 – CONTRACT DOCUMENTS

2.1 **Contract Documents.** The Contract Documents include those identified in Section 2.4 of the General Conditions, including the following:

1. This Contract;
2. Invitation for Bids (and all addenda thereto and documents incorporated therein) (collectively the IFB);
3. Town’s General Conditions (and all documents incorporated therein) (collectively the General Conditions);
4. Required documents submitted as part of Contractor’s accepted Bid; and
5. Statutory bonds submitted by Contractor.

The Contract between the parties includes all of the Contract Documents. In the event of a conflict of language between the documents, the provisions shall prevail in the order set forth above. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts.

2.2 **Definitions.** The definitions in Section 1 of the General Conditions and Section 1.01 of the IFB Instructions to Bidders apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

N/A

2.3 **Special Provisions.** If there are any additional provisions that apply to this Project, they are set forth in the Special Provisions included in the IFB.

2.4 **Project Plans And Specifications.** A detailed list of the plans and specifications for this Project are included in the IFB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor is not providing any Design Phase Services to the Town in relation to this Project unless otherwise noted in the Contract Documents.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 **General.**

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor’s accepted Bid, or otherwise,



approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered "Work Made for Hire" as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, are stated in the Special Provisions included in the IFB, and also include the following: N/A

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.



5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed in the Special Provisions and also include the following: Town shall provide a third party monitor to observe construction activities through the archeology site and shall pay for costs associated with handling archeological items as required by the third party monitor. Contractor shall be responsible for expenses related to archeological monitoring or handling of items that result from a negligent or malicious act on behalf of the contractor or sub-contractors.

5.3 Additional Information to be provided by Town, if any, is listed in the Special Provisions and also include the following:

ARTICLE 6 - CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Town of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the IFB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is 60 calendar days from the issuance of the NTP. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: TBD calendar days from the issuance of the NTP.

6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:



\$(to be added by PM if applicable) per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$(to be added by PM, if applicable) per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

ARTICLE 7 - CONTRACT PRICE

7.1 Contract Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$126,412.50.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made only in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.



ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the IFB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town when required and in accordance with Section 4.2 hereof prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions, Section 4.2 hereof, and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

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

TOWN OF QUEEN CREEK:

IN GROUND CONSTRUCTION, INC.:

By: _____

By: _____

ATTEST:

Its: _____

Town Clerk

REVIEWED AS TO FORM:

Town Attorney

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)



GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the IFB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

The Town has adopted General Conditions which encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of the General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CMAR), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC). Sections 15 through 17 of the General Conditions apply to specific types of contract, and where applicable, their application is referenced in the contract. The current edition of the General Conditions can be found on the Queen Creek Website at: <http://www.queencreek.org/departments/finance-/procurement/bids-rfqs>. Town operates under the latest revision of the MAG Specifications as amended by Town. Town's current effective amendment to the MAG Specifications, if any, may be downloaded from Town's Web site. Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona and may also be downloaded at their Web site: <http://www.mag.maricopa.gov/> under "Publications." The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract



INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
Contractors General Liability	
a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000
Automobile Liability	
a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000
Contractual Liability	
a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Workman's Compensation	
a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000



4. **Additional Provisions:**

- A. **Additional Insured:** Contractor shall name the Town of Queen Creek as an “Additional Insured” on all insurance policies, except Worker’s Compensation, and this fact and the project name and number shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors’ required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Queen Creek.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. 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. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Contractor must have no less than an “A” rating in accordance with the A.M. Best rating guide.
- E. **Deductible:** Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. **Rental Equipment:** 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. **Personal Property:** 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. 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.
- H. **Waiver of Subrogation:** Town and Contractor waive all rights against each other, Project Manager (if not an employee of Town) and Design Professional, 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.
- I. **Right to Require Higher Limits:** 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.
- i. **Waiver of Requirements:** The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.



SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below.

List of Special Provisions:

Plans: see Attachment I – Plan Set

Specifications and Special Provisions:

Special Provisions: see Attachment II - Special Provisions



BID SCHEDULE

IFB No. 18-012, Riggs Road Water Plan - Phase 2, Crismon to Signal Butte

***NOTE: PIPE, VALVES, FITTINGS, BLOW-OFFS AND BOXES ARE ALL PROVIDED BY TOWN - LINE ITEMS ARE FOR COST OF INSTALLATION.**

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	INSTAL PRICE	EXTENDED PRICE
1	MOBILIZATION	LS	1	3,400 ⁰⁰		3,400 ⁰⁰
2	STORM WATER POLLUTION PREVENTION	LS	1	5,500 ⁰⁰		5,500 ⁰⁰
3	PERMITTING	LS	1	900 ⁰⁰		900 ⁰⁰
4	TOWN OF QUEEN CREEK CONTROLLED ALLOWANCE	LS	1	\$30,000.00		\$30,000
5	16" PVC C909 WATER PIPE	LF	5,351		10 ⁵⁰	56,185 ⁵⁰
6	12" PVC C909 WATER PIPE	LF	201		17 ⁰⁰	3,417 ⁰⁰
7	8" PVC C909 WATER PIPE	LF	610		18 ⁰⁰	10,980 ⁰⁰
8	16" GATE VALVE WITH BOX AND COVER PER TOQC STD DETAIL QW301 & QW302	EA	8		200 ⁰⁰	1,600 ⁰⁰
9	12" GATE VALVE WITH BOX AND COVER PER TOQC STD DETAIL QW301 & QW302	EA	3		150 ⁰⁰	450 ⁰⁰
10	8" GATE VALVE WITH BOX AND COVER PER TOQC STD DETAIL QW301 & QW302	EA	4		125 ⁰⁰	500 ⁰⁰
11	FIRE HYDRANT PER TOQC STD DETAIL QW201 & QW202	EA	8		800 ⁰⁰	6,400 ⁰⁰
12	VERTICAL REALIGNMENT OF WATER MAIN PER TOQC STD DTL QW611	EA	3		1,675 ⁰⁰	5,025 ⁰⁰
13	2" BLOW-OFF ASSEMBLY, TYPE B PER TOQC STD DETAIL QW602	EA	1		215 ⁰⁰	215 ⁰⁰
14	2" COMBINATION AIR/VACUUM RELEASE VALVE	EA	4		460 ⁰⁰	1,840 ⁰⁰

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)



TOTAL BID:	\$ 120,412 ⁵⁰
-------------------	-------------------------------------

\$126,412.50 ~~MRP~~

Total Bid in Writing:

ONE HUNDRED TWENTY SIX THOUSAND, FOUR HUNDRED TWELVE AND 50/100

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts.

SIGNED: [Signature]

COMPANY: IN GROUND CONSTRUCTION, INC

THIS PROPOSAL IS SUBMITTED BY IN GROUND CONSTRUCTION, INC, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF ARIZONA; A PARTNERSHIP CONSISTING OF _____ OR AN INDIVIDUAL TRADING AS _____ AND

THE HOLDER OF AN ARIZONA STATE CONTRACTOR'S LICENSE: ROC# 313107

CLASSIFICATION "A" GENERAL ENGINEERING

NAME JOEL ORTEGA TITLE PRESIDENT DATE 11/14/17

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)



ACKNOWLEDGEMENT OF ADDENDA

IN-GROUND CONSTRUCTION, INC acknowledges that it has received the following addenda: (Bidder name)

ONE (1)	Nov. 8, 2017
(Addendum #)	(Date)
TWO (2)	Nov 9, 2017
(Addendum #)	(Date)
THREE (3)	Nov 13, 2017
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)

Date: 11/14/17

[Signature]

(Signature)

PRESIDENT

(Title)

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)



Statutory Bid Bond

STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That In Ground Construction, Inc. (hereafter "Principal"),
as Principal, and Old Republic Surety Company, a corporation organized and existing under the
laws of the State of Wisconsin, with its principal offices in the City of Brookfield,
(hereafter "Surety"), as Surety, are held and firmly bound unto the
Town of Queen Creek (hereafter "Obligee"), in
the amount of Ten Percent of Bid Amount (Dollars)
(\$ 10% of Bid Amount), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for IFB No. 18-012 Riggs Road Water Plan Phase 2

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall
enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and
certificates of insurance as specified in the standard specifications with good and sufficient surety for the
faithful performance of the contract and for prompt payment of labor and materials furnished in the
prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give
the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the
penalty of the bond between the amount specified in the proposal and such larger amount for which the
Obligee may in good faith contract with another party to perform the work covered by the proposal then this
obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed
pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall
be determined in accordance with the provisions of the section to the extent as if it were copied at length
herein.

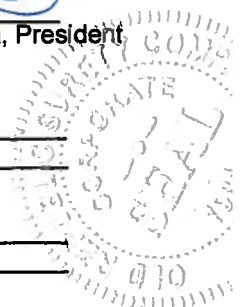
Witness our hands this 14th day of November, 2017

In Ground Construction, Inc.
PRINCIPAL Joel Ortega, President

SEAL

BY: Old Republic Surety Company
Steve Reece, atty-in-fact
SURETY

BY: Powers-Leavitt Insurance Agency, Inc.
PO BOX 125 Buckeye AZ 85236
AGENCY OF RECORD



Attachment: Contract (In Ground Construction - Riggs Rd Water Line)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CHARLENE A. POWERS, GIZELA M. EVANS, ANITA DAYHUFF, BRIDGETT L SPAGLE, STEVE REECE, OF BUCKEYE, AZ

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS(\$5,000,000) FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of APRIL, 2016.

OLD REPUBLIC SURETY COMPANY

[Signature of Jane E. Cherny] Assistant Secretary



[Signature of Alan Pavlic] President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 4TH day of APRIL, 2016, personally came before me, Alan Pavlic and Jane E Cherny, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature of Kathryn R. Pearson] Notary Public My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

52-6000

Signed and sealed at the City of Brookfield, WI this 14 day of November, 2017.



[Signature of Jane E. Cherny] Assistant Secretary

POWERS-LEAVITT INS AGENCY INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)



RESOLUTION OF BOARD OF DIRECTORS

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF

IN GROUND CONSTRUCTION, INC.
(Name of Corporation)

RESOLVED that JOEL ORTEGA PRESIDENT of
(Person Authorized to Sign) (Title)

IN GROUND CONSTRUCTION, INC. ("Corporation") is authorized to sign and submit the bid or proposal of this corporation for the following project:

**TOWN OF QUEEN CREEK: IFB No. 18-012, Riggs Rd Water Plan – Phase 2
Crismon to Signal Butte**

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the meeting of its Board of Directors held on the 13th day of NOVEMBER, 2017.

By [Signature]
Title PRESIDENT

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)

Invitation for Bid No. 18-012,
Riggs Rd Water Plan – Phase 2
Crismon to Signal Butte



Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142
Phone: (480)358-3000

SOLICITATION AMENDMENT NO. 1
ISSUE DATE: November 8, 2017

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

A. Responses to Questions by potential Bidders:

1. **Question:** Will the town be providing any pipe materials?
Response: Yes, the Town will be providing all pipe materials, fittings, mechanical joints, tracer wire necessary for construction. Bidding should be for installation only.
2. **Question:** Who is responsible for survey and density testing?
Response: The contractor will be responsible to provide the construction survey and quality control density testing. The Town will also have a 3rd party density testing firm at the site for quality assurance purposes.
3. **Question:** Is a Geo-Tech report available?
Response: A geotechnical report was not completed specifically for this project but relevant geotechnical information may be available from the roadway project that will follow. Town will provide this information to the contractors as it becomes available.
4. **Question:** What are all the permits that are required for this project?
Response: The contractor will be required to obtain a Maricopa County dust control permit. Other permits as identified in the contract and project specifications may also be required according to the need.
5. **Question:** Will the town also be providing the Mechanical Joint Restraints for fittings, Small diameter pipe and fittings for blow offs/Air relief Valves, and Tracer Wire? In other words are there any materials the contractor needs to provide?
Response: The Town will be providing all materials for the project including the mechanical joint restraints for fittings, small diameter pipe and fittings for blow offs/ air relief valves, and Tracer wire.
6. **Question:** How many copies of the bid package are required to be submitted at the bid opening?
Response: Only one copy of the bid package is required.

7. **Question:** Will there be any addendums issued and if so, when?
Response: Addendum No. 1 has been issued November 8, 2017. Please verify through the Town's web page if any amendment(s) have been issued prior to submitting a bid.

8. **Question:** Is there an estimated construction cost for the project?
Response: There is not an engineer's estimate at this time.

9. **Question:** Is there an anticipated date for the notice to proceed?
Response: The Notice to Proceed would be shortly after bid opening and Town Council approval, we anticipate January, 2018.

DUE DATE AND TIME REMAIN THE SAME: Sealed bids are due no later than 3:00 p.m., local time on November 14, 2017.

Melissa Bauer
Bid & Construction Contract Specialist

Invitation for Bid No. 18-012,
Riggs Rd Water Plan – Phase 2
Crissman to Signal Butte



Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142
Phone: (480)358-3000

SOLICITATION AMENDMENT NO. 2

ISSUE DATE: November 9, 2017

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

A. Responses to Questions by potential Bidders:

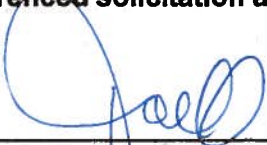
1. **Question:** Are final valve box concrete adjustments required?
Response: Final concrete adjustment are not required on valve boxes. Contractor shall leave the valve boxes 1' above existing grade and protect with soil mounding.
2. **Question:** Per TOQC QW606. Are the trenches we will be digging and installing pipe in going to be considered as unimproved areas or as trenches in paved areas?
Response: The trench shall be compacted as though it is beneath pavement as the road paving project will follow construction of the water line.
3. **Question:** the detail shows compacted native material for bedding but Note 4 says PVC pipe bedding shall be 1" minus granular material. Is this just a native material screened down to 1" minus?
Response: 1" minus native material will be acceptable as backfill in the trench.
4. **Question:** On page SP-21 of the Special Provisions section 201.5 Payment, Clearing and Grubbing it states "Payment for clearing and Grubbing will be made at the contract lump sum price,". There is no bid item for clearing and grubbing. Please clarify.
Response: The Clearing and Grubbing will be handled with the sewer installation project.
5. **Question:** On page SP-27 of the special provisions section 4 – Right –Of-Way and Traffic Control sub section 401.6 Measurement it states "Measurement for Traffic Control shall be made on an Allowance basis" and in sub section 401.7 Payment it states "Payment for Traffic Control and Uniformed Off-duty Law Enforcement Officers shall be made at full reimbursement of actual invoices with 5% markup". Will these items be paid for under Bid Item 4: Town Of Queen Creek Controlled Allowance?
Response: It is not anticipated that there will be any traffic control for this portion of the project. In the event there is it will be handled through the allowances in the contract.

DUE DATE AND TIME REMAIN THE SAME: Sealed bids are due no later than 3:00 p.m., local time on November 14, 2017.

Melissa Bauer
Bid & Construction Contract Specialist

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)

Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.



11/14/17

SIGNATURE

DATE

JOEL ORTEGA, PRESIDENT

IN GROUND CONSTRUCTION, INC

NAME AND TITLE (please print)

COMPANY NAME

3048 E. BASELINE RD.

MESA AZ 85204

ADDRESS

SUITE 127

CITY

STATE

ZIP

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)

Invitation for Bid No. 18-012,
Riggs Rd Water Plan – Phase 2
Crismon to Signal Butte



Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, AZ 85142
Phone: (480)358-3000

SOLICITATION AMENDMENT NO. 3
ISSUE DATE: November 13, 2017

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

A. Responses to Questions by potential Bidders:

1. **Question:** Can you clarify Question #2 of amendment #2?
 - 1a. Is not clear whether we need to follow water line construction for unimproved areas or in paved area detail per QW606. As the answer giving is about compaction or did you mean CONSTRUCTED?
 - 1b. Please clarify as this would be a huge const difference if we have to use pave area detail, using ABC backfill for parallel trenches and 1/2 sack ABC slurry backfill for perpendicular trenches.
 - 1c. Your response was to compact as though the water line is beneath pavement as the road paving project will follow. Does this include using ABC for parallel trenches and 1/2 sack ABC slurry for perpendicular trenches? Or are you referring to the compaction percentage for paved areas?

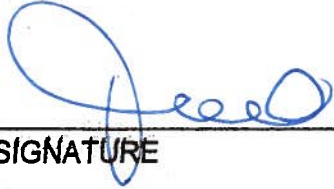
Response: ABC is not required. Trenches can be brought up to grade with native backfill but compacted to beneath pavement subgrade compaction standards.

DUE DATE AND TIME REMAIN THE SAME: Sealed bids are due no later than 3:00 p.m., local time on November 14, 2017.

Melissa Bauer
Bid & Construction Contract Specialist

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)

Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.



SIGNATURE

NOVEMBER 14, 2017

DATE

JOEL ORTEGA, PRES

NAME AND TITLE (please print)

IN GROUND CONSTRUCTION, INC

COMPANY NAME

3048 E. BASELINE, SUITE #127

ADDRESS

MESA, AZ

CITY

STATE

85204

ZIP

Attachment: Contract (In Ground Construction - Riggs Rd Water Line)



Schnepf Farms

County Lot Splits

Riggs Rd

Signal Butte

Crismon

Orchard Ranch

Pegasus Air Park

EMPIRE BLVD





Requesting Department

Public Works

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: TROY WHITE, PUBLIC WORKS DIRECTOR

RE: Consideration and possible approval of a Project Order to the On-Call Professional Service Contract with Quality Testing, LLC in an amount not to exceed \$39,358 for the Quality Assurance Material Testing associated with the Hunt Highway and Empire Boulevard Widening Project - TOQC Project No. A0208 (Budgeted in FY18).

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of a Project Order to the On-Call Professional Service Contract with Quality Testing, LLC in an amount not to exceed \$39,358 for the Quality Assurance Material Testing associated with the Hunt Highway and Empire Boulevard Widening Project - TOQC Project No. A0208 (Budgeted in FY18).

Relevant Council Goal(s):



Superior Infrastructure - Capital Improvement Program

Proposed Motion:

Motion to approve a Project Order to the On-Call Professional Service Contract with Quality Testing, LLC in an amount not to exceed \$39,358 for the Quality Assurance Material Testing associated with the Hunt Highway and Empire Boulevard Widening Project - TOQC Project No. A0208 (Budgeted in FY18).

Discussion:

The construction contract for the Hunt Highway and Empire Boulevard Widening Project was approved by Council on December 20, 2017. The quality assurance material testing will be a critical component of the widening project to ensure construction efforts

adhere to standard specification and requirements. Quality Testing, LLC will provide the necessary sampling, process observation and testing of material associated with project improvements for compliance. The not to exceed amount of \$39,358 includes a 10% contingency for any unanticipated additional services that may be necessary during the construction process.

The construction widening efforts associated with the improvements to Hunt Highway & Empire Blvd are south of Empire Blvd intersection to approximately 1,850 feet southeast of the projects starting point and also include water and sewer utility improvements in the area. In general, the roadway widening will provide for one (1) dedicated right turn deceleration lane in the northbound direction. Major elements as part of this project necessary to widen Hunt Highway include; two signalized intersections along Hunt Highway/Ellsworth Road, a box culvert along Empire Blvd crossing a Sonoqui Wash contributory channel, storm drain, curb, gutter, sidewalks, street lighting, pavement marking and signage. Planned utility improvements consist of 2,600 feet of water line on Empire Blvd, 1,500 feet of sewer line through the Earnhardt property, and 900 feet of sewer line along the west side of Ellsworth Road south of Empire.

Quality Testing, LLC will provide testing services and reports to document the compliance of all materials used during the construction execution phase.

Fiscal Impact:

The Quality Testing, LLC Project Order is not to exceed \$39,358, which includes the Quality Testing proposal amount of \$35,780.68, and \$3,578 (10%) contingency for possible unanticipated, additional services.

Sufficient funds are available within the Drainage & Transportation Fund, in the Hunt Highway and Empire Boulevard Widening Project - TOQC Project No. A0208.

Alternatives:

Quality Testing, LLC was selected from the group of on-call materials testing service firms previously solicited for these purposes and approved by Council. The firms proposed for a project are generally chosen on a rotating basis by staff or for technical services, they offer based on project complexity. Council could choose not to provide quality assurance testing for this project. The impact would result in the Town relying on the testing results generated from the construction contractor's quality control subcontracted firm, which could be a conflict of interest. Council could also direct staff to solicit a proposal from a different firm on the Town's on-call short list.

Attachment(s):

- a. Project Order
- b. Site Map

MASTER ENGINEERING AGREEMENT
PROJECT ORDER: No. 001
TOQC Proj. No. A0208

DATE: _____

Issued by: Public Works - CIP

Issued to: Quality Testing, LLC
 175 W. Hamilton Place, Bldg. 6, Suite 114
 Gilbert, Arizona 85233

Project: Hunt Highway & Empire Blvd. Widening Project
 TOQC Proj. No. A0208

Consultant shall perform the work and services set forth herein, in accordance with the terms and conditions of the Master On-Call Professional Services Contract 2017-019, dated February 1, 2017 between the Consultant and Town.

GENERAL PROJECT DESCRIPTION AND SCOPE OF CONSULTANT'S WORK:

Background:

Quality Assurance services are needed for the Hunt Highway and Empire Blvd. Project A02028.

Scope of Work:

Scope of Work includes Quality Assurance Testing for the Hunt Highway and Empire Blvd. project as outlined in the attached Exhibit A - Scope of Services.

PROJECT SCHEDULE:

Services to begin upon Notice to Proceed.

BASIS FOR PAYMENT:

Project costs is **\$35,780.68** as outlined in the attached Exhibit A - Scope of Work.

SPECIAL CONDITIONS (if any):

1. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract they will be performed in accordance with rates & fees shown on the "Master On-Call Professional Services Contract".

Attachment: a. Project Order (QA Testing - Hunt Hwy & Empire Blvd)

ADDITIONAL CONTRACT DOCUMENTS (if any):

N/A

Town of Queen Creek, An Arizona Municipal Corporation

Approval of Town Council,

Approval of Contract Administrator,

By: _____
Gail Barney, Mayor

By: _____
John Kross, Town Manager

ATTEST:

Jennifer Robinson, Town Clerk

Quality Testing, LLC

Signature

Print Name

Title

Date

Attachment: a. Project Order (QA Testing - Hunt Hwy & Empire Blvd)



EXHIBIT A COST PROPOSAL SUMMARY

SUB CONSULTANT : Quality Testing, LLC - Owner Acceptance Testing Services

PROJECT NAME : HUNT HIGHWAY & EMPIRE BOULEVARD WIDENING PROJECT

LABOR FEES

CLASSIFICATION	REG HOURS	REG RATES	ASS'D % O/T	O/T HOURS	O/T RATES	LABOR COSTS	LABOR TYPE
Registered Profesional Engineer		\$ 117.05			\$ 175.58		8
Materials Supervisor	68	\$ 90.72			\$ 136.08	\$ 6,168.96	Direct
Field Technician II	44	\$ 70.23			\$ 105.35	\$ 3,090.12	Direct
Filed Technician I	308	\$ 61.45			\$ 92.18	\$ 18,926.60	Direct
		\$ -					
		\$ -					
		\$ -					
		\$ -					
Lab Technicians	92	\$ -					
		\$ -					
		\$ -					
		\$ -					

8
6
60

26

**** Regular Rate x Overtime Premium of 1.50**

(1) Direct Billable Labor Cost	\$ 28,185.68
(2) Indirect (Non-Billable) Labor Cost	\$ -
(3) Subtotal	\$ 28,185.68
Subtract Indirect Labor (2)	\$ -
TOTAL EXTENDED QT DIRECT BILLABLE LABOR	\$ 28,185.68

OTHER FEES

CLASSIFICATION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED PRICE
Daily Vehicle & Equipment Charge (Included in Hourly Rate)	45	EA	\$ -	\$ -
				\$ -
				\$ -

TOTAL OTHER FEES \$ -

LAB TESTING FEES

LAB TESTING FEES	NO. UNITS	UNITS	UNIT PRICE	EXTENDED PRICE
301-Concrete Compressive Strength Cylinders		EA	\$ 14.00	\$ -
404-Fracture Faces	1	EA	\$ 97.00	\$ 97.00
411-Plasticity Index (Wet Prep)	4	EA	\$ 117.00	\$ 468.00
413-Standard Proctor	4	EA	\$ 120.00	\$ 480.00
415-Sand Equivalent		EA	\$ 82.00	\$ -
416-Sieve Analysis	10	EA	\$ 72.00	\$ 720.00
417-Specific Gravity of CA	2	EA	\$ 46.00	\$ 92.00
420/421-pH & Resistivity		EA	\$ 95.00	\$ -
425-One Dimensional Swell		EA	\$ 80.00	\$ -
501-AC Core, Density/Thickness	10	EA	\$ 20.00	\$ 200.00
503-AC Core, Drill and Extract	10	EA	\$ 30.00	\$ 300.00
504-Ignition Furnace Calibration	2	EA	\$ 699.00	\$ 1,398.00
505/506-AC Content with Gradation (Ignition Method)	4	EA	\$ 140.00	\$ 560.00
507-AC Marshall Bulk Density		Set of 3	\$ 120.00	\$ -
509-AC Max. Specific Gravity	4	Set of 3	\$ 130.00	\$ 520.00
510-AC Gyrotory Compaction	4	Set of 2	\$ 190.00	\$ 760.00
Specialty Testing per attached contract FEE SCHEDULE	2000	\$LS	\$ 1.00	\$ 2,000.00

TOTAL LAB TESTING FEES \$ 7,595.00

TOTAL ESTIMATE OF ALL FEES \$ 35,780.68

William O'Neill
Estimated By

December 12, 2017
Date Revised

Attachment: a. Project Order (QA Testing - Hunt Hwy & Empire Blvd)

Site Map



Attachment: b. Site Map (QA Testing - Hunt Hyw & Empire Blvd)



Requesting Department

Public Works

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: TROY WHITE, PUBLIC WORKS DIRECTOR

RE: Consideration and possible approval of a)Town Cooperative Purchase Agreement based on a cooperative Mohave County JOC contract No. 15-PS-14-02 with Rummel Construction, Inc.; and b) Work Order #1 for Erosion repairs at the Cloud Basin near Sossaman and Cloud Roads in an amount not to exceed \$41,705. (Storm related damage and not a FY18 budgeted item)

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of a Town Cooperative Purchase Agreement based on a cooperative Mohave County JOC contract No. 15-PS-14-02 with Rummel Construction, Inc. and Work Order #1 for Erosion repairs at the Cloud Basin near Sossaman and Cloud Roads in an amount not to exceed \$41,705. (This is not an FY18 budgeted item)

Relevant Council Goal(s):



Superior Infrastructure - Capital Improvement Program

Proposed Motion:

Motion to approve a Town Cooperative Purchase Agreement based on a cooperative Mohave County JOC contract No. 15-PS-14-02 with Rummel Construction, Inc. and Work Order #1 for Erosion repairs at the Cloud Basin near Sossaman and Cloud Roads in an amount not to exceed \$41,705. (This is not an FY18 budgeted item)

Discussion:

The amount not to exceed \$41,705 includes a 10% contingency for any unanticipated additional services.

A major storm event in July 2017 caused some significant erosion damage at our Cloud and Sossaman Road basin. Town staff will perform the sediment removals and slope re-grading activities, however a more permanent repair to the inlet side of the basin by

installing riprap is recommended to eradicate future erosion from storm water. The installed riprap will save on future storm related maintenance cost.

Legal has reviewed the subject Mohave County contract and have approved it for Town use. Staff requested a proposal for this permanent repair from Rummel and it is attached.

Fiscal Impact:

The total not to exceed amount of \$41,705 includes the Rummel Construction, Inc Work Order #1 amount of \$37,914 plus \$3,791 (10%) for possible unanticipated, additional services. Budget for the Construction Services line within Drainage & Transportation fund will require a FY18 budget adjustment from Contingency totaling \$41,705 in order to award this contract.

Alternatives:

Town Council could not approve the contract and work order and have Town staff merely regrade the slope at the location of the proposed more permanent repair and have them come back after every major storm event and do more slope repairs and sediment removal.

Attachment(s):

- a. Rummel Work Order #1
- b. Site Map



WORK ORDER

MOHAVE COUNTY
CONTRACT NUMBER:
15-PS-14-02

WORK ORDER NUMBER
01

November 27, 2017

6.E.a

TO: Rummel Construction, Inc.
Contractor

FROM: Tom Narva
CIP Project Supervisor
Town of Queen Creek

RE: Erosion Repairs, Cloud Basin, Stage Stop Basin and Ellsworth Rd Basin

This Job Order is issued pursuant to the Agreement between Mohave County Flood Control District and Contractor dated April 4, 2016 and the other documents that were made part of and referenced in the Agreement. This Job Order is the Notice to Proceed with the subject Job Order Project on the below Job Order Beginning Date. The terms of this Job Order are as follows:

Part I - Scope of Job Order Work	
1. Description of the Scope of Job Order Work:	
Erosion Repair - Repair Inlet (Catch Basin & Rip Rap Install)	
This work order includes labor, material, equipment, sales tax, insurance, and fee necessary to complete the work as outlined in proposal "Attachment 1".	
2. A list of each task, quantities for each task, total price for each task and total price for all tasks is attached as "Attachment 1". The Town may require the Contractor to submit and complete this item.	

Part II - Specific Information		
1. Job Order Price		\$37,914.64
2. Schedule	Job Order Beginning Date: (*Date project must start - SEE PART IV)	Upon completion of fully executed work order
	Job Order Final Completion Date: i.e. Date project is complete, including, without limitation, all deficiency, incomplete or correction items (Job Order Punch List)	Per project schedule
If there are more than sixty (60) calendar days between the Beginning Date and the Final Completion Date, or if the Town of Queen Creek has requested a Job Order Progress Schedule, a Job Order Progress Schedule should be attached as "Attachment 2".		

Part III - Approvals

_____ Gail Barney Mayor	_____ Date
_____ John Kross Town Manager	_____ Date
_____ Troy White Public Works Director	_____ Date
_____ Thomas Narva CIP Project Supervisor	_____ Date
DocuSigned by: <i>Carlos Gonzalez, Executive VP</i>	11/30/2017
Rummel Construction, Inc. 8CD88BF21A48428...	_____ Date

Part IV - *Purchase Order

*Per Town Purchasing Policy, a purchase order MUST be in place PRIOR to the authorization of notice to proceed

Purchase Order Number	Date	Total



Rummel Construction, Inc.

General Engineering Contractor
License No. ROC114845 A, ROC114846 B-04

Contract/Proposal No. **2021124R2**

P. (480)222.9922 , F. (480)222.9923
7520 E. Adobe Drive • Scottsdale, AZ • 85255

TO: Town of Queen Creek
22350 S Ellsworth Road
Queen Creek, AZ 85142

EMAIL: tom.narva@queencreek.org

ATTN: Tom Narva

DATE: November 21, 2017

PROJECT NAME: Queen Creek JOC Erosion Repairs

LOCATION: Cloud Basin, Stage Stop Basin and Ellsworth Rd Basins

PLAN DATE: N/A

ARCHITECT: N/A

SOIL ENGINEER: N/A

REPORT DATE: N/A

We propose to furnish all labor and material necessary to complete work as described on a T&M not to exceed basis or lump sum total.
All work will be performed in accordance with the plans and specifications.

Proposal of Work To Be Performed					
No.	Description	Quantity	Unit	Unit Price	Extended Price
CLOUD BASIN INLET REPAIR					
1	MOBILIZATION REPAIR INLET	1	EA	\$ 1,950.00	\$ 1,950.00
2	Repair Inlet (Catch Basin & Rip Rap Install)	1	EA	\$ 33,531.50	\$ 33,531.50
				CLOUD BASIN INLET REPAIR	\$ 35,481.50
				TAX 6.8575%	\$ 2,433.14
				Total	\$ 37,914.64
<p>* Pricing is based on each scope of work as a stand alone project. All projects include permits and mobilizations. If these projects can be done at the same time a cost savings of mob and permits could be issued.</p> <p>* Town of Queen Creek to provide staking, testing and water/water meter at no cost to Rummel Construction Inc.</p> <p>* Pricing based on Mohave County JOC equipment and labor rates.</p> <p>* Pricing for Cloud Basin does not include import or export of material. Assumes all material stays onsite.</p> <p>* Pricing excludes purchase rock mulch, rip rap, ABC and hydroseed of all disturbed areas.</p> <p>* Work includes rip rap provided by the Town of Queen Creek, 18" RGRCP Class III Pipe, MAG 537 Catch Basin, MAG 545 End Section, concrete cuto wall per plan details provided and filter fabric beneath the rip rap.</p>					
					Project Total \$ 37,914.6
This proposal is based on Retail "MRRRA" TPT					State/Co Tax Included in Unit Price
					City Sales Tax Included in Unit Price

This proposal is to become part of the contract. This proposal is subject to change if not accepted within thirty days of the date hereon. This proposal is conditioned upon the negotiation of terms and conditions of a mutually agreeable contract form setting forth the material terms and conditions of the agreement between the parties.

This proposal shall not be effective in the event that the Owner/Contractor seeks to have Rummel Construction defend and/or indemnify it or them from damages resulting from it or their negligent acts or omissions.

Monthly progress payments on completed work due 30 days after completion and acceptance of our work, no retention is to be withheld. Interest will be charged at the rate of 1.5% per month on all late balances. Any costs or fees incurred in the pursuit of the collection of this account will be paid by the Owner.

Thank you for the opportunity to bid on this project.

ACCEPTANCE OF CONTRACT/PROPOSAL

The above prices, specifications and conditions on the front of this proposal are satisfactory and are hereby accepted, giving RUMMEL CONSTRUCTION authorization to complete work as specified. Funding verification and further payment terms to be established prior to starting work.

OFFERER: Rummel Construction

BY: Matt Mallia

TITLE: Project Estimator

DATE: November 21, 2017

OFFEREE: _____

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Attachment: a. Rummel Work Order #1 (Rummel - Cloud Basin Erosion)

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The “Agreement”) is made and entered into effective as of December _____, 2017 (the “Effective Date”), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation (“Town”), and Rummel Construction, Inc., an Arizona corporation (“Vendor”). The Town and the Vendor are sometimes referred to in this Agreement collectively as the “Parties” and each individually as a “Party.”

RECITALS:

WHEREAS, the Town requires Job Order Contract Channel Maintenance; and

WHEREAS, Job Order Contract Channel Maintenance is available through a cooperative contract with Mohave County, Flood Control District; and

WHEREAS, The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract number 15-PS-14-02 and all subsequent revisions, between Mohave County, Flood Control District and the Vendor (the “Original Contract”) Such action is authorized under A.R.S. §41-2632 and is pursuant to the terms of the Maricopa County multi-agency purchasing cooperative. All capitalized terms used without definition in this Agreement shall have the definitions ascribed to them in the Original Contract.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms of the Original Contract as follows:

1. Reaffirmation of Original Contract. The Original Contract shall remain in full force and effect, and all terms and conditions of the Original Contract are hereby incorporated by reference into this Agreement, creating an agreement identical in terms between the Town and the Vendor. In the event of any conflict between this Agreement and the Original Contract, the terms of this Agreement shall prevail. In the Original Contract, the terms “Mohave County, Flood Control District” or “County” shall be deemed to be and refer to the Town, and the term “Contractor” shall be deemed to be and refer to the Contractor under this Agreement. This Agreement shall be used on an as-needed basis in accordance with A.R.S. Section 34-605.

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

Attachment: a. Rummel Work Order #1 (Rummel - Cloud Basin Erosion)

3. Compliance with Federal and State Laws.

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

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

A breach of this warranty by the Contractor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Contractor 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 Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

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

The Town will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by 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 Contractor 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.

3.3 This Agreement is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

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

4. The Town may terminate this Agreement at any time for its convenience by written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the Contractor, Town shall pay to Vendor only such

compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments shall be due from Town to Contractor unless and until Contractor has delivered to Town any and all documentation required to be maintained by Contractor or provided by Contractor to Town.

5. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

6. The Contractor shall provide the Services described in Exhibit A attached hereto and incorporated herein. Unless expressly excluded, in writing, in the Agreement, 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 described in Exhibit A in a good and workmanlike manner 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 REST OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: a. Rummel Work Order #1 (Rummel - Cloud Basin Erosion)

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date set forth above.

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Jennifer Robinson

Approved as to form:

By: _____
Dickinson Wright PLLC
Town Attorneys

Rummel Construction, Inc.

Date: 11/30/2017

DocuSigned by:
By: Carlos Gonzalez Executive VP
8CD88BF21A48428...

Its: Executive Vice President

Attachment: a. Rummel Work Order #1 (Rummel - Cloud Basin Erosion)

Site Map





Requesting Department

Utilities

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: PAUL GARDNER, UTILITIES DIRECTOR

RE: Consideration and possible approval of a Construction Services Contract with Arizona Beeman Drilling, LLC in an amount not to exceed \$653,295 for the production well drilling for the construction of the Hastings Well (WA138); and necessary budget adjustments.

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of a Construction Services Contract with Arizona Beeman Drilling, LLC in an amount not to exceed \$653,295 for the production well drilling for the construction of the Hastings Well (WA138); and necessary budget adjustments.

Relevant Council Goal(s):



Secure Future: KRA Environment

Proposed Motion:

Motion to approve a Construction Services Contract with Arizona Beeman Drilling, LLC in an amount not to exceed \$653,295 for the production well drilling for the construction of the Hastings Well (WA138); and necessary budget adjustments.

Discussion:

On December 13, 2017, the Town issued Invitation for Bid (IFB) No. 18-014 for the production well drilling for the construction of the Church Farms West, Hastings and Villages Wells. On January 3, 2018, staff received 4 bids in response to the IFB for Hastings well. Arizona Beeman Drilling, LLC has been determined to be the lowest responsive, responsible bidder and the Town recommends awarding the contract to Arizona Beeman Drilling, LLC.

The Town Utilities Services Department has the responsibility of providing potable water to customers within the Town's water service area. To provide this utility, the department operates pumps and wells located throughout the service area. A key part of providing potable water is to ensure the quality of the water produced meets or is better than state and federal requirements. In general, groundwater quality in wells throughout the metro area has a tendency to decline over long periods of pumping.

The Utilities department has observed that water quality in our Hastings well has steadily deteriorated over the past few years. Although currently still within regulatory limits, water quality in these two wells has reached a threshold to where Utility staff is unsure how much longer water produced from the wells will be below regulatory limits.

Given the above, the Utilities Department staff recommends constructing the new well on the existing site within the next 3 months. The scope of this contract generally includes drilling a new well, installing steel casing, and installing filter pack material. The pumps and piping necessary to equip the well will be procured separately.

Fiscal Impact:

The total not to exceed amount of \$653,295 includes the contract amount of \$593,904 plus \$59,390 (10%) in contingency for possible unanticipated, additional services. This project was included in the recently adopted 2017 Water Master Plan Update approved by Council on December 6, 2017. In order to execute this contract, a budget adjustment of \$653,295 will be necessary from the Water CIP Contingency fund.

Alternatives:

Town Council may choose to not approve this contract. If not approved at this time Town staff will work with Council to identify an acceptable way forward that will allow for the continued development of source water to supply the growing demands of the Town's water system.

Attachment(s):

Exhibit

Hastings Well Property



Ellsworth Rd

Cloud Road

Hastings



Attachment: Exhibit (AZ Beeman Drilling - Hastings Well)



Requesting Department

Utilities

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: PAUL GARDNER, UTILITIES DIRECTOR

RE: Consideration and possible approval of a Construction Services Contract with Weber Water Resources, LLC in an amount not to exceed \$1,301,223 for the production well drilling for the construction of the Church Farms West (WA079) and Villages Wells (WA157); and necessary budget adjustments.

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of a Construction Services Contract with Weber Water Resources, LLC in an amount not to exceed \$1,301,223 for the production well drilling for the construction of the Church Farms West (WA079) and Villages Wells (WA157); and necessary budget adjustments.

Relevant Council Goal(s):



Secure Future: KRA Environment

Proposed Motion:

Motion to approve a Construction Services Contract with Weber Water Resources, LLC in an amount not to exceed \$1,301,223 for the production well drilling for the construction of the Church Farms West (WA079) and Villages Wells (WA157); and necessary budget adjustments.

Discussion:

On December 13, 2017, the Town issued Invitation for Bid (IFB) No. 18-014 for the production well drilling for the construction of the Church Farms West, Hastings and Villages Wells. On January 3, 2018, staff received 5 bids in response to the IFB for Church Farms West and the Villages well. Weber Water Resources, LLC has been

determined to be the lowest responsive, responsible bidder and the Town recommends awarding the contract to Weber Water Resources, LLC.

The Town Utilities Services Department has the responsibility of providing potable water to customers within the Town's water service area. To provide this utility, the department operates pumps and wells located throughout the service area. A key part of providing potable water is to ensure the quality of the water produced meets or is better than state and federal requirements. In general, groundwater quality in wells throughout the metro area has a tendency to decline over long periods of pumping.

The Utilities department has observed that water quality in our Villages well has steadily deteriorated over the past few years. Although currently still within regulatory limits, water quality in these two wells has reached a threshold to where Utility staff is unsure how much longer water produced from the wells will be below regulatory limits.

In 2015, William Lyon Homes dedicated by plat the Church Farms West well and well site to the Town. Funding to rehabilitate and convert the well from an agricultural well to a potable water well was established shortly thereafter. During the rehabilitation and conversion process, the Town's contractor ran into issues with regards to damage in the well casing and was unable to remove their equipment or repair the damage. Ultimately, the well was rendered unsalvageable. Drilling a replacement well adjacent to the existing well was determined to be the best solution to providing water from that well site.

Given the above mentioned conditions, the Utilities Department staff recommends constructing the new wells on these existing sites within the next 3 months. The scope of this contract generally includes drilling two new wells, installing new casing, and installing filter pack material. The pumps and piping necessary to equip the well will be procured separately.

Fiscal Impact:

The total not to exceed amount of \$1,301,223 includes the contract amount of \$1,182,930 plus \$118,293 (10%) in contingency for possible unanticipated, additional services. These projects were included in the recently adopted 2017 Water Master Plan Update approved by Council on December 6, 2017. Expenses pertaining to this construction project will be distributed amongst two (2) separate Water CIP projects as described below:

Project	Fund	Project #	Proposal Amount	Contingency (10%)	Project Total Not to Exceed	FY 17/18 Remaining Available Budget	Contingency Needed
Church Farms West Well	Water CIP	WA079	\$ 591,465	\$ 59,147	\$ 650,612	\$ 216,232	\$ 434,380
Villages Well	Water CIP	WA157	\$ 591,465	\$ 59,147	\$ 650,612	\$ 7,250	\$ 643,362
			\$ 1,182,930	\$ 118,293	\$ 1,301,223	\$ 223,482	\$ 1,077,741

In order to execute this contract, a budget adjustment of \$1,077,741 will be necessary

from the Water CIP Contingency fund, and will be distributed between Church Farms West (WA079) and Villages Well (WA157) project accounts as described in the above table.

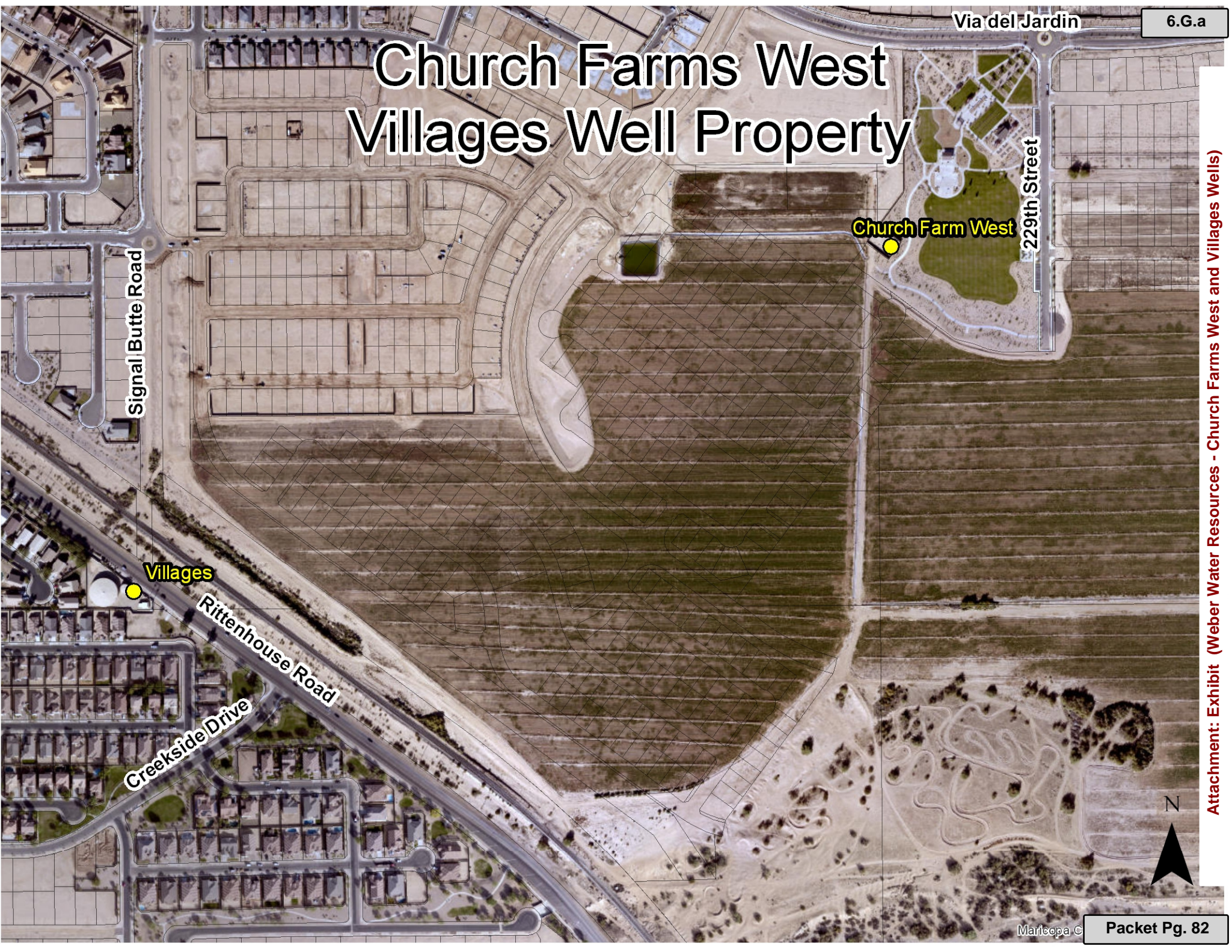
Alternatives:

Town Council may choose to not approve this contract. If not approved at this time Town staff will work with Council to identify an acceptable way forward that will allow for the continued development of source water to supply the growing demands of the Town's water system.

Attachment(s):

Exhibit

Church Farms West Villages Well Property



Attachment: Exhibit (Weber Water Resources - Church Farms West and Villages Wells)



Requesting Department

Utilities

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: PAUL GARDNER, UTILITIES DIRECTOR

RE: Consideration and possible approval of Resolution 1177-18 and an agreement with Queen Creek Irrigation District (QCID) in an amount not to exceed \$177,299 for the coordination, planning, engineering services and construction of the Cloud Road Sewer Extension (WW027). (Budgeted in FY17/18)

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of Resolution No. 1177 -18 and an agreement with Queen Creek Irrigation District (QCID) in an amount not to exceed \$177,299 for the coordination, planning, engineering services and construction of the Cloud Road Sewer Extension (WW027).

Relevant Council Goal(s):



Secure Future: KRA Environment

Proposed Motion:

Motion to approve Resolution No. 1177-18 and an agreement with Queen Creek Irrigation District (QCID) in an amount not to exceed \$177,299 for the coordination, planning, engineering services and construction of the Cloud Road Sewer Extension (WW027).

Discussion:

In accordance with the approved 2017 Wastewater Master Plan and the approved 2017/18 Capital Improvement Program, the Utilities Department is pursuing construction of a sewer line improvement project located on Cloud Road between Crismon Road and Rittenhouse Road (WW027). The project will ultimately provide sewer services for the

several new subdivision projects that are being planned along Cloud Road. Additionally, the project will ultimately serve the existing homes and commercial facilities located in the vicinity of the new line.

On July 20, 2016, Council awarded a contract to EPS Group to complete the engineering design and regional master planning for the Cloud Road sewer line project. As a part of the engineering scope, EPS has sought to obtain approval to cross a Queen Creek Irrigation District (QCID) and Bureau of Reclamation (BOR) easement.

As is standard with crossing a QCID/BOR easement, the Town is obligated to pay for engineering and construction costs associated with demolition and repair/replacement of the irrigation facility. Utilities staff recommends that Council approves entering into the agreement with QCID and to approve funding to repay engineering and construction related costs associated with the work.

Fiscal Impact:

The total not to exceed amount of \$177,299 includes the contract amount of \$161,181 and \$16,118 (10%) in contingency for possible unanticipated additional services.

In the 2017-18 approved budget, funds are identified under project WW027 in the Sewer CIP budget.

Alternatives:

Council has the option to not approve this agreement and related funding. If not approved, Town staff would not be able to construct the sewer line as planned. There are no viable alternative alignments for this sewer line. If not approved, staff would pursue construction of the sewer line up to the easement. Staff would also work to identify Council's concerns and to develop an acceptable solution.

Attachment(s):

Resolution 1178-18

Contract

Exhibit

RESOLUTION 1178-18

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN COUNCIL OF QUEEN CREEK, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR OR THE TOWN MANAGER TO SIGN AN AGREEMENT WITH QUEEN CREEK IRRIGATION DISTRICT, FOR CONSTRUCTION OF SEWER INFRASTRUCTURE IMPROVEMENTS ON CLOUD ROAD.

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into an Agreement with the Queen Creek Irrigation District to provide for the construction of sewer infrastructure improvements on Cloud Road.

NOW, THEREFORE, the Mayor and Common Council resolve as follows:

Section 1. That the Agreement, substantially in the form heretofore presented to the Common Council, with such changes as may be approved by the Mayor or Town Manager may hereafter approve, is hereby approved and adopted, and the Mayor or the Town Manager is authorized to sign the same.

Section 2. That the Mayor, Town Manager and Town Attorney are authorized to sign such document in such form as is finally approved and take such actions as are reasonably necessary to effectuate the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Common Council of Queen Creek, Arizona this 17th day of January, 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Dickinson Wright PLLC
Town Attorneys

Attachment: Resolution 1178-18 (Queen Creek Irrigation District - Cloud Road Sewer Extension)



QUEEN CREEK IRRIGATION DISTRICT
 22725 E. Ocotillo Rd., P.O. Box 690, Queen Creek, Arizona 85242

**COORDINATION, PLANNING, ENGINEERING, AND
 CONSTRUCTION REIMBURSEMENT CONTRACT**

This is a contract between Queen Creek Irrigation District (the District/QCID) and **TOWN OF QUEEN CREEK** (the Developer) for the coordination, planning and engineering services provided by the District's Engineer GEORGE CAIRO ENGINEERING, INC. (GCE) and the District Contractor for **TOWN OF QUEEN CREEK - Cloud Road Sewer Extension T.O.Q.C. Project Nos. WW015 & WW027 – Two Crossings of QCID Pipeline 1** (the Project).

Scope of Services:

Task 1: PROJECT MANAGEMENT & PLAN REVIEW

Engineer shall meet and consult with Developer and/or its representative regarding the disposition of existing Queen Creek Irrigation District (QCID) irrigation facilities.

Review concepts and construction plans for compliance with QCID policies and details as requested.

Conduct field visits, photographs, measurements and calculations as required to review compliance with QCID Policies and Rules.

Provide reasonable assistance to the Developer as requested to achieve plan approval by QCID including acting as a direct liaison between the Developer and QCID.

**Task 2: USBR COORDINATION, RECLAMATION PACKAGE REVIEW AND SUBMITTAL
 (TWO ENCROACHMENTS)**

The Engineer shall coordinate with the United States Bureau of Reclamation (Reclamation or USBR) on behalf of the QCID and the Developer to request a new Reclamation Case Number, review all items required for the Reclamation submittal and submit a formal request to Reclamation for the proposed Encroachments. GCE will review and provide comments to the Developers submittal items to meet the requirements of Reclamation for submittal and for compliance. This scope and cost assumes that all the required documents will be provided timely by the Developer for GCE review. A preliminary assessment of this project has identified the need for two Encroachments to be approved by Reclamation. The first encroachment is at Signal Butte and will be crossing a 12" turnout pipe. At this crossing is has been determine that an open trench installation will be allowed with proper support of the turnout pipeline. The second is at 220th Street and is crossing a 44" diameter Class II RGRCP pipeline. Open trench installation will be allowed during the removal and replacement of this pipeline to meet current standards all pipelines within the road right-of-way to be Class V RGRCP.

Task 3: LEGAL DESCRIPTIONS AND EXHIBITS FOR ENCROACHMENTS

GCE will draft the required Legal Descriptions and develop the associated Exhibits required to be submitted for the Encroachment Permits for the two crossings. All legal descriptions and exhibits will meet both QCID and Reclamation requirements.

Assumptions:

- This task includes the development of a total of two (2) legal descriptions and two (2) exhibits as required based on the initial planning documents. Additional legal descriptions and exhibits, if needed, will be billed under this Task as time and material.

Task 4: QCID PIPELINE 1 REMOVAL AND REPLACEMENT DESIGN AND SURVEY (GCE)

GCE shall complete the final pipeline removal and replacement design for QCID's Pipeline 1 required to accommodate the Town of Queen Creek's proposed open trench crossing of the Cloud Road Sewer Extension crossing at the northwest corner of Cloud Road and Signal Butte Road. The open trench crossing is requested due to the sewer line depth at approximately 18-feet. The limits of the trench required will be provided by the Town of Queen Creek prior to the start of the design. The QCID's Pipeline 1 runs along the south side of Cloud Road and then runs north to cross under Cloud Road and continues to run north along the west side of Signal Butte Road. QCID requirements are that no pipe collars are to be located under a road where vehicle travel is present. Based on the preliminary plans provided by the Town of Queen Creek, the new sewer line crossing is approximately 19-feet north of the centerline of Cloud Road, approximately 5-feet north of the edge of pavement. Due to the close proximity of the sewer alignment and the Cloud Road limits, it will be required to remove and replace the QCID Pipeline 1 across the full limits of Cloud road, 5-feet beyond the Cloud road right-of-way.

The design includes the removal and replacement of approximately 83-feet of RGRCP Pipe. The new pipe will collar onto the existing 60" diameter Class II RGRCP pipe that extends off of the existing Turnout Structure located at the southwest corner of Cloud Road and Signal Butte Road. From there, a new 60" diameter Class V RGRCP will run north, crossing under Cloud Road and continue to approximately 5-feet north of the Cloud Road right-of-way and tie back into the existing 48" RCP pipeline. The estimated removal and replacement pipe is approximately 84-feet.

GCE will conduct a head loss analysis on this reach to determine the size of pipeline required. This design will include a hydraulic survey along with the design of any other appurtenances including safety features as required by QCID and Reclamation.

- Utility locations and supplemental survey not identified by GCE will be the responsibility of the Developer.
- Traffic control designs for these irrigation improvements are not included in this scope of work and will be the responsibility of the Developer.
- All permits required for construction, other than Reclamation and District permits, are not part of this scope.
- QCID will be responsible for the labor resources and equipment to complete the construction of their facilities and will bill the developer directly for all construction costs.

Task 5: CONSTRUCTION OBSERVATION (GCE)

QCID requires that GCE perform construction observation on all construction activities within the Irrigation Easement to ensure adherence to QCID Standards and Specifications. The Construction Observation will be billed to the Developer on a time and materials bases and the costs of these activities are not included in this Contract. An estimated cost can be provided to the Developer if requested once a Construction Schedule is available to GCE. All crossings are to be installed using Jack and Bore or Directional Drill methods, no open trenching is allowed within the USBR right-of-way.

Task 6: PROJECT CLOSEOUT ACTIVITIES (GCE)

This task includes project close out activities required to close and archive the project with QCID and the Reclamation. This includes drafting a Letter of Acceptance, packaging up all pertinent information for QCID records, updating the QCID project map, and a formal request to the BOR to close the case number assigned to this project.

Task 7: QCID INSURANCE AND LEGAL EXPENSES (QCID)

This Task includes all institutional costs anticipated by the Queen Creek Irrigation District for Insurance and associated Legal expenses incurred as part of this project.

Task 8: CONSTRUCTION COSTS (QCID)

The estimate for the construction of the QCID Pipeline 1 Replacement assumed in this scope of work was provided by Stewart Pipe based off of the Preliminary Schematics of the information provided by GCE. The estimate is subject to review and price adjustment upon receipt of plans and specifications developed for the QCID Pipeline 1 Replacement. The estimate includes mobilization, materials, equipment, and labor to complete the pipeline installation as well as the removal of the existing pipe. The estimate excludes bonds, permits, staking, as-builts, power pole bracing and relocation of any existing utilities and assumes this will be the responsibility of the Town of Queen Creek.

BOR Deposit for Encroachments Submittal Review & Approval (QCID)

The BOR requires a deposit of \$3,000 to open a Case Number and complete their full review and approval of the submittal package for this project. Any unused portion of this deposit that is remaining at the end of the project may be refunded by the BOR. Additionally, if additional funds are needed, the BOR will request them and they will need to be paid prior to receiving final BOR approval. QCID will pay this deposit to open up a BOR Case Number for this project and will request reimbursement from the Town of Queen Creek.

Project Estimate:

Task 1: Project Management and Plan Review (GCE)	\$ 6,500.00
Task 2: USBR Coordination and Reclamation Package Review & Submittal (GCE)	\$ 9,800.00
Task 3: Legal Descriptions and Exhibits for Encroachments (GCE)	\$ 5,350.00
Task 4: QCID Pipeline 1 Removal & Replacement Design & Survey (GCE)	\$ 14,752.00
Task 5: Construction Observation (GCE) (Estimated and will be billed on T&M)	\$ 3,954.88
Task 6: Project Close Out Activities (GCE)	\$ 1,500.00
Task 7: QCID Insurance and Legal Expenses (QCID)	\$ 2,979.00

Task 8: Construction Costs (QCID)	\$110,345.00
BOR Deposit (QCID)	<u>\$ 6,000.00</u>
Total	\$161,180.88

In consideration of these services rendered by the District and/or GCE, the Developer agrees to acknowledge the following:

1. The District and/or GCE will provide one brief initial visit and statement of opinion for any given project during a conceptual phase.
2. Additional visits, meetings, or plan reviews will be conducted by GCE, only after being directed to do so by the District. A non-refundable impact fee, \$0.00 (waived) will be paid by the Developer to the District before any planning or design activities are conducted beyond the initial visit.
3. An upfront retainer fee in the amount of \$0.00 (waived) will be paid by the Developer to the District before any engineering activities or plan reviews are made. All additional services beyond the initial visit and statement of opinion will be billed monthly by the District to the Developer until the project is approved by the District and Reclamation, or the Developer directs all work to stop. Expenditures to the project will be based on the Engineer's current billing rates. The retainer will be applied to the monthly invoices until all funds have been exhausted.
4. The Developer agrees to promptly pay said billing within twenty (20) calendar days of receiving the bill. Any bill issued by the District is due upon receipt and shall become delinquent on the thirtieth calendar day following its issue date and will be subject to a late payment charge of 1.5 percent of the outstanding balance per month or any portion of a month beyond the initial 30 calendar days following issuance of the bill, until paid. Any billing, which has not been paid in-full by the thirtieth calendar day, following its issuance by the District, may result in the stoppage of all work being performed by GCE on behalf of the District.
5. The District, on behalf of the Developer will pay the required Bureau of Reclamation deposit to open up a BOR Case No. for this project. The deposit paid to the Bureau of Reclamation as part of this project is \$6,000.
6. The incidental review of any Developer's plans by GCE is for the benefit of the District's facilities only and should not be relied upon for review or design issues related to any other aspect of the project.
7. In the event of a material breach of this Contract by the Developer, the Developer shall be liable for damages and any legal fees incurred by the District to enforce this contract, including the collection of unpaid fees for professional services.
8. The Developer and or the District may terminate this agreement at any time by giving ten (10) business days' written notice of such termination to the other party, in which event the Developer will not be liable for the payment of any further compensation for work beyond the date of such termination and shall have no further obligations hereunder from and after the date of such termination.
9. This agreement shall be governed by and construed in accordance with the laws of the State of Arizona, U.S.A.
10. This agreement may be executed in counterparts and shall become operative when each

Attachment: Contract (Queen Creek Irrigation District - Cloud Road Sewer Extension)

party has executed and delivered at least one counterpart. This agreement may be delivered by facsimile or other electronic transmission, and a facsimile or electronic transmission evidencing execution shall be effective as a valid and binding agreement between the parties for all purposes.

11. The Contractor shall be liable for the construction and any issues arising from those activities and/or damages and any legal fees incurred resulting from the construction of the pipeline. The Engineer and the District are not liable and held harmless for construction related issues attributed to the Contractor.

13. Execution:

Signature: _____ Date: _____


Agreed to by (printed name): _____

Title: _____

Representing Developer/Agency: _____

Billing Address: _____

Telephone: _____ Fax: _____



QUEEN CREEK IRRIGATION DISTRICT Date: 12/6/17

Agreed to by (printed name): BURT HATCH General Manager
Burt Hatch, QCID Manager

Attachment: Contract (Queen Creek Irrigation District - Cloud Road Sewer Extension)

Sewer Crossing BOR





Requesting Department

Utilities

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: PAUL GARDNER, UTILITIES DIRECTOR

RE: Consideration and possible approval of an On-Call Project Order with Hilgartwilson, LLC in an amount not to exceed \$126,155 for Engineering Services for the design of the Sossaman Well Storage Tank and Booster Pump Station (WA007). (Budgeted in FY17/18)

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of an on-call project order with Hilgartwilson, LLC in an amount not to exceed \$126,155 for Engineering Services for the design of the Sossaman Well Storage Tank and Booster Pump Station (WA007).

Relevant Council Goal(s):



Secure Future: KRA Environment

Proposed Motion:

Move to approve an on-call project order with Hilgartwilson, LLC in an amount not to exceed \$126,155 for Engineering Services for the design of the Sossaman Well Storage Tank and Booster Pump Station (WA007).

Discussion:

In the Town's 2017 Approved Water Master Plan as well as in previous Water Master Plans, a potable water well and water storage tank site is identified east of Power Road and north of Chandler Heights Road. The purpose of the well and tank site is to support growth in the area primarily related to the Sossaman and Box Canyon developments. The parcel of land identified to construct the Tank and Well site was obtained by the Town through the purchase of the Queen Creek Water Company in 2008. The site is

located adjacent to the Sonoqui Creek Wash and north of Via Del Jardine. On February 18, 2015 Council approved a contract with Arizona Beeman Drilling to construct a new well on the property. The well was constructed at that time however, the water quality was less than ideal and delayed immediate use of the well. After consultation with Clear Creek Associates, a local hydrogeology firm, a solution was identified and changes to the well design were drafted and implemented. The well has now demonstrated the ability to produce water that meets federal, state, and Town regulations. The next phase of development for the site is to construct a two million gallon water storage tank to store water from the onsite well and from future wells to be developed in the area. The improvements will also include a booster pump facility that will move water from the tank into the Town's water system. A second water storage tank is expected to be constructed on the site in the next 5 to 10 years as required by growth.

The Town has been experiencing significant growth in recent years and per calculations in our the 2017 Water Master Plan it is critical that the Town continue to develop additional potable water sources and water storage facilities in strategic areas to keep pace with growth. The Sossaman Water Tank Site improvements are a critical piece in firming up the Town's water portfolio.

On March 1, 2017, Town Council approved a Master On-Call Professional Services Contract (Town Contract #2017-037) for various identified professional services including Storm Water Management, Water & Waste Water System related services. Hilgartwilson, LLC is one of the firms selected to provide Water & Waste Water System related services to the Town.

Approval of this proposed project order will fund the design of the well site, water storage tank, associated equipment and improvements. All improvements will be designed in accordance with Town, County, State, and Federal standards.

Fiscal Impact:

The total not exceed amount of \$126,155 includes the contract amount of \$109,700 plus \$16,455 (15%) in contingency for possible unanticipated, additional services. Funds for the project have been identified in the approved Water CIP 2017-2018 budget project number WA007.

Alternatives:

Town Council may elect to approve all or a portion of the design proposed herein. These improvements are considered essential for the development of the Town's water

system. If Council does not approve or partially approves the project, Utility Staff will work with Council members to understand concerns and to identify a path towards eventually completing all necessary improvements.

Attachment(s):

Exhibit

PROJECT ORDER 2 - Hilgartwilson - Sossaman Tank

Sossaman Well and Storage Tank Facility



Attachment: Exhibit (Hilgart Wilson Project Order No. 2 - Sossaman Tank)

MASTER ENGINEERING AGREEMENT
PROJECT ORDER: No. 2
TOQC Proj. No. WA007

DATE: 1/4/18

Issued by: Utilities Department

Issued to: Hilgartwilson, LLC
2141 E. Highland Ave., Suite 250
Phoenix, AZ 85016

Project: Sossaman Storage Tank and Booster Pump Station Design
TOQC Proj. No. WA007

Consultant shall perform the work and services set forth herein, in accordance with the terms and conditions of the Master On-Call Professional Services Contract 2017-037, dated March 1, 2017 between the Consultant and Town.

GENERAL PROJECT DESCRIPTION AND SCOPE OF CONSULTANT'S WORK:

Background:

The Town of Queen Creek recently identified several storage and pump station improvement projects, including the construction of the Sossaman Storage Tank and Booster Pump Station, to enhance water system operations and provide better service to the Town's existing and future customers. The Project will consist of the design and construction of a below grade pre-stressed concrete water storage tank, a vertical turbine pump station, associated electrical controls and equipment, and other site improvements. These improvements will expand the water storage and pumping capacities within the Town's water system.

The Project site contains an existing well that has been drilled and equipped. The Town is currently finalizing pumping parameters of the well. Based on discussions with Town staff, it is understood that the water quality from the onsite groundwater well and from a remote well that will also supply water to the storage tank will be acceptable and will not need to be treated for arsenic, nitrate, TDS, or other contaminants. If desired, HILGARTWILSON can provide a separate proposal for the design of a treatment system. The site improvements will, however, include a package chlorination system to allow system operators to maintain a desired chlorine residual as water is pumped out to the distribution system.

The Town desires to construct a 2.0 MG (125-foot diameter, 24-foot tall) pre-stressed concrete storage tank at the site, with the lower 20 feet of the tank buried and the top four feet above ground. The storage tank is anticipated to have an aluminum geodesic dome roof to eliminate the need for columns within the tank. Sufficient space will also be provided at the site for a second future concrete storage tank of the same size. The storage tanks will be filled by two groundwater wells: an offsite well with a transmission main that extends to northeast corner of the site, and an onsite well located in the site's northwest corner. Groundwater from both wells will be routed into the

concrete tanks for storage and subsequent pumping to the distribution system. A transmission main, that will be converted to a distribution main after the construction of the first concrete storage tank, is being proposed under separate cover and will convey water from the Project to an existing storage tank site at Power Road and Via del Oro. Onsite piping and valving on the Project site shall be configured to allow the transmission main to be converted to a distribution main after the construction of the concrete storage tank. All onsite piping, valves, and appurtenances will be sized for buildout conditions. The site has existing power. In all, the proposed improvements at the site include the following:

- 2.0 MG Pre-Stressed Concrete Storage Tank
- Vertical Turbine Pump Station with Variable Frequency Drives (as applicable)
- Hydropneumatic Tank
- Chlorination System
- Electrical Controls
- SCADA
- Other Site Improvements

The site wall and access, offsite piping improvements, landscaping, and other improvements outside the site have already been designed by others and are either currently under construction or will be constructed separately following the construction of the onsite improvements.

Scope of Work:

Engineering Services for the Church Farms Storage Tank and Booster Pump Station as outlined in the attached scope of work dated January 4, 2018.

PROJECT SCHEDULE:

Services to begin upon Notice to Proceed.

BASIS FOR PAYMENT:

Project costs is \$109,700 as outlined in the attached Scope of Work dated **January 4, 2018**.

SPECIAL CONDITIONS (if any):

1. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract they will be performed in accordance with rates & fees shown on the "Master On-Call Professional Services Contract".

ADDITIONAL CONTRACT DOCUMENTS (if any):

N/A

Town of Queen Creek, An Arizona Municipal Corporation

Approval of Town Council,

Approval of Contract Administrator,

By: _____
Gail Barney, Mayor

By: _____
John Kross, Town Manager

ATTEST:

Jennifer Robinson, Town Clerk

Hilgartwilson, LLC

Signature

Print Name

Title

Date

Attachment: PROJECT ORDER 2 - Hilgartwilson - Sossaman Tank (Hilgart Wilson Project Order No. 2 - Sossaman Tank)



January 4, 2018

Mr. Darren Farar, P.E.
 Utilities Department
Town of Queen Creek
 22350 S. Ellsworth Road
 Queen Creek, AZ 85142

RE: Sossaman Storage Tank and Booster Pump Station Design
 HILGARTWILSON Proposal No: 18-006

Dear Mr. Farar,

HILGARTWILSON, LLC (HW) is pleased to submit this Proposal to the **Town of Queen Creek** (the Client) for professional engineering, surveying and construction phase support services for the **Sossaman Storage Tank and Booster Pump Station** design (the Project). The Project is located north of Via de Jardin and east of 186th Street in the Town of Queen Creek, Arizona.

PROJECT DESCRIPTION

The Town of Queen Creek recently identified several storage and pump station improvement projects, including the construction of the Sossaman Storage Tank and Booster Pump Station, to enhance water system operations and provide better service to the Town's existing and future customers. The Project will consist of the design and construction of a below grade pre-stressed concrete water storage tank, a vertical turbine pump station, associated electrical controls and equipment, and other site improvements. These improvements will expand the water storage and pumping capacities within the Town's water system.

The Project site contains an existing well that has been drilled and equipped. The Town is currently finalizing pumping parameters of the well. Based on discussions with Town staff, it is understood that the water quality from the onsite groundwater well and from a remote well that will also supply water to the storage tank will be acceptable and will not need to be treated for arsenic, nitrate, TDS, or other contaminants. If desired, HILGARTWILSON can provide a separate proposal for the design of a treatment system. The site improvements will, however, include a package chlorination system to allow system operators to maintain a desired chlorine residual as water is pumped out to the distribution system.

The Town desires to construct a 2.0 MG (125-foot diameter, 24-foot tall) pre-stressed concrete storage tank at the site, with the lower 20 feet of the tank buried and the top four feet above ground. The storage tank is anticipated to have an aluminum geodesic dome roof to eliminate the need for columns within the tank. Sufficient space will also be provided at the site for a second future concrete storage tank of the same size. The storage tanks will be filled by two groundwater wells: an offsite well with a transmission main that extends to northeast corner of the site, and an onsite well located in the site's northwest corner. Groundwater from both wells will be routed into the concrete tanks for storage and subsequent pumping to the distribution system. A transmission main, that will

HILGARTWILSON, LLC
 2141 East Highland, Suite 250
 Phoenix, Arizona 85016
 Phone: 602-490-0535

be converted to a distribution main after the construction of the first concrete storage tank, is being proposed under separate cover and will convey water from the Project to an existing storage tank site at Power Road and Via del Oro. Onsite piping and valving on the Project site shall be configured to allow the transmission main to be converted to a distribution main after the construction of the concrete storage tank. All onsite piping, valves, and appurtenances will be sized for buildout conditions. The site has existing power. In all, the proposed improvements at the site include the following:

- 2.0 MG Pre-Stressed Concrete Storage Tank
- Vertical Turbine Pump Station with Variable Frequency Drives (as applicable)
- Hydropneumatic Tank
- Chlorination System
- Electrical Controls
- SCADA
- Other Site Improvements

The site wall and access, offsite piping improvements, landscaping, and other improvements outside the site have already been designed by others and are either currently under construction or will be constructed separately following the construction of the onsite improvements.

RELEVANT EXPERIENCE

The HILGARTWILSON design team is comprised of seasoned professionals with extensive water infrastructure planning, analysis and design experience. These individuals have spent their careers designing water facilities throughout Arizona. Two design projects recently completed by HILGARTWILSON are the Moon Valley Pump Station and Pipeline, and the Arroyo Seco Well Site and Reservoir/Booster Pump Station. The Moon Valley project included design of a 2,500-gpm vertical turbine booster pump station with hydropneumatic tank and six miles of 16-inch and 12-inch water main in the City of Phoenix. The Arroyo Seco Well Site and Reservoir/Booster Pump Station project included design for equipping a 1,300 gpm well, a water cooling tower, an arsenic treatment system with sludge handling system, chemical feed systems, two hydropneumatic tanks, two water storage reservoirs, and a vertical turbine booster pump station within Arizona Water Company's White Tanks system.

HILGARTWILSON's staff have extensive experience on a wide variety of other water facility projects throughout the metropolitan Phoenix area, including well equipping, storage tank, and water line design projects in Litchfield Park and in Buckeye, pump station upgrades for the CantaMia community in Goodyear, and others. HILGARTWILSON staff also have individual experience providing design services for multiple wells, booster pump stations, water lines, and storage facilities, including two partially buried pre-stressed concrete storage tanks (1.2 MG and 2.0 MG, respectively) similar to the tank proposed by the Town for this Project. HILGARTWILSON's electrical subconsultant for this Project, is similarly experienced in the design of electrical instrumentation and controls for various water and wastewater facility projects across Arizona.

SCOPE OF SERVICES

This proposal includes civil, mechanical, electrical and structural design for the Sossaman Storage Tank and Booster Pump Station improvements, including water storage and distribution pumping facilities, controls and other associated equipment and site improvements for a complete and operable site. Also included is a task for construction phase engineering support.

1.0 TOPOGRAPHIC SURVEY

- 1.1 Design Topography: HILGARTWILSON will perform field surveying to obtain horizontal and vertical topographic data as required for the proposed tank site and booster pump station design. The effort will include establishing a benchmark system for future staking efforts. The field survey effort shall include collecting field location data for all visible and marked utilities within the Project site. This information will be depicted on a base map for design work.

2.0 STORAGE TANK AND BOOSTER PUMP STATION DESIGN

HILGARTWILSON will prepare construction plans for the proposed storage tank and booster pump station improvements, with equipment and piping sized for build-out conditions. The site will be designed and construction documents will be prepared in accordance with Town of Queen Creek (TOQC) requirements and other design criteria as agreed upon during a pre-design meeting with the Town and other Project stakeholders.

The storage tank and booster pump station site will include a groundwater well, a transmission main entering the site from a second remote groundwater well, a partially-buried pre-stressed concrete storage reservoir with a total storage capacity of approximately 2.0 million gallons, a vertical turbine pump station, chlorination system, hydropneumatic tank, electrical control building (deferred submittal, although HILGARTWILSON will size the building and identify the type of building to be used), a backup generator, associated electrical controls and equipment, site lighting, SCADA, and other associated civil, mechanical, electrical, and structural site improvements.

Based on discussions with Town staff, treatment will not be provided at this site. However, a package chlorination system will be required to maintain a proper chlorine residual as water is pumped out to the distribution system.

This proposal assumes the structural design for the pre-stressed concrete storage reservoir will be completed separately by DN Tanks. While this proposal includes HILGARTWILSON's time for coordinating the necessary design criteria with DN Tanks (e.g., inlet, outlet, and overflow piping sizes and locations, instrumentation penetration locations, etc.), it does not include any design fees for DN Tanks. It is understood that DN Tanks will provide the structural design for the tank free of charge, since they will be performing the pre-stressing work on the tank during construction.

In an effort to expedite the design and construction of the Sossaman Tank Site and Booster Pump Station, HILGARTWILSON will maintain close contact with the Town throughout design. This proposal assumes the final site layout will be based on a preliminary site plan provided by the Town. A Conceptual Design Report with the site layout, control descriptions for site operations, detailed design calculations and equipment cut sheets will be submitted to the

Town for review at the 30% design phase. HILGARTWILSON will subsequently prepare plans for 60% and final review.

Design services under this task include:

- 2.1 Pre-design Meeting and Site Visit: HILGARTWILSON and our subconsultants will meet with Town staff and other Project stakeholders to identify and discuss existing and proposed water system operations, design parameters and expectations for the improvements, and to identify additional project requirements. This meeting will cover topics related to the storage tank and booster pump station improvements and how said improvements are to tie into, and work with, the existing offsite infrastructure. HILGARTWILSON will also visit the site to identify site-specific constraints that may affect the design. We will take photographs and record notes, which will be used throughout the design.
- 2.2 Conceptual Design Report (CDR): HILGARTWILSON will prepare a detailed Conceptual Design Report (CDR) for the proposed site improvements, identifying design criteria and basic design concepts for the improvements. The report will identify the required pump station capacity based on system demands and fire flows identified in the Town's most current Water System Master Plan (to be provided by the Town) and in previous water studies for the service area that will be served by the Town southeast of Sossaman Road and Hunt Highway. Among other topics, the CDR will include:
- Storage calculations (tank venting, inlet/outlet sizing, design features).
 - Pump hydraulics calculations.
 - Disinfection system identification/sizing.
 - Hydropneumatic tank calculations/sizing.
 - Equipment sizing calculations.
 - Equipment selection (identify piping, meters, valves, appurtenances, control panels, etc.) based on Town's preferred manufacturers.
 - Data sheets for proposed equipment.
 - Control description for site operations.
 - Verify power service to Project site is adequate.
 - Sizing of portable backup generator and evaluation of automatic transfer switch (ATS) or manual transfer switch at the site.
 - Sizing of electrical and control building and recommended building type (based on input from the Town).

The CDR will be submitted at the 30% and 60% design stages for Town review.

- 2.3 Tank Site Design and Construction Plans: HILGARTWILSON will prepare detailed tank site construction plans. The tank site design will include:
- Well modifications (piping and valving) to route the groundwater from the onsite well to the storage tank. The well already exists. This proposal assumes that treatment will not be required at the site. If desired, HILGARTWILSON can prepare a separate proposal for the design of a treatment system.
 - A 2.0 MG partially buried storage tank (125-ft diameter, 24-ft tall; structural design to be provided by DN Tanks). Sizing of inlet, outlet, and overflow piping, as well as all other penetrations will be determined by HILGARTWILSON (HW) and HW will coordinate with DN Tanks for the needed penetrations.

- Vertical turbine pump station, with two banks of pumps – one for distribution pumping, the other for pumping south to a future tank site south of Hunt Highway. Each bank of pumps will consist of approximately 3-4 pump cans, and the number of pumps to be installed as part of the current project will be determined in the CDR. If the Town desires, a wet well may be used in lieu of pump cans, and the wet well would have 3-4 penetrations for each bank of pumps.
- Hydropneumatic Tank(s), sized appropriately. At least one, and possibly up to two tanks will be included in the design (one for each “service area” the pump station serves), if necessary.
- Disinfection system will be the Town’s preferred system and will match the Town’s standard setup at other sites.
- Piping, valving, and appurtenances, including pump to waste for flushing well.
- Grading & Drainage – Onsite grading and drainage plan to route stormwater runoff to the retention basin east of the site. Retention calculations will be included on the plans, and will include pump to waste volume, if required. Wall openings will be sized as part of this task to create a site drainage outfall, likely in the northeast corner of the Project site.
- Other site improvements as applicable. The site wall and gates are already constructed and are not part of this design.
- Steel building (approximately 10’x25’) to house the electrical controls will be sized to ensure adequate spacing for all necessary equipment and that adequate spacing is also provided around said equipment. Structural design for this building will be completed as part of a deferred submittal. It is anticipated that the final type of building (CMU, steel, precast concrete, etc.) will match that identified for the Church Farms tank site.
- Electrical equipment and controls for a fully-operable system, with space left in cabinets for future controls and equipment for future pumps.
- SCADA system.
- Site lighting.
- Associated site structural improvements (concrete pads, pump pedestals, design of wet well if applicable, etc.).

The anticipated design submittals are as follows:

- 30% Submittal: Will include the CDR and a preliminary site plan showing the refined site layout. The preliminary site plan will be based on the preliminary layout provided by the Town and will be refined to ensure adequate spacing and sizing for the tanks, two banks of vertical turbine pumps, and all other equipment and site improvements.
- 60% Submittal: Detailed construction drawings for the tank site improvements. The updated CDR will also be submitted as part of the 60% submittal. This submittal will incorporate comments received from the Town’s review of the preliminary site plan and CDR (30% submittal) and will include detailed design for the proposed improvements. A 60% design workshop will be held with the Town to discuss comments received from its review of the 60% submittal.
- 100% Submittal: Detailed construction drawings for the tank site improvements, incorporating comments received from the 60% review. The drawings will be submitted to the Town for final review. HILGARTWILSON will meet with the Town to discuss the updated plans at the time of submittal, and will also provide written responses to previous comments received.

- Final Town/MCESD Submittals: Once comments from the 100% review are addressed, we will submit the final drawings to the Town and MCESD for review and approval. We will also prepare the Approval to Construct (ATC) forms for signature by the Town and for submittal to MCESD. The CDR will also be submitted to MCESD as part of this submittal.

This scope assumes the geotechnical evaluation (by Town's preferred geotechnical engineer) will be completed under a separate contract with the Town, and that the structural design of the tank will be completed by DN Tanks (it is understood that they will not charge a fee for the design). However, HILGARTWILSON will coordinate with the geotechnical engineer and DN Tanks, as noted below.

- Geotechnical Evaluation: HILGARTWILSON will coordinate with the Client's selected geotechnical engineer (assumed to be contracted separately with the Town) to obtain the geotechnical report and recommendations needed for the tank site improvements. We will review the geotechnical report to verify sufficient information was provided and will use the recommendations for the structural design of the tank, concrete pads, and foundations.
- Structural Design of Pre-stressed Concrete Tank: HILGARTWILSON will coordinate with DN Tanks to ensure proper quantities, sizing, and location of penetrations are provided for the storage tank for the inlet piping, outlet piping, overflow, instrumentation and controls, and other appurtenances. We will also review the progress plan sets to confirm proper penetrations are provided and will include the DN Tanks structural design plans as part of the 60% and 100% submittals.

- 2.4 Electrical & Structural Design: HILGARTWILSON will serve as the prime consultant and Client interface for the project and will provide direction to our electrical and structural subconsultants.

The electrical design will include all electrical equipment, instrumentation and controls for the following:

- Review existing electrical drawings for well.
- Main electrical service.
- Motor control center.
- Automatic or manual (depending on findings in CDR) transfer switch and standby generator (as applicable).
- Storage tank.
- Booster pump station.
- Hydropneumatic tank.
- Disinfection system.
- Onsite well.
- Area lighting.
- SCADA system.
- Other electrical equipment as applicable.
- PLC and control logic.

The structural design will include the following:

- Pump pad and pedestals.
- Concrete pads for miscellaneous equipment.
- Wet well (if determined during preliminary design that a wet well will be provided).

- Preliminary design for building footings and slab(s).

It is assumed that the structural design of the steel building is not included in this submittal, and that said building will be part of a deferred submittal.

3.0 OPINION OF PROBABLE CONSTRUCTION COSTS

- 3.1 Opinion of Probable Construction Costs: HILGARTWILSON will prepare an Engineer's Opinion of Probable Construction Costs based on the improvements identified on the final design plans. The opinion of probable construction costs will be established using local costs identified through recent construction bids for similar projects, prices from vendors, and discussions with contractors experienced in water facility construction. This service shall be provided on a time and materials basis with an initial budget.

4.0 MEETINGS AND DESIGN COORDINATION

- 4.1 Project Related Meetings and Design Coordination: HILGARTWILSON will attend meetings including Project status and coordination meetings with the Town and Project stakeholders, 60% and 100% design workshop meetings, and other Project related meetings as requested by the Town. This service shall be provided on a time and materials basis with an initial budget. Project meetings are proposed to be held at the Town of Queen Creek.

5.0 TECHNICAL SPECIFICATIONS (ALLOWANCE)

- 5.1 Technical Specifications: If directed by the Town, HILGARTWILSON will prepare technical specifications for the booster pump station and other site improvements in CSI format. The specifications will clarify the requirements for the new equipment and the construction of the improvements. This service will be provided on a time and materials basis with an initial budget.

6.0 CONSTRUCTION PHASE OFFICE ENGINEERING (ALLOWANCE)

- 6.1 Construction Phase Office Engineering: If directed by the Town, HILGARTWILSON will provide construction phase office engineering support on an as-needed basis. This effort may include providing bid-phase support, attending construction meetings, responding to contractor RFIs, site visits and clarifications, shop drawing review, and Engineer of Record services. This effort may also include structural coordination for the electrical building (deferred submittal) during construction.

As Engineer of Record, HILGARTWILSON and our subconsultants will prepare the Engineer's Certificate of Completion (ECOC) and Approval of Construction (AOC) packages for submittal to MCESD. It is assumed that all redline as-builts for the improvements and all test results needed for the ECOC and AOC will be provided by the contractor. This service will be provided on a time and materials basis with an initial budget.

PROPOSAL ASSUMPTIONS

The following assumptions were utilized in preparing this proposal:

- Geotechnical evaluation is not included in this proposal. It is assumed that the Client will contract separately with a geotechnical engineer to complete the geotechnical investigation and report that is required for the storage tank and booster pump station improvements.
- Structural design for the pre-stressed concrete storage tank and roof is not included in this proposal. It is assumed that the Client will contract separately with DN Tanks and their subconsultant(s), as required. Structural design for site walls, access gate, and steel electrical control building is not included in this proposal, but can be provided under separate contract, if desired.
- Hydrogeological analysis and the final well report, along with the well design plans, will be provided by the Town for HILGARTWILSON's use in our design of the site improvements.
- A radio path study for SCADA is not included in this proposal, but can be provided under separate contract, if desired.

FEE SCHEDULE

HILGARTWILSON will provide the services described above for the following fee arrangements: Fixed Fee and Time and Materials. For fees marked as time and materials, the Client will only be charged for actual time and materials spent on the Project according to the HILGARTWILSON Standard Fee Schedule in effect at the time services are provided. HILGARTWILSON agrees not to exceed the subtotal fee for each Time and Materials Task item without written authorization from the Client.

Tasks	Fixed Fee	T&M
1.0 Topographic Survey	\$2,800	
2.0 Storage Tank and Booster Pump Station Design		
2.1. Pre-Design Meeting & Site Visit	\$1,700	
2.2. Conceptual Design Report	\$19,800	
2.3. Tank Site Design & Construction Plans	\$43,100	
2.4. Electrical & Structural Design	\$28,300	
Total Task 2.0	\$92,900	
3.0 Opinion of Probable Construction Costs		\$1,500
4.0 Meetings & Design Coordination		\$2,500
SUBTOTAL	\$95,700	\$4,000
Allowance Items		
5.0 Technical Specifications (Allowance)		\$5,000
6.0 Construction Phase Office Engineering (Allowance)		\$5,000
TOTAL FEE	\$95,700	\$14,000

ADDITIONAL PROVISIONS

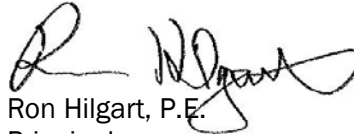
1. This proposal assumes all reimbursables will be billed to the Client at cost plus 15%. Reimbursables include, but are not limited to, reprographics and delivery services, printing, submittal and plan review fees, costs for maps, records and/or other documents relating to the Project, mileage and long distance telephone charges, computer color plots, etc.
2. Specifically excluded from this proposal are:
 - a. Review fees, permits, assessments, and other fees
 - b. Geotechnical Reports or Investigation
 - c. Off-Site Improvement Plans
 - d. Site Wall and Gate Design
 - e. Structural Design for Pre-Stressed Concrete Storage Tank and Steel Building
 - f. Radio Path Study for SCADA System
 - g. Items not specifically identified in the scope

We welcome the opportunity to be a part of your team, and look forward to working with you. Please let us know if you have any questions.

Respectfully submitted,
HILGARTWILSON, LLC



Mark Ipson, P.E.
 Manager – Water Infrastructure



Ron Hilgart, P.E.
 Principal

Queen Creek - Sossaman Tank Site HILGARTWILSON Survey & Engineering Services (Based on 2017 Billing Rates) REVISED: 1/4/18	Project Designer SL	Sr. Project Designer JG	Civil Designer (BSCE) MAJ	Project Engineer ZS/MS	Manager - Water Infrastructure MI	Principal RH	Survey / Other (Lump Sum)	Subconsultants (Lump Sum) (incl. HW MU)	Subtotal	Fixed Fee	T&M
Task 1.0 - Topographic Survey									\$ 2,800.00	\$ 2,800.00	
1.1 - Design Topography							\$ 2,800.00		\$ 2,800.00		
Task 2.0 - Storage Tank & BPS Design									\$ 92,835.00	\$ 92,900.00	
2.1 - Pre-Design Meeting & Site Visit			4	4	4				\$ 1,680.00		
2.2 - Conceptual Design Report			40	30	4				\$ 9,150.00		
2.2.1 - Disinfection System			1	1					\$ 245.00		
2.2.2 - Pump Hydraulics Calculations			16	12					\$ 3,380.00		
2.2.3 - Hydro Tank Design			8	6					\$ 1,690.00		
2.2.4 - Equipment Selection			16	10					\$ 3,110.00		
2.2.5 - Control Description			10	8					\$ 2,180.00		
2.3 - Tank Site Design - Construction Plans/Submittals/Reviews		206	72	64	5				\$ 42,155.00		
2.3.1 - Geotech Report Review			2	1					\$ 355.00		
2.3.2 - Struct Design of Tank (Coordination)			3	2					\$ 600.00		
2.4 - Electrical/Structural Design & Sub Coord.									\$ -		
Electrical Design (\$20,100 + 15% MU)							\$ 23,115.00		\$ 23,115.00		
Structural Design (\$4,500 + 15% MU)							\$ 5,175.00		\$ 5,175.00		
Task 3.0 - Opinion of Probable Cost									\$ 1,500.00		\$ 1,500.00
3.1 - Opinion of Probable Cost							\$ 1,500.00		\$ 1,500.00		
Task 4.0 - Meetings & Design Coord.									\$ 2,500.00		\$ 2,500.00
4.1 - Meetings & Design Coordination							\$ 2,500.00		\$ 2,500.00		
Task 5.0 - Technical Specifications (Allowance)									\$ 4,980.00		\$ 5,000.00
5.1 - Technical Specifications			20	18	2				\$ 4,980.00		\$ 5,000.00
Task 6.0 - Construction Phase Office Eng (Allowance)									\$ 5,000.00		\$ 5,000.00
6.1 - Construction Phase Office Eng							\$ 5,000.00		\$ 5,000.00		\$ 5,000.00
Total Hours	0	206	192	156	15	0					
Total Weeks	0	5.15	4.8	3.9	0.375	0					
Hourly Rate	\$ 105.00	\$ 120.00	\$ 110.00	\$ 135.00	\$ 175.00	\$ 205.00					
Fee	\$ -	\$ 24,720.00	\$ 21,120.00	\$ 21,060.00	\$ 2,625.00	\$ -	\$ 11,800.00	\$ 28,290.00	\$ 109,615.00	\$ 95,700.00	\$ 14,000.00

Grand Total = \$ 109,700.00

Fees by Subtask
\$ 2,800.00
\$ 1,700.00
\$ 19,800.00
\$ 43,100.00
\$ 28,300.00
\$ 1,500.00
\$ 2,500.00
\$ 5,000.00
\$ 5,000.00

Attachment: PROJECT ORDER 2 - Hilgartwilson - Sossaman Tank (Hilgart Wilson Project Order No. 2 - Sossaman Tank)



Requesting Department

Finance

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: SCOTT MCCARTY, FINANCE DIRECTOR

RE: Consideration and possible approval of the Pre-Annexation Development Agreement (PADA) with Fulton Homes (Ironwood Crossing) and necessary budget adjustments.

DATE: January 17, 2018

This item is on the Executive Session and Consent Agenda for the January 17th meeting. Town staff is working with representatives of Fulton Homes to finalize the PADA. There are a couple of elements in the agreement that we are still finalizing and need additional time to complete. As such, the agreement and staff report will be distributed later in the week.

I will be attending the Town Council briefings to further discuss this issue should you have any questions.

I appreciate your understanding regarding the delay.

Attachment(s):



Requesting Department

Fire / EMS

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: RON KNIGHT, FIRE CHIEF

RE: Consideration and possible approval of a lease agreement with American Medical Response for the leasing of living space, vehicle space and associated utility costs at Queen Creek fire stations.

DATE: January 17, 2018

Staff Recommendation:

Staff recommends that the Town Council approve the lease agreement between the Town of Queen Creek and American Medical Response.

Relevant Council Goal(s):



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

Proposed Motion:

Move to approve the lease agreement between the Town of Queen Creek and American Medical Response.

Discussion:

American Medical Response (AMR) has been the contract ambulance services provider for the Town of Queen Creek since September of 2015 when a regional transportation services agreement was put in place between The Town of Queen Creek, Town of Gilbert and AMR. Prior to September of 2015 Southwest Ambulance (SWA) was the provider. Both SWA and AMR have leased a building from the Town of Queen Creek to provide ambulance parking and living areas for the ambulance crew.

AMR has two separate needs in terms of leasing space at Queen Creek fire stations. The first need is to place an ambulance at Queen Creek Fire Station One to staff an ambulance on a twenty-four hour basis. The second need is to place an ambulance at Queen Creek Fire Station Three to staff an ambulance for twelve hours during the day, know as "peak time" staffing. Both staffing scenario call for separate contracts and different lease rate amounts as called out in the contracts. The twenty-four hour lease

rate is \$1,423.82 per month and the twelve hour lease rate is \$711.91; one-half of the twenty-four hour lease rate totaling \$2,135.73

While the current building is adequate in providing a place for the ambulance crews to house an ambulance and crew it does lack the infrastructure needed to equip the building with the needed information and technology for proper emergency call dispatching to the ambulance crew. Additionally, the building being leased to AMR is planned for demolition as part of the expansion of the Municipal Services Campus.

As part of the regional transportation services agreement the Town of Gilbert and AMR approved a lease agreement allowing AMR crews and ambulances to occupy parking and living space inside Gilbert stations. At the time Queen Creek fire stations did not have adequate space to allow this. Gilbert completed research on average lease rates for commercial occupancy space in the southeast valley. A lease amount was calculated by Gilbert based on the average commercial occupancy space, utility costs, infrastructure improvements, consumables, administrative fee and a 3% increase in the lease after year three to allow for changes on the Consumer Price Index.

Since Queen Creek is a part of the regional transportation agreement between the three agencies and considering square footage needs, utility costs and consumables being very similar it is recommended that the same methodology be applied when arriving at a lease amount between Queen Creek and AMR. Queen Creek is recommending a monthly lease of \$2,135.73 to allow AMR to lease space at Queen Creek Fire Stations One and Three; one for a twenty-four hour operation and one for "peak time" operation.

Fiscal Impact:

There would be a lease revenue of \$2,135.73 per month paid by AMR to Queen Creek.

Alternatives:

Queen Creek could opt not to lease space and this would require AMR to seek other options for leased space.

Attachment(s):

Lease Agreement _Station 1

Lease Agreement _Station 3

LEASE

THIS LEASE ("Lease") is made this ___ day of _____, 2018 by and between the Town of Queen Creek, an Arizona municipal corporation ("Lessor"), and American Medical Response of Maricopa, LLC, an Arizona limited liability company ("Lessee"). Lessor and Lessee may be jointly called "Parties" or individually "Party".

WITNESSETH

WHEREAS Lessor is the owner of certain real property within the jurisdiction of Town of Queen Creek and the fire stations located thereon; and

WHEREAS Lessee desires to lease a portion of the real property herein described for the housing of an ambulance and associated emergency medical crew; and

WHEREAS it is in the best interests of the Town of Queen Creek to lease space to Lessee to house ambulances and associated emergency medical crews in Town of Queen Creek fire stations.

IN CONSIDERATION OF THE PREMISES and the mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party to the other, the Parties hereto agree as follows:

1. PREMISES. That the subject of this Lease is more particularly described as space, as set forth below, located within Queen Creek Fire Station(s) designated as follows:

Station Number 1: 20678 E. Civic Parkway, Queen Creek, AZ 85142

Attachment: Lease Agreement _ Station 1 (AMR/Fire Station Lease)

The "Leased Premises" shall be an area located within Lessor's Fire Station, and shall include: (i) one (1) parking bay to be used for the housing of an ambulance, (ii) sleeping quarters for an ambulance crew consisting of two (2) individuals, and (iii) space allocated at the Fire Station to store required medical equipment. The exact location of the Leased Premises within the Fire Station shall be subject to the approval of the Queen Creek Fire Chief, or his designee, in his sole and absolute discretion. The Parties acknowledge that by virtue of the physical layout of the Fire Station, the Lessee may be permitted to the non-exclusive use of various "Common Areas" of the Fire Station. Common Areas shall not include any designated office space of Fire Captains or any law enforcement personnel. The designation and use of such Common Areas may be agreed upon by the Lessee and the Queen Creek Fire Chief. The Lessee shall have no access to Lessor's Emergency Medical Service (EMS) supply area.

2. OCCUPANCY PERIOD

Lessor hereby grants to Lessee 24-hour use of the Leased Premises. Any changes to this Lease to use the Leased Premises to house a "day-car" for only portions of a day (minimum twelve-hour periods) shall only be by written amendment executed by both parties.

3. TERM.

A. Unless otherwise not renewed as herein provided, the "Term" of this Lease shall be three (3) years commencing on _____, 2018 (the "Commencement Date") and ending on _____, 2021.

B. After one (1) calendar year, Lessor will meet with Lessee and review the cost to the Lessor of certain consumables (including without limitation office, cleaning and restroom supplies). Lessor reserves the right to either raise or lower the Lease rent at Lessor's discretion, supported by documentation, and in consultation with Lessee. Any resulting increase in rent shall not exceed five percent (5%) of the then existing Lease rent. Any such adjustment shall be provided to Lessee in writing.

C. This Lease shall automatically renew for up to three (3) consecutive one (1) year periods (each a "Renewal Term") under the same terms and conditions as set forth herein unless either of the Parties hereto gives written notice to the other at least ninety (90) days prior to the expiration of the then existing term of its intent not to renew this Lease.

4. WARRANTY. Upon the Commencement Date, Lessee shall accept the Leased Premise and fixtures in its existing condition. Lessee agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition thereof. In no event shall the Lessor be liable for any defect in such Leased Premises or for any limitation on its use.

5. RENT.

A. Lessee shall pay to Lessor annual "Rent" in the amount of Seventeen Thousand Eighty Five and 84/100 (\$17,085.84). Lessee shall pay Rent in equal monthly installments, on the first (1st) day of each month during the Term, of One Thousand Four Hundred Twenty Three and 82/100 (\$1,423.82) per month.

B. Rent for each Renewal Term after the initial Term shall be increased by the sum of three percent (3%) over the immediately preceding term.

C. All rental payments due under the terms of this Lease shall be addressed to the Lessor at the below, unless and until another address is designated by Lessor for receipt of payments:

Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, Arizona 85142
Attn: Finance Director

All rental payments due herein are due and payable on the first (1st) day of each month without setoff or deduction, notice or demand. A late charge of Three Hundred Dollars (\$300.00) shall be added to each payment received by the Lessor ten (10) days after said rent becomes due and payable. Additionally, an additional Two Hundred Dollars (\$200.00) shall be due and payable every fifth (5th) day thereafter until thirty (30) days have elapsed. Thereafter, interest shall accrue on the outstanding balance as set forth in paragraph 23 below.

D. If the Leased Premises is occupied and used to house a "day-car" for portions of a day (minimum twelve-hour periods), the rent charged will be a pro-rated amount based on the occupied use by the Lessee. Example: if Lessee occupies for twelve hours a day the rent charged will be one-half the amount provided for in Paragraph 5(A). Any changes to the occupancy period (*i.e.* 12-hour or 24-hour use) of the Leased Premises or to the applicable Rent (except as provided for in Paragraph 5(B)) shall be by written amendment to this Lease signed by both Parties.

6. CITY AND STATE TAXES. In addition to the rent specified above, Lessee

shall be responsible for all taxes, fees, and assessments arising as a result of this Lease, if any. Lessee further understands and agrees that in the event the Leased Premises become subject to government property lease excise tax pursuant to A.R.S. Title 42, Chapter 6, Article 5, Lessee shall pay such excise tax and Queen Creek shall have no responsibility whatsoever for such excise taxes.

7. SURRENDER OF PREMISES. Subject to the terms and conditions herein provided, it is agreed that at the expiration of any term of this Lease, or any sooner termination thereof, Lessee will quit and surrender the Leased Premises. At the termination of this Lease, Lessee shall surrender the Leased Premises to Lessor in the same condition as received, ordinary wear and tear excepted. If the Lessee should hold over the said term with the consent, express or implied, of Lessor, such holding over shall be construed as a tenancy only from month to month, and the Lessee shall continue to pay the prevailing rent for such term as Lessee holds same.

8. USE.

A. Lessee shall use the Leased Premises solely for the housing of an ambulance, associated crew, and necessary equipment, and for no other purpose without Lessor's prior written consent, which consent may be withheld in Lessor's sole and absolute discretion.

B. Lessee shall, at Lessee's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the Term hereof regulating the use by Lessee of the Leased Premises.

C. Lessee hereby accepts the Leased Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Leased Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent have made any representation or warranty as to the suitability of the Leased Premises for the conduct of Lessee's business.

D. Lessee acknowledges that its use of the Leased Premises described herein are non-exclusive, and that the Leased Premises will also be used by the Lessor as a fire station, and for other municipal and governmental purposes as determined by Lessor.

9. SIGNS. Lessee shall place no signs, flags, or posters or other advertising or promotional materials on the Leased Premises, on the exterior of the building in which the Leased Premises are located, or in the windows of the Leased Premises without having obtained Lessor's prior written consent, which consent may be withheld at the sole discretion of the Lessor.

10. REPAIRS. Any repairs which are required to be done to the Leased Premises which are necessitated by the negligence or acts of the Lessee, its employees or agents, shall be repaired as determined by the Lessor, the cost of which shall be borne by the Lessee.

11. KEEPING PREMISES CLEAN. Lessee agrees to assist in keeping the Leased Premises inside and outside clean and neat at all times, including sidewalks, parking area and front and rear yards. Lessee is responsible for keeping their designated sleeping quarters and ambulance parking bay clean.

12. ALTERATIONS AND ADDITIONS. Alterations and additions may not be made to the Leased Premises without the prior written consent of the Lessor, which consent may be withheld in Lessors sole and absolute discretion. Any alteration of or addition to the Leased Premises shall become part of the realty and shall belong to the Lessor upon termination of this Lease. Storage equipment that is freestanding and not mounted to any wall shall remain the property of the Lessee, and shall be removed upon expiration of this Lease or earlier termination thereof.

13. LIENS CREATED BY LESSEE. Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the property on which the Leased Premises are located or other estate or reversion of the Lessor in the Leased Premises or upon any building or improvement thereon, and should any such lien be filed, the Lessee, at its sole cost and expense, shall bond or otherwise discharge the same within ten (10) days after the filing thereof.

14. PROHIBITION AGAINST ASSIGNMENT. Lessee shall not assign, mortgage or encumber this Lease nor sublet nor permit the Leased Premises or any part thereof to be used by others, without the prior written consent of the Lessor in each instance, which consent may be withheld in Lessors' sole and absolute discretion.

15. PROHIBITION AGAINST LESSEE. Lessee shall not, at any time, without first obtaining the Lessor's express written consent, which consent may be withheld in Lessors' sole and absolute discretion:

A. Perform any act or carry on any practice which may damage, mar or deface the Leased Premises, the building in which the Leased Premises is located, or the property on which the Leased Premises is located;

B. Install, operate or maintain in the Leased Premises any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity

for proper and safe operation as determined by Lessor, in Lessors' sole and absolute discretion.

16. DAMAGE OR INJURY TO PERSON OR PROPERTY.

A. Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all liability for any damage or injury to person or property caused by or resulting from any act or omission of Lessee, its employees or agents arising from or relating to Lessee's use or occupation of the Leased Premises, the building in which the Leased Premises is located, or the property on which the Leased Premises is located.

B. Lessor hereby agrees to exempt, indemnify and hold harmless the Lessee from any and all liability for any damage or injury to person or property caused by or resulting from any act or omission of gross negligence of Lessor, its employees or agents, except as set forth immediately below.

C. Notwithstanding paragraph B above, Lessee hereby agrees to indemnify and hold harmless the Lessor in every circumstance from any and all liability for any damage or injury to person or property arising from Lessee personnel's use of any of Lessor's weight room or exercise equipment.

17. INSURANCE. Lessee shall maintain a comprehensive public liability insurance policy in an amount of not less than Two Million Dollars (\$2,000,000.00), insuring against liability for bodily injury and property damage, for the benefit of Lessor, and in all respects maintain said insurance as set forth in Sections 41 and 42 of the August 2015 Regional Emergency Medical Transportation Service Agreement.

18. LANDLORD'S OBLIGATIONS. Notwithstanding any other terms hereof, except for damage caused by any act or omission of Lessee, Lessee's agents, employees, or invitees, Lessor, at Lessor's expense, shall keep in good condition and repair the fire stations in which the Leased Premises are located.

19. DEFAULTS. The occurrence of any one or more of the following events shall constitute a material default and breach of this lease by Lessee:

A. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, or to provide proof of payment of said amounts upon demand of Lessor.

B. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than described in paragraph A above, where such failure shall continue for a period of fifteen (15) days after written notice

hereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than fifteen (15) days are reasonably required for its cure, then Lessee shall not be deemed to be in default, if Lessee commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

C. (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in the lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

20. REMEDIES.

A. If Lessor or Lessee determines that the other Party has not fulfilled its duties or obligations under this Lease, this Lease may be terminated by that Party upon thirty (30) days written notice to the other Party. However, the Party desiring to terminate this Lease must provide notice as to the specific manner in which the other Party has not fulfilled the aforementioned duties. The Party deemed to be failing its duties or obligations would then have fourteen (14) days to implement a solution before final notice of termination is issued.

B. Notwithstanding the provisions in Paragraph 20(A) above, if Lessee is in material breach of this Lease for failure to make payment of rent, Paragraph 21 hereof shall apply.

21. NON-PAYMENT OF RENT. In addition to any other remedy provided for in this lease, Lessee further agrees with Lessor that upon the non-payment of the whole or any part of the said rent or other payment due hereunder at the time when same is promised to be paid by the said Lessee, the Lessor, at its election, may declare this Lease at an end and recover possession of said Leased Premises, as though the same were held by forcible detainer, said Lessee hereby waiving any notice of such election or any demand for rent; and further, that in the event the Leased Premises or part thereof shall be deserted during said term or of the breach of any of the other terms, covenants or agreements herein contained, and by the Lessee to be kept and performed, the Lessor may declare this Lease to be at an end and become entitled to the immediate possession of the

Leased Premises and may pursue any other remedy provided for herein; or they may treat this Lease as continuing and take, have and recover any damages they may have sustained by reason of such breach.

22. INDEPENDENT COVENANT FOR PAYMENT OF RENT. The covenant of the Lessee to pay rent shall at all times be recognized as an independent covenant under the terms of this Lease and shall in no way be construed to be dependent upon any other clause, condition or covenant contained herein.

23. DEFAULT BY LESSOR. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event earlier than thirty (30) days after written notice by Lessee specifying wherein Lessor has failed to perform such obligations; provided however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty-day period and thereafter diligently prosecute the same to completion.

24. INTEREST ON PAST DUE OBLIGATIONS. Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at eighteen percent (18%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

25. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to Lessor or Lessee respectively at the following addresses (until written notice of change of address is provided by either Party to the other):

To Lessor:
Town of Queen Creek Fire &
Medical Department
22358 S. Ellsworth Rd.
Queen Creek, Arizona, 85142

With a copy to the Town Manager at the following address:
John Kross
Town of Queen Creek
22358 S. Ellsworth Rd.
Queen Creek, Arizona
85142

To Lessee:

American Medical Response of Maricopa, LLC
 6363 S. Fiddler's Green Circle, 14th Floor
 Greenwood Village, CO 80111

26. WAIVER BY LESSOR. The waiver by either Party of any breach or breaches by the other of any one or more of the covenants, agreements, conditions, or obligations herein contained shall not bar either Party's right to employ any rights or remedies in the event of any subsequent breach of any such or other covenants, agreements, conditions, or obligations. Any entry and/or re-entry by the Lessor, whether had or taken under what is generally known as summary proceedings, or otherwise, as provided by the terms of this Lease, shall not be deemed to absolve or discharge the Lessee from liability hereunder.

27. SEVERABILITY. The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the Parties is not defeated thereby.

28. CHANGE IN LEASE. The making, execution and delivery of this Lease has not been induced by any representation, statement, warranties or agreements other than those herein expressed. It is mutually agreed by and between the Parties hereto that this Lease supersedes all other previous and/or other agreements bearing upon the Leased Premises, and it is further agreed that no changes to or in this Lease shall be made without being in writing, signed by all of the Parties hereto.

29. RESERVATION BY LESSOR. Lessor reserves the right to make improvements and additions upon the Leased Premises. Any such additions or improvements, if not an integral part of the Leased Premises, shall be property of Lessor and shall not be deemed part of the Leased Premises.

30. CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the Town of Queen Creek may cancel this Lease, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease on behalf of the Town is, at any time while the Lease or any extension of the Lease is in effect, an employee or agent of any other Party to the Lease in any capacity or a consultant to any other Party of the Lease with respect to the subject matter of the Lease. In the foregoing event, the Town of Queen Creek further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the Town of Queen Creek from

any other Party to the Lease arising as a result of this Lease.

31. CONSTRUCTION. The terms and conditions of this Lease shall be construed and governed in accordance with the laws of the State of Arizona without regard to conflict of law principles.

32. DISPUTE RESOLUTION. The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Lease, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the Court. The Parties hereto further expressly covenant and agree that in the event of litigation arising from this Lease, neither Party shall be entitled to an award of attorneys' fees, either pursuant to the Lease, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

33. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. The failure of either Party to require the strict performance by the other of any provision of this Lease shall not be deemed a waiver of the right of said Party thereafter to require strict performance of that or any other provision of this Lease in accordance with the terms hereof, and without notice.

34. NON-DISCRIMINATION CLAUSE. The Lessee, with regard to the provisions of services to the general public pursuant to this Lease, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. The Lessee will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

35. CONTRACT ADMINISTRATOR. The Contract Administrator for the purposes of this Lease shall be the Fire Chief (or his designee), until such time that a different contract administrator is designated by the Queen Creek Town Manager. Whenever the consent of the Town of Queen Creek is required pursuant to the terms of this Lease, the Contract Administrator is hereby empowered to give such consent on behalf of the Lessor, with the exception of any material changes to the Lease pursuant to Paragraph 28, which are required to be approved by the Queen Creek Town Council.

36. COUNTERPARTS. This Lease may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Lease shall be deemed to possess the full force and effect of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first written above.

LESSOR: TOWN OF QUEEN CREEK

LESSEE: AMERICAN MEDICAL RESPONSE OF MARICOPA, LLC

Gail Barney, Mayor

Tim Dorn

ATTEST:

Jennifer Robinson, Town Clerk

APPROVED AS TO FORM:

Town Attorney

PHOENIX 53749-1 422170v1

DRAFT

Attachment: Lease Agreement _Station 1 (AMR/Fire Station Lease)

LEASE

THIS LEASE ("Lease") is made this ___ day of _____, 2018 by and between the Town of Queen Creek, an Arizona municipal corporation ("Lessor"), and American Medical Response of Maricopa, LLC, an Arizona limited liability company ("Lessee"). Lessor and Lessee may be jointly called "Parties" or individually "Party".

WITNESSETH

WHEREAS Lessor is the owner of certain real property within the jurisdiction of Town of Queen Creek and the fire stations located thereon; and

WHEREAS Lessee desires to lease a portion of the real property herein described for the housing of an ambulance and associated emergency medical crew; and

WHEREAS it is in the best interests of the Town of Queen Creek to lease space to Lessee to house ambulances and associated emergency medical crews in Town of Queen Creek fire stations.

IN CONSIDERATION OF THE PREMISES and the mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party to the other, the Parties hereto agree as follows:

1. PREMISES. That the subject of this Lease is more particularly described as space, as set forth below, located within Queen Creek Fire Station(s) designated as follows:

Station Number 3: 19159 E. Queen Creek Road, Queen Creek, AZ 85142

Attachment: Lease Agreement _ Station 3 (AMR/Fire Station Lease)

The "Leased Premises" shall be an area located within Lessor's Fire Station, and shall include: (i) one (1) parking bay to be used for the housing of an ambulance, (ii) sleeping quarters for an ambulance crew consisting of two (2) individuals, and (iii) space allocated at the Fire Station to store required medical equipment. The exact location of the Leased Premises within the Fire Station shall be subject to the approval of the Queen Creek Fire Chief, or his designee, in his sole and absolute discretion. The Parties acknowledge that by virtue of the physical layout of the Fire Station, the Lessee may be permitted to the non-exclusive use of various "Common Areas" of the Fire Station. Common Areas shall not include any designated office space of Fire Captains or any law enforcement personnel. The designation and use of such Common Areas may be agreed upon by the Lessee and the Queen Creek Fire Chief. The Lessee shall have no access to Lessor's Emergency Medical Service (EMS) supply area.

2. OCCUPANCY PERIOD

Lessor hereby grants to Lessee use of the Leased Premises for 12-hours per day (*i.e.*, to house a "day-car"). Any changes to this occupancy period shall only be by written amendment executed by both parties.

3. TERM.

A. Unless otherwise not renewed as herein provided, the "Term" of this Lease shall be three (3) years commencing on _____, 2018 (the "Commencement Date") and ending on _____, 2021.

B. After one (1) calendar year, Lessor will meet with Lessee and review the cost to the Lessor of certain consumables (including without limitation office, cleaning and restroom supplies). Lessor reserves the right to either raise or lower the Lease rent at Lessor's discretion, supported by documentation, and in consultation with Lessee. Any resulting increase in rent shall not exceed five percent (5%) of the then existing Lease rent. Any such adjustment shall be provided to Lessee in writing.

C. This Lease shall automatically renew for up to three (3) consecutive one (1) year periods (each a "Renewal Term") under the same terms and conditions as set forth herein unless either of the Parties hereto gives written notice to the other at least ninety (90) days prior to the expiration of the then existing term of its intent not to renew this Lease.

4. WARRANTY. Upon the Commencement Date, Lessee shall accept the Leased Premise and fixtures in its existing condition. Lessee agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition thereof. In no event shall the Lessor be liable for any defect in such Leased Premises or for any limitation on its use.

5. RENT.

A. Lessee shall pay to Lessor annual "Rent" in the amount of Seventeen Thousand Eighty Five and 84/100 (\$17,085.84). Lessee shall pay Rent in equal monthly installments, on the first (1st) day of each month during the Term, of One Thousand Four Hundred Twenty Three and 82/100 (\$1,423.82) per month.

B. Rent for each Renewal Term after the initial Term shall be increased by the sum of three percent (3%) over the immediately preceding term.

C. All rental payments due under the terms of this Lease shall be addressed to the Lessor at the below, unless and until another address is designated by Lessor for receipt of payments:

Town of Queen Creek
22358 S. Ellsworth Road
Queen Creek, Arizona 85142
Attn: Finance Director

All rental payments due herein are due and payable on the first (1st) day of each month without setoff or deduction, notice or demand. A late charge of Three Hundred Dollars (\$300.00) shall be added to each payment received by the Lessor ten (10) days after said rent becomes due and payable. Additionally, an additional Two Hundred Dollars (\$200.00) shall be due and payable every fifth (5th) day thereafter until thirty (30) days have elapsed. Thereafter, interest shall accrue on the outstanding balance as set forth in paragraph 23 below.

D. If the Leased Premises is occupied and used to house a "day-car" for portions of a day (minimum twelve-hour periods), the rent charged will be a pro-rated amount based on the occupied use by the Lessee. Example: if Lessee occupies for twelve hours a day the rent charged will be one-half the amount provided for in Paragraph 5(A). Any changes to the occupancy period (*i.e.* 12-hour or 24-hour use) of the Leased Premises or to the applicable Rent (except as provided for in Paragraph 5(B)) shall be by written amendment to this Lease signed by both Parties.

6. CITY AND STATE TAXES. In addition to the rent specified above, Lessee

shall be responsible for all taxes, fees, and assessments arising as a result of this Lease, if any. Lessee further understands and agrees that in the event the Leased Premises become subject to government property lease excise tax pursuant to A.R.S. Title 42, Chapter 6, Article 5, Lessee shall pay such excise tax and Queen Creek shall have no responsibility whatsoever for such excise taxes.

7. SURRENDER OF PREMISES. Subject to the terms and conditions herein provided, it is agreed that at the expiration of any term of this Lease, or any sooner termination thereof, Lessee will quit and surrender the Leased Premises. At the termination of this Lease, Lessee shall surrender the Leased Premises to Lessor in the same condition as received, ordinary wear and tear excepted. If the Lessee should hold over the said term with the consent, express or implied, of Lessor, such holding over shall be construed as a tenancy only from month to month, and the Lessee shall continue to pay the prevailing rent for such term as Lessee holds same.

8. USE.

A. Lessee shall use the Leased Premises solely for the housing of an ambulance, associated crew, and necessary equipment, and for no other purpose without Lessor's prior written consent, which consent may be withheld in Lessor's sole and absolute discretion.

B. Lessee shall, at Lessee's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the Term hereof regulating the use by Lessee of the Leased Premises.

C. Lessee hereby accepts the Leased Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Leased Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent have made any representation or warranty as to the suitability of the Leased Premises for the conduct of Lessee's business.

D. Lessee acknowledges that its use of the Leased Premises described herein are non-exclusive, and that the Leased Premises will also be used by the Lessor as a fire station, and for other municipal and governmental purposes as determined by Lessor.

9. SIGNS. Lessee shall place no signs, flags, or posters or other advertising or promotional materials on the Leased Premises, on the exterior of the building in which the Leased Premises are located, or in the windows of the Leased Premises without having obtained Lessor's prior written consent, which consent may be withheld at the sole discretion of the Lessor.

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14. PROHIBITION AGAINST ASSIGNMENT. Lessee shall not assign, mortgage or encumber this Lease nor sublet nor permit the Leased Premises or any part thereof to be used by others, without the prior written consent of the Lessor in each instance, which consent may be withheld in Lessors' sole and absolute discretion.

15. PROHIBITION AGAINST LESSEE. Lessee shall not, at any time, without first obtaining the Lessor's express written consent, which consent may be withheld in Lessors' sole and absolute discretion:

A. Perform any act or carry on any practice which may damage, mar or deface the Leased Premises, the building in which the Leased Premises is located, or the property on which the Leased Premises is located;

B. Install, operate or maintain in the Leased Premises any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity

for proper and safe operation as determined by Lessor, in Lessors' sole and absolute discretion.

16. DAMAGE OR INJURY TO PERSON OR PROPERTY.

A. Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all liability for any damage or injury to person or property caused by or resulting from any act or omission of Lessee, its employees or agents arising from or relating to Lessee's use or occupation of the Leased Premises, the building in which the Leased Premises is located, or the property on which the Leased Premises is located.

B. Lessor hereby agrees to exempt, indemnify and hold harmless the Lessee from any and all liability for any damage or injury to person or property caused by or resulting from any act or omission of gross negligence of Lessor, its employees or agents, except as set forth immediately below.

C. Notwithstanding paragraph B above, Lessee hereby agrees to indemnify and hold harmless the Lessor in every circumstance from any and all liability for any damage or injury to person or property arising from Lessee personnel's use of any of Lessor's weight room or exercise equipment.

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18. LANDLORD'S OBLIGATIONS. Notwithstanding any other terms hereof, except for damage caused by any act or omission of Lessee, Lessee's agents, employees, or invitees, Lessor, at Lessor's expense, shall keep in good condition and repair the fire stations in which the Leased Premises are located.

19. DEFAULTS. The occurrence of any one or more of the following events shall constitute a material default and breach of this lease by Lessee:

A. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, or to provide proof of payment of said amounts upon demand of Lessor.

B. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than described in paragraph A above, where such failure shall continue for a period of fifteen (15) days after written notice

hereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than fifteen (15) days are reasonably required for its cure, then Lessee shall not be deemed to be in default, if Lessee commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

C. (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in the lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Leased Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

20. REMEDIES.

A. If Lessor or Lessee determines that the other Party has not fulfilled its duties or obligations under this Lease, this Lease may be terminated by that Party upon thirty (30) days written notice to the other Party. However, the Party desiring to terminate this Lease must provide notice as to the specific manner in which the other Party has not fulfilled the aforementioned duties. The Party deemed to be failing its duties or obligations would then have fourteen (14) days to implement a solution before final notice of termination is issued.

B. Notwithstanding the provisions in Paragraph 20(A) above, if Lessee is in material breach of this Lease for failure to make payment of rent, Paragraph 21 hereof shall apply.

21. NON-PAYMENT OF RENT. In addition to any other remedy provided for in this lease, Lessee further agrees with Lessor that upon the non-payment of the whole or any part of the said rent or other payment due hereunder at the time when same is promised to be paid by the said Lessee, the Lessor, at its election, may declare this Lease at an end and recover possession of said Leased Premises, as though the same were held by forcible detainer, said Lessee hereby waiving any notice of such election or any demand for rent; and further, that in the event the Leased Premises or part thereof shall be deserted during said term or of the breach of any of the other terms, covenants or agreements herein contained, and by the Lessee to be kept and performed, the Lessor may declare this Lease to be at an end and become entitled to the immediate possession of the

Leased Premises and may pursue any other remedy provided for herein; or they may treat this Lease as continuing and take, have and recover any damages they may have sustained by reason of such breach.

22. INDEPENDENT COVENANT FOR PAYMENT OF RENT. The covenant of the Lessee to pay rent shall at all times be recognized as an independent covenant under the terms of this Lease and shall in no way be construed to be dependent upon any other clause, condition or covenant contained herein.

23. DEFAULT BY LESSOR. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event earlier than thirty (30) days after written notice by Lessee specifying wherein Lessor has failed to perform such obligations; provided however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty-day period and thereafter diligently prosecute the same to completion.

24. INTEREST ON PAST DUE OBLIGATIONS. Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at eighteen percent (18%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

25. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to Lessor or Lessee respectively at the following addresses (until written notice of change of address is provided by either Party to the other):

To Lessor:
Town of Queen Creek Fire &
Medical Department
22358 S. Ellsworth Rd.
Queen Creek, Arizona, 85142

With a copy to the Town Manager at the following address:

John Kross
Town of Queen Creek
22358 S. Ellsworth Rd.
Queen Creek, Arizona
85142

To Lessee:

American Medical Response of Maricopa, LLC
6363 S. Fiddler's Green Circle, 14th Floor
Greenwood Village, CO 80111

26. WAIVER BY LESSOR. The waiver by either Party of any breach or breaches by the other of any one or more of the covenants, agreements, conditions, or obligations herein contained shall not bar either Party's right to employ any rights or remedies in the event of any subsequent breach of any such or other covenants, agreements, conditions, or obligations. Any entry and/or re-entry by the Lessor, whether had or taken under what is generally known as summary proceedings, or otherwise, as provided by the terms of this Lease, shall not be deemed to absolve or discharge the Lessee from liability hereunder.

27. SEVERABILITY. The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the Parties is not defeated thereby.

28. CHANGE IN LEASE. The making, execution and delivery of this Lease has not been induced by any representation, statement, warranties or agreements other than those herein expressed. It is mutually agreed by and between the Parties hereto that this Lease supersedes all other previous and/or other agreements bearing upon the Leased Premises, and it is further agreed that no changes to or in this Lease shall be made without being in writing, signed by all of the Parties hereto.

29. RESERVATION BY LESSOR. Lessor reserves the right to make improvements and additions upon the Leased Premises. Any such additions or improvements, if not an integral part of the Leased Premises, shall be property of Lessor and shall not be deemed part of the Leased Premises.

30. CONFLICT OF INTEREST. Pursuant to A.R.S. § 38-511, the Town of Queen Creek may cancel this Lease, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease on behalf of the Town is, at any time while the Lease or any extension of the Lease is in effect, an employee or agent of any other Party to the Lease in any capacity or a consultant to any other Party of the Lease with respect to the subject matter of the Lease. In the foregoing event, the Town of Queen Creek further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the Town of Queen Creek from

any other Party to the Lease arising as a result of this Lease.

31. CONSTRUCTION. The terms and conditions of this Lease shall be construed and governed in accordance with the laws of the State of Arizona without regard to conflict of law principles.

32. DISPUTE RESOLUTION. The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Lease, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the Court. The Parties hereto further expressly covenant and agree that in the event of litigation arising from this Lease, neither Party shall be entitled to an award of attorneys' fees, either pursuant to the Lease, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

33. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. The failure of either Party to require the strict performance by the other of any provision of this Lease shall not be deemed a waiver of the right of said Party thereafter to require strict performance of that or any other provision of this Lease in accordance with the terms hereof, and without notice.

34. NON-DISCRIMINATION CLAUSE. The Lessee, with regard to the provisions of services to the general public pursuant to this Lease, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. The Lessee will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

35. CONTRACT ADMINISTRATOR. The Contract Administrator for the purposes of this Lease shall be the Fire Chief (or his designee), until such time that a different contract administrator is designated by the Queen Creek Town Manager. Whenever the consent of the Town of Queen Creek is required pursuant to the terms of this Lease, the Contract Administrator is hereby empowered to give such consent on behalf of the Lessor, with the exception of any material changes to the Lease pursuant to Paragraph 28, which are required to be approved by the Queen Creek Town Council.

36. COUNTERPARTS. This Lease may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Lease shall be deemed to possess the full force and effect of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first written above.

LESSOR: TOWN OF QUEEN CREEK

LESSEE: AMERICAN MEDICAL RESPONSE OF MARICOPA, LLC

Gail Barney, Mayor

Tim Dorn

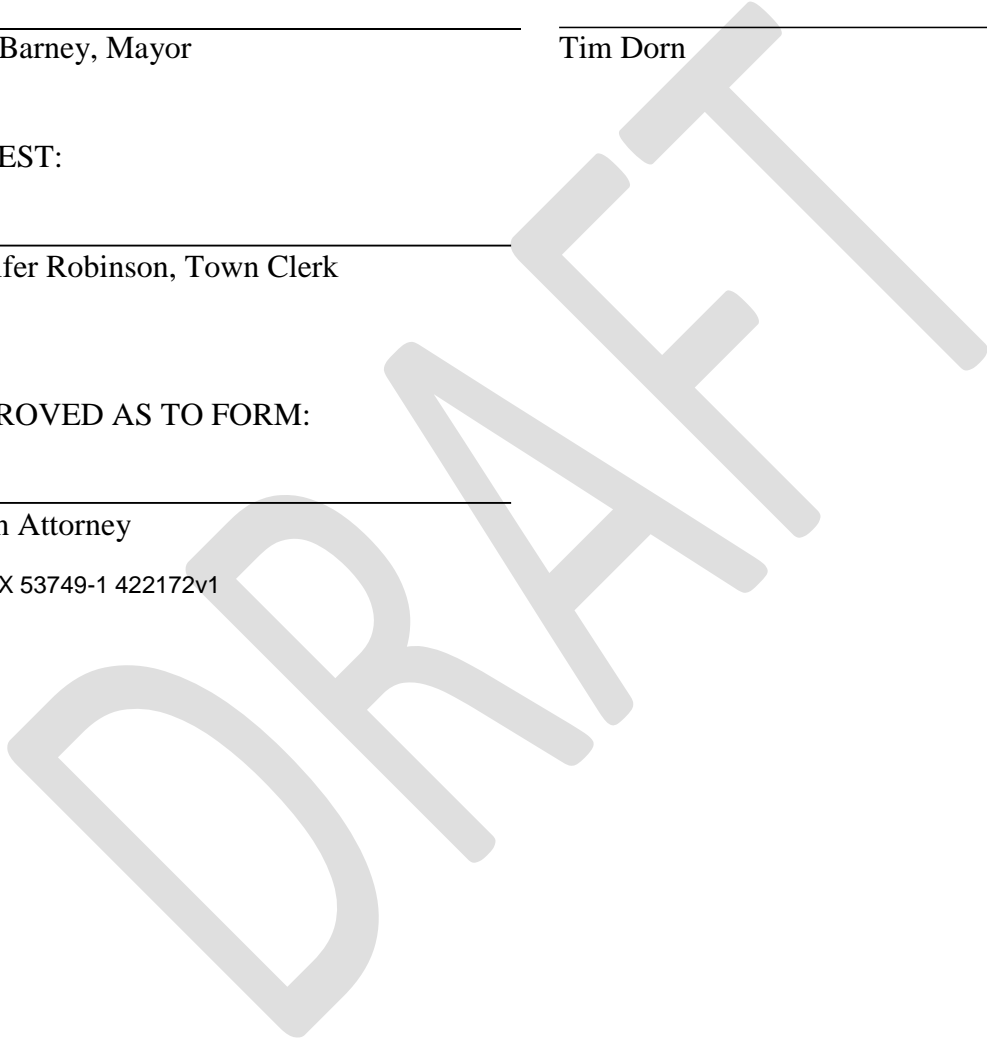
ATTEST:

Jennifer Robinson, Town Clerk

APPROVED AS TO FORM:

Town Attorney

PHOENIX 53749-1 422172v1



Attachment: Lease Agreement _ Station 3 (AMR/Fire Station Lease)



Requesting Department

Economic Development

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR AND
JENNIFER LINDLEY, ECONOMIC DEVELOPMENT
COORDINATOR

RE: Consideration and possible approval of a contract with Swaback Partners in the amount of \$129,000 for the Town Center Overlay District and Cost and Drainage Analysis and necessary budget adjustments.

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of a contract with Swaback Partners in the amount of \$129,000 for the Town Center Overlay District and Cost and Drainage Analysis.

Relevant Council Goal(s):

KRA 8: Land Use/Economic Development, Goal 2 - Implement the Council approved Economic Development Strategic Plan (EDSP).

Proposed Motion:

Move to approve a contract with Swaback Partners in the amount of \$129,000 for the Town Center Overlay District and Cost and Drainage Analysis.

Discussion:

The current Town Center Plan was last updated and approved by Council in October 2017. Swaback Partners created key action items and next steps moving forward that included:

- Create a Town Center Core Overlay District that establishes unique and specific expectations for the built environment within the core including: development standards, identification of the desired mix of uses, architecture and building design, landscape architecture, lighting.
- Prepare updated Design Guidelines that represent the full spectrum of the detailed aspirations of the Town Center Plan based on authentic placemaking that represents the heritage of the community. The Guidelines should be

organized in an easy to read/use format that becomes a tool to assist the Town with attracting private capital investments.

- Produce an overall cost analysis for capital expenditures based on the strategy of creating new open space, right-of-way (ROW) corridors and development parcels within the Town Center Core in order for the Town to better understand the potential value of public investment relative to attracting private development.
- Generate an overall drainage strategy for the Town Center Core area that aligns with the Town Center Plan Update in order to maximize real estate value for all planned new development parcels.

The Town Center Plan update reaffirms the goals and polices for the entire Town Center and establishes detailed recommendations for the Town Center Core. In order to set the process for execution in motion, the following key action items are recommended as next steps moving forward:

Town Center Overlay District

As outlined in their proposal to the Town, Swaback Partners will conduct the following key tasks for the Town Center Core Overlay District:

Task One: Kick-Off Work Session with Stakeholders

Task Two: Preparation of Development Standards

Task Three: Creation of Design Guidelines

Task Four: Design Work Session with Stakeholders

Task Five: Preparation of the Regulatory Document

Task Six: Final Stakeholder Work Session and Presentation

Task Seven: Town Implementation Process and Presentations

The proposed timeframe to complete this scope of work is 4-6 months. Swaback Partners will coordinate with staff on a detailed schedule and timeline that takes into consideration the Planning Department's staff capacity. Throughout the update process, Swaback Partners will engage Town Council, staff, members of the Economic Development Commission, members of the Planning & Zoning Commission, and Town Center property owners.

Town Center Drainage and Cost Analysis

As outlined in their proposal to the Town, Swaback Partners and Dibble Engineering will conduct a Drainage Hydrology Report determining the flow and routing through the Queen Creek Town Center Study area, ROW Cost and development grading and drainage concepts. Key tasks will include:

Task One: Data Collection

Task Two: GIS Mapping

Task Three: Determine Flow Paths

Task Four: Determine offsite flow coming into study area

Task Five: Develop sub-basin areas

Task Six: Prepare Hydrology Calculations

Task Seven: Prepare Report

Task Eight: Flow 2d Modelling

Task Nine: ROW Cost Analysis

Task Ten: Grading Drainage and Utility Concepts

The proposed timeframe to complete this scope of work is 4 months. This project will be completed concurrently with the Overlay District project. The majority of the work will be performed by Dibble Engineering. Swaback Partners will coordinate with Dibble Engineering on all associated issues relative to features and quality in order to properly project ROW costs and site improvement costs. The costing exercise will be organized in street segments and block areas based on the intent represented in the Vision Plan.

Fiscal Impact:

The total not to exceed amount of \$129,000 includes the Swaback service contract involving Town Center Overlay, and the Town Center Drainage Cost Analysis. These action items have been identified within the Town Center Plan presented in October 2017. Funding is located within the Town Center fund. However, in order to execute the contract with Swaback Partners, a budget adjustment of \$129,000 will be necessary from Contingency in order to authorize the expenditure authority.

Alternatives:

The Council may choose not to approve the contract thus delaying the project.

The Council may choose to direct staff to re-solicit a new request for proposals and enter into a new solicitation process.

The Council may choose to direct staff to refine the scope and/or change the deliverables.

Attachment(s):

- Town Center Core Overlay District and Drainage Analysis Professional Services Contract

TOWN OF QUEEN CREEK
PROFESSIONAL SERVICES CONTRACT

This Contract is made and entered into effective as of the ____ day of January, 2018 (the "Effective Date"), by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and Swaback Partners, PLLC, an Arizona Professional limited liability company ("Consultant"). Town and Consultant may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

RECITALS

The Town wishes to enter into a contract for a Drainage Hydrology Report and a Town Center Core – Overlay District; and

Consultant is qualified to perform the Services; and

The Mayor is authorized and empowered by the Town Code to execute contracts for professional services.

Now therefore, in consideration of the mutual promises and obligations set forth in this Contract the Parties agree as follows:

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

Consultant shall provide the services described in the Scope of Services attached here to as Exhibit B (the "Services"). All work will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for defective, non-complying, improper, negligent or inadequate services rendered pursuant to this Contract.

ARTICLE 2. FEES

1. The amount paid to Consultant under this Contract, including reimbursable expenses, shall not exceed \$129,000.
2. Consultant shall be paid according to the schedule set forth in Exhibit B.
3. Monthly payments may be made to Consultant on the basis of a progress report prepared and submitted by Consultant for the work completed through the last day of the preceding calendar month. The Town reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall include with each invoice delivered to the Town such documentation as the Contract Administrator may require to make its determination of work performed and payment due and any such determination by the Town shall be for the purpose of payment and shall not be deemed an approval of any portion of the Services or a waiver of any of the Town's rights hereunder.

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

ARTICLE 3. TERM OF CONTRACT

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

2. The Consultant shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator.

3. The Services shall be completed as set forth in the schedule included in Exhibit B. In the event the Services cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when s/he determines it is in the best interest of the Town to do so, for such period as the Contract Administrator deems reasonable. A change order extending the time for completion of the Services pursuant to this subparagraph shall not entitle Consultant to additional compensation.

ARTICLE 4. TERMINATION OF CONTRACT

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

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

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

4. Upon receipt of notice of termination, Consultant shall appraise the Services it has completed but has not yet been paid for and shall submit the Services and appraisal to the Contract Administrator for evaluation.

5. The Consultant shall receive as compensation in full for Services performed and approved by the Contract Administrator to the date of such termination, a fee for the percentage of Services actually completed and accepted by the Town. This fee shall be in an amount to be mutually agreed-upon by the Consultant and the Town, based upon the Scope of Work set forth in Exhibit B and the payment schedule set forth in Article 2 of this Contract. If mutual agreement

between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Work and the amount of compensation Consultant is entitled to for such work, and the Contract Administrator's determination in this regard shall be final. The Town shall make such final payment within 60 days after the latest of: (i) Consultant's completion or delivery to the Town of any portion of the Services not terminated; or (ii) Consultant's delivery to the Town of all Work Product and any unused material supplied by the Town, in accordance with Paragraph 3 of Article 4.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

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

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

2. The Consultant may engage such subconsultants or professional associates as Consultant may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subconsultants or professional associates for the performance of any part of the Services specified in Exhibit B shall be subject to the prior written approval of the Town. Employment of such subconsultants or professional associates in order to complete the work set forth in Exhibit B shall not entitle Consultant to additional compensation beyond that set forth in Article 2. The Consultant shall be responsible for and shall warrant all Services including work delegated to such subconsultants or professional associates.

ARTICLE 7. COMPLETENESS AND ACCURACY

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

ARTICLE 8. OWNERSHIP OF DOCUMENTS

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

ARTICLE 9. INDEMNIFICATION

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

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

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

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

ARTICLE 10. INSURANCE

Consultant shall secure and maintain during the life of this Contract, the insurance coverages set forth on Exhibit A.

ARTICLE 11. WARRANTIES

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

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

ARTICLE 12. DISCLOSURES BY CONSULTANT.

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

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

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

ARTICLE 13. CONTRACT ADMINISTRATOR

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

ARTICLE 14. NOTICE

All notices or demands required to be given, pursuant to the terms of this contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set

forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

Town: John Kross, Town Manager
22350 South Ellsworth Road
Queen Creek, Az 85142
Facsimile: (480) 358-3189

With a copy to: Dickinson Wright PLLC
1850 N Central Avenue, Suite 1400
Phoenix, Arizona 85004
Att'n: Scott Holcomb, Esq.
Facsimile: (602) 285-5100

Consultant: Swaback Partner PLLC
7550 East McDonald Drive
Scottsdale, Arizona 85250

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address.

This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is an acceptable means for meeting the requirements of this section.

ARTICLE 15. GENERAL PROVISIONS

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

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

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

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

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

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

G. **TAXES.** Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this contract. The Town shall have no obligation to pay any amount for taxes, of any type, incurred by the Consultant. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. Consultant acknowledges that Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

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

I. **COMPLIANCE WITH LAW.** The Consultant specifically agrees and hereby warrants to the Town that in the performance of the Services, Consultant and anyone acting on Consultant's behalf, including but not limited to Consultant's subconsultants, will comply with all state, federal and local statutes, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this contract.

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

K. **WAIVER.** None of the provisions of this Contract shall be deemed to have been waived by any act or knowledge of any Party or its agent or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

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

M. **COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.**

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

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

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

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

N. **ISRAEL BOYCOTT PROVISION.** *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

O. **CANCELLATION FOR CONFLICT OF INTEREST.** Pursuant to the provisions of A.R.S. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other

party to the contract with respect to the subject matter of the contract.

P. LICENSES. Consultant shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Consultant and the Services.

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

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

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

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

U. PRIORITY OF DOCUMENTS. In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, including but not limited to Scope of Services, the terms of this Contract shall prevail. In the event of a conflict between the terms of any bid document (RFP, RFQ, IFB) and the terms of a response, the terms of the bid document will control.

ARTICLE 16. FUNDS APPROPRIATION

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the Town and the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 14 of this Contract at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

TOWN OF QUEEN CREEK:

Approval of Town Council:

Approval of Contract Administrator:

Gail Barney, Mayor

John Kross, Town Manager

ATTEST:

Jennifer Robinson, Town Clerk

REVIEWED AS TO FORM:

Dickinson Wright PLLC
Town Attorneys

CONSULTANT:

Jeffrey Denzak
Swaback Partners, PLLC

Attachment: • Town Center Core Overlay District and Drainage Analysis Professional Services Contract (Contract with Swaback Partners for

EXHIBIT A

INSURANCE

1. The Consultant shall secure and maintain during the life of this Contract, the insurance coverage set forth in this Exhibit A, which shall include statutory workman's compensation, comprehensive general and automobile liability, Consultant's liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1, 000,000.00) combined single limit. The Consultant's general liability limits shall be no less than one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) policy aggregate naming the Town as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1, 000,000.00).

In other than errors and omissions professional liability, and workman's compensation, the Town shall be named as an additional insured. All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A or better through Lloyd's of London. Should coverage be written on a claims-made basis, the Consultant shall provide, prior to commencement of any work, an initial certificate of insurance evidencing required coverage limits from date of contract execution through date of policy expiration. Subsequently, a certificate of insurance or a renewal quotation accompanied by evidence of premium payment shall be presented a minimum of thirty (30) days prior to date of expiration of current certificate. Such certificate or evidence of continuous coverage shall be provided on a periodic basis for a minimum of two (2) years after completion of contract, and shall contain a certification that the claims period for such insurance is retroactive to the effective date of this Contract. In the event the Consultant fails to provide such certificate of coverage retroactive to the beginning date of this Contract, the Town may, but shall not be required to, purchase insurance, if available, to protect itself against any losses which would have been covered by the errors and omissions policy Consultant is required to maintain under this Article. If the Town elects to purchase the insurance under this provision, Consultant shall be liable to the Town for all costs incurred by the Town for purchasing such insurance.

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

3. Additional Insurance Requirements: The Consultant is primarily responsible for the risk management of its Services under this Contract, including but not limited to

obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. The Consultant shall require any and all subcontractors to maintain insurance as required herein naming Town and Consultant as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Consultant's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Consultant shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Consultant waives all rights of subrogation or similar rights against Town, its council members, agents, representatives, officers, officials, and employees. All insurance policies, except Workers' Compensation required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, Town of Queen Creek, its council members, agents, representatives, officers, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

EXHIBIT B



Vernon D. Swaback FAIA, FAICP
 John E. Sather AIA, AICP
 Jon C. Bernhard AIA
 Michael D. Wetzel AIA
 Jeffrey M. Denzak ASLA, APA

December 21, 2017

UPDATED MEMORANDUM:

From: Jeff Denzak
 To: Jennifer Lindley, Doreen Cott, Brett Burningham
 Date: January 03, 2018

Re: QC Town Center Core- Overlay District Scoping & Fee Breakdown

The following specific scope of services items, identified deliverables and associated fees are based on an overall process that could entail a 4 to 6-month period. Prior to finalizing the contract for Services, Swaback will coordinate with staff to prepare a detailed schedule and timeline that articulated meetings, review periods, completion dates, etc.

Task One: Kick-Off Work Session with Stakeholders:

As the first step in the process, a work session with key stakeholders should be conducted to set the stage for the upcoming development of the Overlay District. The work session should focus on the goals and objectives of the effort, specific components of the process and timeline, the extent of the overlay district and the envisioned final product. The work session should be geared more towards sharing information and noting feedback.

Prior to the work session, the extent of the Overlay District should be confirmed, along with components of the process and any relevant precedents.

T1 Products:

- *Working base map of intended Overlay District extents*
- *Timeline and schedule for the overall effort and planned completion (to Council action)*
- *Goals and Objectives with key Talking Points (the value to the Town, property owners, businesses and private development)*
- *Preparation for and orchestration of a Kick-Off Work Session with Stakeholders/ including key interviews/ meetings with Council members, staff and property owners*
- *Outline of process and planned products*
- *Coordinate with staff and property owners on Prop 207 logistics*

Task Two: Preparation of Development Standards:

Prior to the preparation of design guidelines and the regulatory document, a range of development standards should be prepared in preliminary form that represent the anticipated/ desired and expected physical form associated with the different development blocks within the Overlay District. The Development Standards will likely be different for different areas and different blocks within the core. Considerations for specific built conditions will likely include:

- a. Height (and transition of mass)
- b. Building coverage
- c. Building frontage treatment
- d. Parking requirements
- e. Setbacks (and treatment)
- f. Build-to-lines (and percentages thereof)
- g. Street scape design intent
- h. Landscape strategies
- i. Signage and wayfinding framework

The outcome of this task should include draft regulatory map as well as a series of illustrative exhibits articulating the full range of potential development standards. It is expected that this interactive process will solidify an overall development direction for the Overlay District and be the basis for creating the associated design guidelines.

As part of this task, considerations should be established for options associated with the desired development outcomes (as it compared to existing base zoning and associated requirements/ ie. parking, height, open space, etc.)

T2 Products:

- *Draft Regulatory Plan for the Overlay District (*note: final regulatory plan to be prepared as part of Task Five)*
- *Development standards options*
- *Illustrations, sketches and plan designs representing the desired visual character (built environment)*
- *Streetscape design intent*
- *Landscape strategies*
- *Signage and wayfinding framework*

Task Three: Creation of Design Guidelines

Based on the range of design and development strategies confirmed in Task Two, updated Design Guidelines should be prepared that represent the current Town Center Plan Update 2017 as well as the preliminary development standards data prepared in Task Two above. The guidelines should leverage and value the existing Town Center Design Guidelines with a very particular focus on the new Overlay District. The Design Guidelines should address several key elements including; approval procedures, site development standards, architecture, landscape architecture, lighting, signage and public art.

T3 Products:

- *Draft Design Guidelines (*note: final design guidelines to be prepared as part of Task Five based on comment and input)*

Task Four: Design Work Session with Stakeholders

The Design Work Session will be a follow up to the initial stakeholder kick-off meeting. This should be strategically incorporated to provide an opportunity to receive input and comments on the overall progress with a particular focus on the design direction associated with development regulations. All draft information from Task Two and Task Three will be presented and reviewed. Input, feedback and any necessary refinements will be incorporated into the Regulatory Documents (Task Five), Final Regulatory Plan and Final Design Guidelines.

T4 Products:

- *Preparation for and orchestration of a design work session; presentation of the range of products to date*

Task Five: Preparation of the Regulatory Document

All the information prepared to date will be incorporated into the formal Regulatory Document which will take the form of a zoning document and include critical topics such as; purpose, regulatory plan, land use regulations, site development regulations, block development standards and additional use regulations.

T5 Products:

- *Draft Regulatory Document (* note: final regulatory plan to be completed after input from Task Six below)*

Task Six: Final Stakeholder Work Session and Presentation

A final work session should be conducted with all Stakeholders in order to “formalize” the overall process and associated outcomes. This effort should focus on the structure of the Regulatory Document, how it relates to the design guidelines and development standards and next steps in the overall process.

T6 Products:

- *Prepare for and conduct a final work session with the with key stakeholders to review the overall process, products and final intended deliverable (the Regulatory Document).*

Task Seven: Town Implementation Process and Presentations

Associated effort with Planning Commission/ EDC and Town Council on articulating the overall process, the value and final products in the effort.

T7 Products:

- *Final Development Standards*
- *Final Design Guidelines*
- *Final Regulatory Document*
- *Follow up meetings with Council members*
- *Preparation and participation in Planning Commission/ EDC and Town Council meetings*

Total Projected Labor Cost:**\$79,700.00**

- Assumes reimbursable expenses up to **\$3,000.00**
(this cost includes the printing up to 10 copies of the final document)
- Assumes Town staff integrated throughout the effort
- Assumes Town legal department will support/ assist on the regulatory document.



SWABACK PARTNERS p11c
Architecture • Planning • Interior Design

Vernon D. Swaback FAIA, FAICP

John E. Sather AIA, AICP

Jon C. Bernhard AIA

Michael D. Wetzel AIA

Jeffrey M. Denzak ASLA, APA

September 13, 2017

(Updated December 15, 2017)

Queen Creek Town Center Plan Update

MEMORANDUM Request for Additional Services

Doreen:

We've coordinated with Dibble on the associated costs for the cost analysis as well as the drainage analysis.

The majority of the work would be performed by Dibble and we will coordinate with them on all associated issues relative to features and quality in order to properly project ROW costs and site improvement costs. *The costing exercise will be organized in street segments and block areas based on the intent represented in the Vision Plan.*

Let me know if you want to move ahead on this so we can have critical data back before the Council work session.

Scope and Fee

Drainage Hydrology Report determining the flow and routing through the Queen Creek Town Center Study area, ROW Cost and Pad Development grading and drainage concepts

Tasks:

1. Data Collection:
 - a. Synthesize the Queen Creek/Sanokai Hydraulic Master Plan and any updated plans.
 - b. Use Ocotillo Road Drainage Report
2. GIS Mapping:
 - a. Prepare base
 - b. Obtain contour files
3. Determine Flow Paths
 - a. Determine 10-year path
 - b. Determine 100-year path

4. Determine offsite flow coming into study area
 5. Develop sub-basin areas
 6. Prepare Hydrology Calculations
 7. Prepare Report
Proposed Fee: \$5,700.00
 8. Flow 2d Modelling
Proposed Fee: \$3,600.00
 9. ROW Cost Analysis
Proposed Fee: \$3,800.00
 10. Grading Drainage and Utility Concepts
 - a. 12 Blocks
 - b.Proposed Fee: \$31,000.00
- TOTAL: \$44,100.00**

Reimbursable expenses should be estimated at approximately 5% of the proposed for or \$2,200.00.



Requesting Department

Town Clerk

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: GAIL BARNEY, MAYOR

FROM: JENNIFER ROBINSON, TOWN CLERK GAIL BARNEY

RE: Consideration and possible approval of Council committee assignments for 2018.

DATE: January 17, 2018

Proposed Motion:

Motion to approve the proposed Council committee assignments for 2018.

Discussion:

The Town Council creates committees and appoints the members of such committees. In accordance with the revised Standard Form Bylaws for Town Committees, Board and/or Commissions Council Members may be appointed to these committees. Council Members may also be appointed to represent the Town on regional committees. Appointments are reconsidered each January for the calendar year.

All committees serve in an advisory capacity to the full Town Council. Meeting frequency/time commitment has been included with each committee description.

Council Members were asked to indicate their preference for what committee(s) each would like to serve on. Other criteria considered for appointment included, but was not limited to, individual experience, knowledge of procedures and time commitment. Based on those responses and considering Council Member availability, committee meeting schedules and priorities, the following appointments are recommended for ratification by the Council:

Robin Benning: Budget Committee; CAG (Central Arizona Governments Regional Council); Pinal Partnership; Pinal County Alliance and Sun Corridor MPO.

Jeff Brown: Municipal Arts Commission; Transportation Advisory Committee; East

Valley Partnership Transportation Committee; Pinal County Alliance; League GAHRE Committee; League Transportation, Infrastructure & Public Works Committee.

Jake Hoffman: Budget Committee

Dawn Oliphant: Budget Committee (Chair); Economic Development Commission; League Budget, Finance & Economic Development Committee; League Neighborhoods, Sustainability & Quality of Life Committee.

Emilena Turley: Economic Development Commission; Transportation Advisory Committee; Municipal Arts Commission - Alternate

Julia Wheatley: Parks & Recreation Advisory Committee

Mayor Barney: MAG Regional Council; MAG Economic Development Committee; MAG Executive Committee; Phoenix-Mesa Gateway Airport Board of Directors; Maricopa/Northern Pinal Gateway Alliance; Arizona Tax Commission; Queen Creek Public Safety Retirement Board; East Valley Partnership Board of Directors

Fiscal Impact:

N/A

Alternatives:

The Council could choose to delay approval of these appointments.

Attachment(s):



Requesting Department

Economic Development

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR

RE: Consideration and possible approval of the reappointment of Cindy Barnes; Perry Berry; Richard Graham; Courtney Kleinebreil; Warde Nichols; Shane Randall; Bill Smith and Grant Tayrien to the Economic Development Commission.

DATE: January 17, 2018

Recommendation: It is the Mayor's recommendation to reappoint the members (as listed below) to the Economic Development Commission.

Proposed Motion: Move to reappoint Cindy Barnes, Perry Berry, Richard Graham, Courtney Kleinebreil, Warde Nichols, Shane Randall, Bill Smith and Grant Tayrien to two year terms beginning on January 18, 2018 to the Economic Development Commission.

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

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

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

Liaison Member (non-voting)

Planning & Zoning Commission Member

Queen Creek's Board Representative from the Greater Phoenix
Economic Council

Council Member Oliphant and Council Member Hoffman currently serve as the Town Council Ex-Officio Members (non-voting).

Cindy Barnes, Perry Berry and Warde Nichols will continue serving as a voting members and designated seats from Chandler-Gilbert Community College, the Queen Creek Unified School District and Arizona State University.

Richard Graham, Courtney Kleinebreil, Bill Smith and Grant Tayrien will continue serving as at-large voting members.

Staff recommends the reappointment of all of the individuals based on their interest in serving the community and their commitment to furthering the economic development initiatives of Queen Creek. If approved, the Commission will have 14 voting members.

Fiscal Impact: There is no fiscal impact associated with making appointments to the Economic Development Commission.

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

Attachment(s):

- Notice of Interest forms for the recommended reappointments
- Copy of the bylaws for the Economic Development Commission

Submitter DB ID 16612
IP Address
Submission Recorded On 12/31/2017 11:19 a.m.
Time to Take the Survey

Received
JAN 01 2018
Town of Queen Creek

Page 1

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

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

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

[PDF version of this form]

1. Date

12/31/2017

2. Name

First Cindy

Middle Not answered

Last Barnes

3. Home Address

24607 S. 213th Way

4. Mailing Address (if different than home address)

Not answered

5. Occupation

College Administration & Local Farmer

6. Phone

Home Phone (480) 234-4935

Work Phone (480) 234-4935

Best time to call (a.m. or p.m.) Not answered

Fax number (480) 234-4935

7. Email Address

barnes.cindylou@gmail.com

8. How long have you been a resident of Queen Creek?

12 years but our family has owned land since 1939 and I am 4th generation farmer of QC.

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

9. Are you a registered voter?

Yes

10. Do you live within the Town's incorporated limits?

Yes

11. Have you participated in the Queen Creek Citizen Leadership Institute?

Yes

12. If yes, did you graduate?

Yes

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

Economic Development and helped with arts study recently this summer with Chris A.

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

Board of Adjustment Not answered

Economic Development Commission 1

Parks and Recreation Advisory Board Not answered

Planning and Zoning Commission Not answered

Transportation Advisory Committee 2

Other Not answered

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

I would like to continue to serve on the economic development committee. I feel that because of my professional background and civic background I add a lot to this committee. I am able to represent a major higher education institution that provides workforce and university transfers from this community. Also being involved in this community for so many years, I bring a sense of history that is needed on this committee in order to help preserve the uniqueness of the town.

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

I have 14 years of service from the Town of Gilbert where I helped serve on the parks board for two years, began the masterplan for trails, served on two masterplan designs for the Town. Am a native East valley community member. My father spent his life farming in QC and was always involved in the Town. This knowledge is valuable as I understand the strong openness, farm, parks community that Queen Creek has plus understand why we have the limitations of the land lock, limited access to the freeways, etc.

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

Queen Creek School Foundation last six years.

Gilbert Youth Soccer Association last 25 years

Town of Gilbert Parks Board for 14 years when lived in Gilbert.

East Valley Positive Path board last six years.

Gilbert Chamber board last three years.

City of Chandler Chamber of Commerce public policy committee last four years.

18. Are you available for evening meetings?

Yes

19. Are you available for morning meetings?

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

Yes

20. Are you available for lunch meetings?

Yes

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

Not answered

22. Resume

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

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

23. Signature

Cindy Barnes

This question is marked as sensitive.

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

Submitter DB ID 16622
IP Address 65.118.209.110
Submission Recorded On 01/03/2018 8:29 a.m.
Time to Take the Survey 17 minutes, 47 secs.

Received

JAN 04 2018

Town of Queen Creek

Page 1

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

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

[PDF version of this form]

1. Date

01/03/2018

2. Name

First Perry

Middle J

Last Berry

3. Home Address

20135 E. Camina Buena Vista

4. Mailing Address (if different than home address)

Not answered

5. Occupation

Superintendent, QCUUSD

6. Phone

Home Phone (928) 660-0688

Work Phone (480) 987-7463

Best time to call (a.m. or p.m.) Not answered

Fax number Not answered

7. Email Address

pberry@qcusd.org

8. How long have you been a resident of Queen Creek?

3 years

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

9. Are you a registered voter?

Yes

10. Do you live within the Town's incorporated limits?

Yes

11. Have you participated in the Queen Creek Citizen Leadership Institute?

No

12. If yes, did you graduate?

No

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

I am currently a member of the EDC and I am actively involved in various other committees such as, but not limited to:

EV Think Tank

EV Partnership

EV Hispanic Chamber of Commerce

Queen Creek Chamber of Commerce

ADE's Committee of Practitioners

ASA

ASBA

NASS

Arizona Business Education Coalition Member

etc

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

Board of Adjustment 5

Economic Development Commission 1

Parks and Recreation Advisory Board 3

Planning and Zoning Commission 2

Transportation Advisory Committee 4

Other Not answered

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

I want to be a positive contributor to the economic development within the Town of QC.

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

B.S. from Univ of LA

M.A. from Adams State College (Organizational Management)

Doctorate Degree from Grand Canyon University (Organizational Management)

I have extensive training in curriculum, instruction, PD, organizational culture, climate, and communication.

I dissertation focus was Emotional Intelligence.

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

Played professional baseball for the Houston Astros

Played D1 baseball at the Univ of LA

Title I and Federal Programs Manager for two district

Served as a member and team lead for ADE's Solutions Team (working with struggling districts)

Fellowship within International Center for Leadership in Education (ICLE's) leadership development program

Finalist for NASS Superintendent of the Year 2016-17

18. Are you available for evening meetings?

No

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

Yes

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

Not answered

22. Resume

[DOC PB's Resume.pdf](#)

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

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

23. Signature

perry berry

This question is marked as sensitive.

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

PERRY J. BERRY

38 □ Email: perry@pseud.us

Position

seeking a position in a leadership position to enhance and improve the educational goals

- ❖ Extremely motivated and organized individual
- ❖ Educational Leader – promotes academic success
- ❖ Supervise all curriculum, instruction, professional development
- ❖ Vast knowledge in Curriculum Development
- ❖ Vast knowledge of AVID, (AVID District Director)
- ❖ Supervise various grants within PUSD
- ❖ Title I and Federal Programs Manager for PUSD
- ❖ Hands on Experience with NCLB and ALEAT (site & district level)
- ❖ Member of ADE's Committee Of Practitioners (COP)
- ❖ Education Leadership Institute Training 2004-2005 (Bill Dagget)
- ❖ Extensive Training in Differentiated Instruction
- ❖ Experienced in Performance Based Assessment
- ❖ School Improvement Facilitator – ADE's Solutions Team
- ❖ Facilitator of Counseling Efforts
- ❖ Strong Work Ethic and Dedicated Individual
- ❖ Responsible, Decisive, Outgoing, and Eager to Learn
- ❖ Mentor to Administrators, Staff, and friends
- ❖ Natural Leader - Husband, Father, Principal, Professional Athlete

Education

Grand Canyon University, Phoenix, Arizona ❖ Doctorate in Organization Leadership	February 2013	GPA 3.8
University of Phoenix, Phoenix, Arizona ❖ School Finance, School Personnel ❖ Superintendent Internship	August 2011	GPA 4.0
Coconino Community College, Page, Arizona ❖ US and Arizona Constitution	May 2001	GPA 4.0
Adams State College, Alamosa, Colorado ❖ Masters in Secondary Education, and Principal Licensure	August 2000	GPA 3.75
University of Louisiana, Lafayette, Louisiana ❖ Bachelor of Science > Major: Health and Physical Education Minor: English	May	
Oral Roberts University ❖ Health and Physical Education undergraduate work		

Certifications

- ❖ Superintendent Certificate
 - Arizona
 Fall 2011
- ❖ Principal Certificate
 - Arizona
 - Colorado
 Fall 2000
- ❖ Certified Teacher
 - Health and Physical Education
 - English for elementary and secondary schools

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

district PBIS initiative, and district wide AVID programs.

DOLORES SCHOOL DISTRICT — DOLORES, CO

- ❖ Language Arts, grades 6-7
 - ❖ Math, grade 7
 - ❖ Coach – Football, Basketball, Baseball
- 1997 - 2000

TEURLINGS HIGH SCHOOL — LAFAYETTE, LA

- ❖ Physical Education, grades 9-12
 - ❖ Social Studies, grades 9-12
 - ❖ Coach – Football, Baseball
- 1996 - 1997

NIELSON'S CONSTRUCTION COMPANY, CORTEZ CO

- ❖ Operator
- Summers of 1997-1999

HOUSTON ASTROS, HOUSTON TX

- ❖ Professional Baseball Player
- 1990-1996

Professional Committees/Boards

- ❖ ADE Solution Team Leader
- ❖ Chosen to participate in Bill Dagget's Leadership Institute
- ❖ Member of ADE's Committee of Practitioners
- ❖ Leadership Staff Church
- ❖ Educational Enrichment Foundation

Awards

- ❖ Dean's List – Grand Canyon University and Adams State College
- ❖ Dean's List – Adam State College
- ❖ Selected as a Member of the ADE's Solution Team to consult with underperforming school
- ❖ Selected as a participant in Bill Daggett's Leadership Institute
- ❖ Presenter at National Dropout Conference
- ❖ Presenter at National Counseling Conference
- ❖ Page Middle School – ADE Spotlight on Success
- ❖ Baseball Scholarships: Oral Roberts University and Univ of LA
- ❖ Rowe Memorial "Fighting Heart Award"
- ❖ College Awards: All Conference in Baseball, American South
- ❖ All Louisiana Collegiate Baseball Team by Louisiana Sportswriters
- ❖ Drafted by California Angels Baseball Organization, June 1987
- ❖ Drafted by Houston Astros Baseball Organization, June 1990
- ❖ Most Inspirational Player Award, Osceola Astros, July 1993

Interests

- ❖ Spending time with my family
- ❖ Outdoor enthusiast – skiing, horseback riding, ranching, hiking
- ❖ Hunting and Fishing
- ❖ Watching and Coaching my children's athletic teams

Received

DEC 12 2017

Town of Queen Creek

Submitter DB ID

IP Address

Submission Recorded On 12/12/2017 10:24 a.m.

Time to Take the Survey

Page 1

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

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

[PDF version of this form]

1. Date

12/12/2017

2. Name

First Richard

Middle A.

Last Graham

3. Home Address

620 N. Greenfield Rd., Gilbert, AZ 85234

4. Mailing Address (if different than home address)

Not answered

5. Occupation

Business Development Analyst

6. Phone

Home Phone (480) 813-9424

Work Phone (480) 988-7535

Best time to call (a.m. or p.m.) 7:00 a.m. to 4:30 p.m.

Fax number Not answered

7. Email Address

rgraham@gatewayairport.com

8. How long have you been a resident of Queen Creek?

0

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

9. Are you a registered voter?

Yes

10. Do you live within the Town's incorporated limits?

No

11. Have you participated in the Queen Creek Citizen Leadership Institute?

No

12. If yes, did you graduate?

No

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

Economic Development Commission

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

Board of Adjustment Not answered

Economic Development Commission X

Parks and Recreation Advisory Board Not answered

Planning and Zoning Commission Not answered

Transportation Advisory Committee Not answered

Other Not answered

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

Have served the past two years as a representative from Phoenix-Mesa Gateway Airport. It is exciting being part of the growth process for Queen Creek

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

Currently employed at Phoenix-Mesa Gateway Airport in the Business Development department.

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

Not answered

18. Are you available for evening meetings?

Yes

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

Yes

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

Friday

22. Resume

I hereby acknowledge that all information provided on this application is subject to disclosure pursuant to the Arizona Public Records Law. I understand that members of boards, commissions, committees and task forces are subject to disclosure of

conflicts of interest. I certify that the information contained herein is true and accurate to the best of my knowledge.

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

23. Signature

Richard A. Graham

This question is marked as sensitive.

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

Submitter DB ID

IP Address

Submission Recorded On 12/12/2017 2:56 p.m.

Time to Take the Survey

Received

DEC 12 2017

Town of Queen Creek

Page 1

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

[PDF version of this form]

1. Date

12/12/2017

2. Name

First Courtney
Middle Beth
Last Kleinebreil

3. Home Address

22895 S 204th St, Queen Creek, AZ 85142

4. Mailing Address (if different than home address)

Not answered

5. Occupation

Vice President of Programs, Child Crisis AZ

6. Phone

Home Phone (480) 341-4379

Work Phone (480) 341-4379

Best time to call (a.m. or p.m.) Not answered

Fax number (480) 341-4379

7. Email Address

cbklein12@hotmail.com

8. How long have you been a resident of Queen Creek?

10 years

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

9. Are you a registered voter?

Yes

10. Do you live within the Town's incorporated limits?

Yes

11. Have you participated in the Queen Creek Citizen Leadership Institute?

Yes

12. If yes, did you graduate?

Yes

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

Economic Commissions 2016-2017

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

Board of Adjustment Not answered

Economic Development Commission 1

Parks and Recreation Advisory Board Not answered

Planning and Zoning Commission 2

Transportation Advisory Committee 3

Other Not answered

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

I would like to continue on the economic commission and willing to serve on other committees if needed.

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

I have been a town resident for 10+ years, have worked in social services for 20 years.

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

Girl Scout Troop Leader (2011-2014)

Queen Creek Economic Commission (2017-present)

National Council of Behavioral Health

18. Are you available for evening meetings?

Yes

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

No

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

Not answered

22. Resume[Courtney Kleinebreil Resume 2017.doc](#)

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

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

23. Signature

Courtney Kleinebreil

This question is marked as sensitive.

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

Submitter DB ID 16617
 IP Address
 Submission Recorded On 01/02/2018 9:57 a.m.
 Time to Take the Survey

Received

JAN 01 2018

Town of Queen Creek

Page 1

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

[\[PDF version of this form\]](#)

1. Date

01/02/2018

2. Name

First Warde

Middle Not answered

Last Nichols

3. Home Address

16018 E Twin Acres Dr

4. Mailing Address (if different than home address)

6027 S Sagewood St Mesa, AZ 85212

5. Occupation

Executive Director(Office of Government and community engagement) ASU

6. Phone

Home Phone (480) 389-8946

Work Phone (480) 727-1140

Best time to call (a.m. or p.m.) Not answered

Fax number Not answered

7. Email Address

warde.nichols@asu.edu

8. How long have you been a resident of Queen Creek?

In the area for 48 years

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

9. Are you a registered voter?

Yes

10. Do you live within the Town's incorporated limits?

No

11. Have you participated in the Queen Creek Citizen Leadership Institute?

No

12. If yes, did you graduate?

No

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

I chair the Queen Creek Chamber Board, and my term just expired on the Economic Development Commission for Queen Creek. I also serve on many other business related boards in the East Valley.

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

- Board of Adjustment 5
- Economic Development Commission 1
- Parks and Recreation Advisory Board 4
- Planning and Zoning Commission 2
- Transportation Advisory Committee 3
- Other Not answered

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

I have grown up in this area and have seen the changes for good and bad as growth continues to come and would like to help where I can.

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

Not answered

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

Not answered

18. Are you available for evening meetings?

No

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

Yes

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

Wednesday

22. Resume

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

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

23. Signature

Warde V Nichols

This question is marked as sensitive.

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

Submitter DB ID

IP Address

Submission Recorded On 12/13/2017 10:45 a.m.

Time to Take the Survey

Received

DEC 13 2017

Town of Queen Creek

Page 1

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

[PDF version of this form]

1. Date

12/13/2017

2. Name

First Shane

Middle I.

Last Randall

3. Home Address

19735 E. Sonoqui Blvd. Queen Creek, AZ 85142

4. Mailing Address (if different than home address)

Not answered

5. Occupation

Banker/Commercial Loan Officer

6. Phone

Home Phone (480) 279-1780

Work Phone (480) 477-3403

Best time to call (a.m. or p.m.) Any

Fax number Not answered

7. Email Address

shane.randall@westernbanks.com

8. How long have you been a resident of Queen Creek?

12-years

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

9. Are you a registered voter?

Yes

10. Do you live within the Town's incorporated limits?

Yes

11. Have you participated in the Queen Creek Citizen Leadership Institute?

No

12. If yes, did you graduate?

No

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

Town Center Committee for Town of Queen Creek

Economic Development Committee fro Town of Queen Creek

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

Board of Adjustment Not answered

Economic Development Commission Yes

Parks and Recreation Advisory Board Not answered

Planning and Zoning Commission Not answered

Transportation Advisory Committee Not answered

Other Not answered

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

I have served on this committee for the past several years and prior to that on the Town Center Committee. I have enjoyed serving my community and look forward to doing so in the future.

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

25 + years of financial services experiences and economic development within the private sector.

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

BSA

Town Center Committee

Economic Development

18. Are you available for evening meetings?

Yes

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

Yes

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

Not answered

22. Resume

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

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

23. Signature

Shane Randall

This question is marked as sensitive.

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

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22350 S. Ellsworth Road
Queen Creek, AZ 85142
Fax: [480-358-3001](tel:480-358-3001)

[\[PDF version of this form\]](#)

1. Date	12/21/2017	
2. Name	First	Bill
	Middle	J
	Last	Smith
3. Home Address	19952 E Sunset Drive, Queen Creek ,AZ, 85142	
4. Mailing Address (if different than home address)	Not answered	
5. Occupation	Engineer	
6. Phone	Home Phone	(480) 345-6555
	Work Phone	(480) 226-9947
	Best time to call (a.m. or p.m.)	pm
	Fax number	Not answered
7. Email Address	Bill.smith@bannerhealth.com	
8. How long have you been a resident of Queen Creek?	15 years	

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

9. Are you a registered voter?

(o) Yes

10. Do you live within the Town's incorporated limits?

(o) Yes

11. Have you participated in the Queen Creek Citizen Leadership Institute?

(o) Yes

12. If yes, did you graduate?

(o) Yes

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

EDC

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

- Board of Adjustment** Not answered
- Economic Development Commission** 1
- Parks and Recreation Advisory Board** 3
- Planning and Zoning Commission** 2
- Transportation Advisory Committee** Not answered
- Other** Not answered

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

I have lived in the town since 2002 and have watched the growth and development of both Gilbert and Chandler. Having the right approach and skill sets surrounding the town can benefit greatly in its long term development. do we want to Old Ellsworth to be like main street in Mesa or Gilbert road in Gilbert.

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

I have ah BS in construction management from ASU and have been involved with land development and construction for over 25 years. I am currently employed by Banner Health and serve as their Sr. Executive of development and construction. I am involved with all construction and land development that Banner participates in.

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

Vice chair of the QC EDC.

18. Are you available for evening meetings?

(o) Yes

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

No

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

Monday

Tuesday

Wednesday

Thursday

Friday

22. [S] Resume

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

23. Signature

Bill Smith

Submitter DB ID

IP Address

Submission Recorded On 12/12/2017 10:06 a.m.

Time to Take the Survey

Received

DEC 12 2017

Town of Queen Creek

Page 1

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

[PDF version of this form]

1. Date

12/12/2017

2. Name

First Grant

Middle Allen

Last Tayrien

3. Home Address

20427 E. Colt Drive

4. Mailing Address (if different than home address)

Not answered

5. Occupation

Real Estate Development

6. Phone

Home Phone (480) 327-7618

Work Phone (480) 965-9080

Best time to call (a.m. or p.m.) a.m.

Fax number Not answered

7. Email Address

gatayrien@gmail.com

8. How long have you been a resident of Queen Creek?

15 Years

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

9. Are you a registered voter?

Yes

10. Do you live within the Town's incorporated limits?

Yes

11. Have you participated in the Queen Creek Citizen Leadership Institute?

No

12. If yes, did you graduate?

No

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

Completed Mesa Leadership Training Institute. Past Chairman of the Mesa Housing and Human Services Advisory Board. Current Member of the Queen Creek Economic Development Commission, Past President of Will Rogers Equestrian Ranch Homeowner's Board.

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

Board of Adjustment Not answered

Economic Development Commission 1

Parks and Recreation Advisory Board Not answered

Planning and Zoning Commission Not answered

Transportation Advisory Committee Not answered

Other Not answered

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

Enjoy having input on what is happening in my community and getting to know others who serve in the community.

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

Currently Director of Real Estate Development for ASU. Real Estate Development and Management expertise.

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

Mesa Baseline Rotary Club, Ahwatukee Toastmasters.

18. Are you available for evening meetings?

Yes

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

Yes

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

Not answered

22. Resume

[Tayrien Resume 2017.pdf](#)

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

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23. Signature

Grant Allen Tayrien

This question is marked as sensitive.

Attachment: • Notice of Interest forms for the recommended reappointments (EDC reappointment)

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

ARTICLE 1

NAME

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

ARTICLE 2

OFFICES

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

ARTICLE 3

PURPOSES

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

ARTICLE 4

COMMISSION ORGANIZATION

Section 4-1 Membership

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4-2 Voting powers

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

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

Section 4-3 Appointment

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

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

Section 4-4 Term

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

Section 4-5 Vacancies

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

Section 4-6 Removal of Members

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

Section 4-7 Powers, Duties, and Responsibilities

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

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

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

Section 4-8 Officers

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

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

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

Section 4-9 Meetings

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

Attachment: • Copy of the bylaws for the Economic Development Commission (EDC reappointment)

- B. Special Meetings - Special meetings of the Commission may be called by, or at, the request of the Chair or Director of Economic Development at a time and place they may designate.
- C. Notice of Meetings - Written notice of all meetings to Commission members shall be delivered by mail or in person at least 24 hours before the date of the meeting; except that where required by an actual emergency, members may be notified by telephone by the Secretary. Written notice may also be given by e-mail or other electronic means, consistent with the requirements of the open meeting law.
- D. Quorum - A majority of the voting members of the Commission shall constitute a quorum for transacting business at any regular or special meeting. No action shall be taken at any regular or special meeting in the absence of a quorum, except to adjourn the meeting to a subsequent date. In the event a quorum is not present for a meeting, the Commission is prohibited from discussing any items from the agenda and the meeting shall be rescheduled. In the event a quorum is present at the beginning of a meeting and is not maintained throughout the meeting, no discussion may be taken until the quorum is regained. If a quorum cannot be regained, the meeting shall end.
- E. Agenda - An agenda shall be prepared by the Secretary for each regular and/or special meeting of the Commission. The agenda shall include the various matters of business as scheduled for consideration by the Commission.
- F. Order of Business. The Chair shall call the Commission to order and the Secretary shall record the members present or absent. The Chair may call each matter of business in order filed.
- G. Voting
- 1) By majority vote, the Commission may defer action on any matter when it concludes that additional time for further study or input is necessary.
 - 2) A majority vote of those Commission members present and voting shall be required to take official action including, but not limited to, the adopting of policy or submitting recommendations. When a motion in favor of any matter fails to receive an affirmative majority vote, i.e., a tie vote, it shall be entered into the minutes as a vote to deny the matter being considered. In the event that there is no motion, or the motion dies for lack of a second, it shall be entered into the minutes as a denial of the matter being considered. Nothing herein shall prevent any member from making a subsequent motion on any matter where a prior motion is not approved by a majority vote of members present.
 - 3) Commission members shall disqualify themselves and abstain from voting whenever they may have a conflict of interest in the item under consideration, as described and provided by A.R.S. § 38-501 to 38-511.
 - 4) Each member attending shall be entitled to one vote, exclusive of the Ex-Officio and Liaison Commission members. The minutes of the proceedings shall indicate the vote of the Commission on every matter acted upon, and shall indicate any absence or failure to vote. No member shall be excused from voting except on matters involving the consideration of their own official conduct, or such matters involving conflicts of interest.
 - 5) A motion to adopt or approve staff recommendations or simply to approve the action under consideration shall, unless otherwise particularly specified, be deemed to include adoption of all proposed findings and execution of all actions recommended in the staff report on file in the matter.
- H. Recommendation to Town Council - The Commission shall forward a recommendation to Town Council of its findings and/or actions in writing with respect to the merits of the item under consideration within 30 days of the conclusion of the Commission meeting.

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

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

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

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

Section 4-10 Opinions

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

ARTICLE 5

OFFICIAL RECORDS

Section 5-1 Retention of Files

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

Section 5-2 Recordings of Meetings

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

ARTICLE 6

MISCELLANEOUS

Section 6-1 Amending Bylaws

Approval of the bylaws and a change in the bylaws shall require a concurring vote of three-fourths of the number of eligible voting members. These bylaws may be amended by a three fourths (¾) majority vote at any meeting of the Commission provided that notice of said proposed amendment(s) is given to each member in writing at least five (5) calendar days prior to said meeting and a copy of the proposed amendment sent with the notice. Such amendment(s) shall be subject to ratification by the Town Council and, if so approved, shall become effective at the next regular meeting of the Commission after ratification.

Attachment: • Copy of the bylaws for the Economic Development Commission (EDC reappointment)

Section 6-2 Conflict of Interest

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

Section 6-3 Requests for Special Reports

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

Section 6-4 Remuneration

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

Section 6-5 Interpretation and Conflict

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

PHOENIX 53749-1 174350v2

Attachment: • Copy of the bylaws for the Economic Development Commission (EDC reappointment)



Requesting Department

Town Manager

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: TRACY CORMAN, ASSISTANT TO THE TOWN MANAGER

RE: Consideration and possible approval of an intergovernmental agreement with Maricopa County to provide a part-time civil traffic court in Town facilities.

DATE: January 17, 2018

Staff Recommendation:

Staff recommends approval of an intergovernmental agreement with Maricopa County to provide a part-time civil traffic court in Town facilities.

Goals:



Safe community

Proposed Motion:

Move to approve an intergovernmental agreement with Maricopa County to provide a part-time civil traffic court in Town facilities.

Discussion:

The proposed intergovernmental agreement (IGA) would allow Maricopa County to conduct a part time civil traffic court in the Community Chambers one day a month. Judge Goodman from San Tan Justice Court and his staff will use one of the overflow areas in the Community Chambers to hold civil traffic court on one Thursday per month between the hours of 9 a.m. - Noon. Only cases from District 6 would be heard, and Maricopa County would provide any additional equipment needed beyond what is already available in the space. Maricopa County has also offered to purchase a mobile partition to be used to block access to the rest of the Community Chambers during the court hours. There will not be any payments processed on site during the part time court, all payments can be made online or over the phone.

Bringing all District 6 civil traffic cases to a part-time court in Queen Creek will provide a closer location for Town residents attending court. Holding a part-time court in Queen Creek will also result in a small amount of savings for travel time for our deputies. Because deputies travel to court outside of their normal shifts, their travel time is measured from their homes. It is estimated that holding court in Queen Creek results in approximately four hours of travel time savings per month. This number of hours is relatively small because the majority of traffic citations are resolved through traffic school attendance, or by paying the fines and do not end up being contested in court. For example, there have been 19 subpoenas for deputies to attend court between September - December 2017, while there have been 1,169 traffic citations/violations issued during that same period.

If the number of cases begins to exceed the time allotted for the part-time court, and Maricopa County requests to use Town facilities for additional hours, the agreement will need to be reconsidered with an analysis of the costs and benefits to the Town as well as the availability of the Town facilities. Any changes would be brought back to the Town Council for consideration and approval.

Fiscal Impact:

The fiscal impact is minimal. The travel time savings for District 6 deputies is estimated to be approximately \$250 in overtime salary. This is based on the number of trips to court over the last quarter. By having court during normal Town business hours, any additional expenses for custodial support of the facility for this use is minor.

Alternatives:

1. The Council may decide not to take any action at this time.
2. The Council may direct staff to develop a fee schedule for charging Maricopa County for the use of the Community Chambers. Staff would need to renegotiate the intergovernmental agreement with the County to include these fees, and bring a revised agreement back to a future council meeting.

Attachment(s):

1. Maricopa County Civil Traffic Court IGA

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
MARICOPA COUNTY AND THE TOWN OF QUEEN CREEK
REGARDING THE OPERATION OF THE JUSTICE COURT
AND MUNICIPAL COURT LOCATED IN QUEEN CREEK**

This Intergovernmental Agreement is made and entered into this ____ day of _____, 2018 (the “Effective Date”), by and between MARICOPA COUNTY, a political subdivision of Arizona, hereinafter referred to as “Maricopa County”, and the TOWN OF QUEEN CREEK, a municipal corporation of the State of Arizona, hereinafter referred to as “Queen Creek” for the purpose of providing municipal court services and prosecution to Queen Creek, pursuant to A.R.S. § 11-952 and the general powers and authority granted by the laws and Constitution of the State of Arizona. This agreement replaces the Intergovernmental Agreement between the TOWN OF GILBERT and Queen Creek entered into on the 17 day of November, 1998.

The Maricopa County Superior Court presiding judge is required to approve this agreement, in accordance with A.R.S. § 11-952.

RECITALS

WHEREAS, Maricopa County, Arizona is a general law county, and operates county courts as part of its general area of jurisdiction and responsibility as empowered by A.R.S. § 22-401 et seq.; and

WHEREAS, the Town of Queen Creek, Arizona, is a general law town, and wishes to avail itself of the services of the Maricopa County Justice Court Administration to provide the judicial and administrative function of the court for Queen Creek as is empowered by A.R.S. § 22-401 et seq.; and

WHEREAS, Queen Creek possesses facilities, as further defined herein, that Queen Creek desires to make available for the provision of municipal court services for matters arising under the Queen Creek Municipal Code and related codes.

NOW THEREFORE in consideration of the mutual assurances and agreements contained herein it is agreed as follows:

GENERAL PROVISIONS

1. Queen Creek hereby designates The Maricopa County Justice Court and Maricopa County Superior Court Presiding Judge as the court of jurisdiction for violations arising from the enforcement of the Queen Creek Municipal Code and related codes authorized by Queen Creek officials and wishes to combine the operation of the courts to the full extent permitted by law.
2. Maricopa County shall provide all of the personnel including prosecutors, public defenders and jail costs as required in connection with offenses that occur within the limits of the Town of Queen Creek.

3. Queen Creek shall provide facilities for the use of Maricopa County pursuant to this Agreement (the “Facilities”). The Facilities shall be located within a portion of the Queen Creek Community Chambers, as more particularly depicted in Exhibit “A”. In addition to the Facilities, Maricopa County shall be permitted use of certain personal property belonging to Queen Creek, including chairs and monitors, as more particularly defined in Exhibit “B” (the “Personal Property”). Except for the Personal Property, Maricopa County agrees that it will provide any other property necessary for its operations, including but not limited to computers, temporary dividing walls, security wands, and other equipment. The parties agree that all property shall remain the property of the supplying party.
4. After the Effective Date of this Agreement, the Facility and Personal Property shall be provided for Maricopa County’s use on the second Friday of each month between the hours of 9 AM and 12 PM (the “Use Period”). The Use Period shall not be modified except by written agreement between Maricopa County and Queen Creek.
5. Queen Creek may, from time to time, provide to Maricopa County access to areas outside of the Facilities but within the Queen Creek Community Chambers facility. Any such access shall be memorialized in a written amendment to this Agreement, reasonably specify the areas to be accessed and identify the individuals who shall be permitted access thereto.
6. All revenues of any nature, including grants, collected by Maricopa County and attributed to Queen Creek shall be the property of Maricopa County and be considered paid to Maricopa County in and for the services provided herein.
7. Queen Creek will provide liability insurance coverage of at least One Million Dollars (\$1,000,000.00) covering the Facilities and function, and naming Maricopa County as an additional insured for matters originating from Queen Creek. Queen Creek agrees to indemnify and hold Maricopa County harmless from liability in connection with this Agreement and for damages to persons and property employed by Maricopa County in administering the judicial affairs of Queen Creek. Notwithstanding the foregoing to the contrary, such indemnification shall not extend to claims arising from the negligence or misconduct of Maricopa County, its agents or employees. Each party will retain workers compensation coverage to protect their respective employees.
8. If during the term of this Agreement, Queen Creek wishes to use locations other than the Queen Creek Community Chambers for court business, Queen Creek will be responsible for providing insurance coverages on the facility, related property and personnel so as to hold Maricopa County harmless in court matters or court utilization of the facility.
9. Maricopa County will accept jurisdiction on citations from Queen Creek and shall provide court clerk services, case information, fine collection, record keeping, hearings, trials, and related judicial proceedings as required by law in the Maricopa County Court Facility. Maricopa County will provide insurance coverage of at least Two Million

Dollars (\$2,000,000) for damages to persons and property arising from its own negligence or misconduct in the use of the Facilities and the Queen Creek Community Chambers. Maricopa County agrees to indemnify, defend and hold Queen Creek harmless from liability in connection with this Agreement and for damages to persons or property for claims arising from the negligence or misconduct of Maricopa County, its agents and employees.

TERMS AND TERMINATION

This Agreement shall be effective for ten (10) years after approval by the Maricopa County Superior Court Presiding Judge. The approved Agreement shall be recorded in the Official Records of the Maricopa County Recorder. Either party may terminate this Agreement, effective the following fiscal year, upon written notice to the other party on or before April 1 of the current year. Notices and invoices shall be in writing and delivered to:

Justice Court Administration
Maricopa County
222 N. Central, Suite 210
Phoenix, AZ 85004

Town Manager
Town of Queen Creek
22350 S. Ellsworth Road
Queen Creek, AZ 85142

AMENDMENTS AND ASSIGNMENTS

Any amendment to this Agreement must be in writing and executed by the parties to the Agreement and neither party shall at any time assign any rights under this Agreement without the prior written consent of the other, which may be withheld that party's sole and absolute discretion.

UNCONTROLLABLE FORCES

Neither party shall be considered to be in default in the performance of any of the obligations hereunder, other than obligations to either party to pay costs and expenses, if failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require either party to settle any strike of labor dispute in which it may be involved. Either party rendered unable to fulfill an obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

If either party claims its failure to perform was due to an uncontrollable force, that party shall bear the burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by either party.

TIMELINESS

Each of the parties, through their respective counsel, officers and employees, agree to take such action as may be necessary to carry out the terms of this Agreement, and to cause such documents as may be necessary to be executed with reasonable promptness. If any obligation or notice required by this Agreement shall be due on a Friday, Saturday, Sunday or legal holiday, the parties agree that such obligation or notice shall not be due until the next business day that is not a Friday, Saturday, Sunday or legal holiday.

ENTIRE AGREEMENT

This is the entire agreement between the parties with respect to the subject matter hereof, and there are no oral promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof, or in effect between the parties.

SECTION 38-511 COMPLIANCE

As prescribed by Section 38-511, Arizona Revised Statutes, as amended, either party may cancel this Agreement within three years after its execution and without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party is, at any time while the Agreement or any extension thereof is in effect, an employee or agent of either party to the contract in any capacity or a consultant to any other party to the Agreement with respect to the subject of this Agreement. In the event either party elects to exercise its right under A.R.S. § 38-511 as amended, the party agrees to give notice thereof immediately in writing to the other party.

SEVERABILITY

In the event any provision hereof, or any portion of any provision hereof, shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of any provision or any other provision hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

MATERIALITY AND BREACH

Each of the terms in this Agreement is considered material and failure to perform any of them shall constitute a breach of this Agreement. Either party shall have the right to automatically terminate this Agreement if the other party does not, within thirty (30) days of receipt of the written notice thereon, cure any terms in default. Notwithstanding the foregoing to the contrary, if the nature of the breach cannot be cured within said thirty (30) day period, the noticing party shall not have the automatic right to terminate this Agreement if the other party commences the cure within the thirty (30) period and diligently pursues the cure to completion thereafter.

I

N WITNESS WHEREOF the parties hereto have caused these presents to be executed:

MARICOPA COUNTY

TOWN OF QUEEN CREEK

Superior Court Presiding Judge,
Maricopa County

Mayor of the Town of Queen Creek

Chairman, Maricopa County
Board of Supervisors

Attest: Town of Queen Creek Clerk

Attest: Maricopa County
Clerk of the Board

This agreement shall be recorded and filed with the Maricopa County Clerk of the Board Pursuant to A.R.S. 11-952(G).

Approved as to form and within the power and authority granted to the parties by the law of Arizona:

Maricopa County,
Deputy County Attorney
PHOENIX 53749-1 420085v1

Town of Queen Creek Attorney

Attachment: 1. Maricopa County Civil Traffic Court IGA (Maricopa Co. IGA for Part-Time Civil Traffic Court in Town Facilities)



Requesting Department

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: BRUCE GARDNER, ASSISTANT TOWN MANAGER

FROM: BRETT BURNINGHAM, PLANNING ADMINISTRATOR
BRETT BURNINGHAM, PLANNING ADMINISTRATOR

RE: Consideration and approval of a Text Amendment to the Zoning Ordinance and Town Code to include new provisions and procedures for small cell wireless facilities, including rates and fees for use of the public right of way and Town structures. (A continuance to the February 7, 2018 meeting is requested)

DATE: January 17, 2018

Staff Recommendation:

CONTINUE THIS CASE TO THE FEBRUARY 7 COUNCIL MEETING.

Relevant Council Goal(s):



Secure Future

Proposed Motion:

CONTINUE THIS CASE TO THE FEBRUARY 7 COUNCIL MEETING.

Discussion:

During the past Arizona Legislative session (Aug. 2017) a new statute was approved to allow Small Wireless Facilities (SWF) the ability to locate on utility poles in the public right-of-ways. This legislation also included provisions requiring that municipal regulations be in place or implemented within 6 months. The Town is providing this 60-day Notice so that an application and fee system will be in place to accommodate Small Wireless Facility by Feb. 2018. In Jan. 2018 the Town will hold a Public Hearing to finalize the fees and to approve final changes to the Zoning Ordinance.

This proposed Zoning Ordinance Text Amendment amends Section 6 (Wireless Facilities) and Chapter 16 of the Town Code to include new provisions and procedures for small cell wireless facilities, including rates and fees for use of the public right of way and Town structures.

Attachment(s):



Requesting Department

Town Clerk

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: GAIL BARNEY, MAYOR

FROM: JENNIFER ROBINSON, TOWN CLERK GAIL BARNEY

RE: Discussion and possible approval of the appointment of Emilena Turley to serve as Vice Mayor for a term ending January 2019.

DATE: January 17, 2018

Proposed Motion:

Motion to approve Council Member Emilena Turley as the new Vice Mayor for a term ending January 2019.

Discussion:

Consistent with the adopted Council policies and procedures for appointment of the Vice Mayor position, and considering individual experience, knowledge of procedures and time availability and commitment, I am recommending Emilena Turley to serve as Vice Mayor for the next 12-month time period.

I have had the opportunity to discuss this role with Ms. Turley and she has agreed to serve as Vice Mayor, contingent upon ratification by the full Council.

Fiscal Impact:

N/A

Alternatives:

Council could delay the decision or consider appointment of another willing Council Member.

Attachment(s):

Role & Responsibility of Vice Mayor



ROLES & RESPONSIBILITIES OF OFFICE

MAYOR

Qualifications

- Must have resided within the Town limits for one year preceding the election/appointment (or a recently annexed area);
- Must be a qualified elector of the Town at the time of filing nomination papers;
- Must be 18 years of age or over;
- Must not be convicted of a felony, unless civil rights have been restored;
- Must not be a current employee with the Town of Queen Creek.

The Mayor is elected every four years for a four-year term. There are no term limits in Queen Creek, so there is no limit to the number of times an incumbent may run for re-elections.

Duties

- Part-time position under Council/Manager form of government;
- Official head of the Town;
- Presiding officer of all Town Council meetings and various ceremonial occasions in the community;
- Serve as spokesperson for the community;
- Assist the Town Council in setting goals and advocating policy decisions;
- Serve as a promoter of the Queen Creek community;
- Respond to and interacts using a variety forms of community with residents, neighborhoods, neighborhood associations, and the business community;
- Sign all official documents relating to local government;
- Along with the Town Council, appoint Town Manager to act as administrative head of the various Town departments and the employees;
- Make the appointment of members to various advisory committees and commissions with the advice and consent of Town Council members;
- Participate in all activities listed for Council Members and is a voting member of the Town Council.

Time Commitment

The Mayor, as primary spokesperson for the community and head of the Town, is often required to attend numerous regularly scheduled regional meetings. Additionally, there are many other time commitments required throughout the workweek, including some impromptu meetings and appointments. **It is not unusual for the Mayor to spend up to 60 hours per month on Town obligations.**

VICE MAYOR

Qualifications

Appointed by the Queen Creek Mayor and approved by a majority of the Town Council, the Vice Mayor position is appointed once per year. The Vice Mayor must already be a member of the Town Council, which requires:

- Must have resided within the Town limits for one year preceding the election/appointment (or a recently annexed area);
- Must be a qualified elector of the Town at the time of filing nomination papers;
- Must be 18 years of age or over;
- Must not be convicted of a felony, unless civil rights have been restored;
- Must not be a current employee with the Town of Queen Creek.

Duties

- Part-time position under Council/Manager form of government;
- In the Mayor's absence, the Vice Mayor shall serve as the presiding officer of the Town Council meeting and/or at various ceremonial occasions in the community;
- In the Mayor's absence, sign official documents relating to local government;
- Assist the Town Council in setting goals and advocating policy decisions;
- Serve as the direct point of contact between the Queen Creek Town Council and the elected officials of the community's school districts (officially known as School Liaison);
- Serve as a promoter of the Queen Creek community;
- Respond to and interacts using a variety forms of community with residents, neighborhoods, neighborhood associations, and the business community;
- Along with the Town Council, appoint Town Manager to act as administrative head of the various Town departments and the employees;
- Participate in all activities listed for Council members and is a voting member of the Town Council.

Time Commitment

The Vice Mayor serves in a back-up role for the Mayor, and is sometimes needed as spokesperson for the community and standing in as head of the Town. The Vice Mayor, along with the other members of the Town Council represents the Town on various regional and local committees. These committees include, but are not limited to, the East Valley Partnership, Maricopa and Central Arizona Association of Governments, and other affiliated committees and subcommittees. Additionally, there are often other time commitments required throughout the work week, including some impromptu meetings and appointments. **It is not unusual for the Vice Mayor and the Council member position(s) to spend up to 40 hours per month on Town obligations.**

TOWN COUNCIL

Qualifications

- Must have resided within the Town limits for one year preceding the election/ appointment (or a recently annexed area);
- Must be a qualified elector of the Town at the time of filing nomination papers;

- Must be 18 years of age or over;
- Must not be convicted of a felony, unless civil rights have been restored;
- Must not be a current employee with the Town of Queen Creek;
- Town Council members serve staggered four-year terms. There are no term limits in Queen Creek, so there is no limit to the number of times an incumbent may run for reelection.

Duties

- Part-time position under Council/Manager form of government;
- Town Council is the legislative body of the Town and the members adopt the laws and policies for local government;
- Respond to and interacts using a variety forms of community with residents, neighborhoods, neighborhood associations, and the business community;
- Define the powers and duties of appointed officers and employees;
- Adopt a budget to guide expenditures and revenue;
- Appropriate funds to operate Town government;
- Along with the Town Council, appoint Town Manager to act as administrative head of the various Town departments and the employees;
- Affirm the Mayor's appointment of members to various advisory committees and commissions.

Time Commitment

Council members may also serve as back-up role for the Mayor, and are sometimes needed as spokesperson for the community and standing in as head of the Town. Council members represent the Town on various regional and local committees, including, but not limited to, the East Valley Partnership, Maricopa and Central Arizona Association of Governments, Greater Phoenix Economic Council, and other affiliated committees and subcommittees. Additionally, there are often other time commitments required throughout the work week, including some impromptu meetings and appointments. **It is not unusual for the Council member position(s) to spend up to 40 hours per month on Town obligations.**