



## **AMENDED AGENDA**

### **Regular and Possible Executive Session Queen Creek Town Council**

Community Chambers, 20727 E. Civic Parkway

March 21, 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 attorneys to consider the Town's position and instruct its attorneys regarding pending lawsuit - VIP Homes 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 attorney and representatives to consider the Town's position and instruct its representatives regarding a development agreement (Barney Farms/Fulton Homes Development). A.R.S. 38-431.03(A)(3) & (4)
  - C. 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 Town-owned property. A.R.S. 38-431.03(A)(7)
  - 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 regarding the 127-acre multi-use site and a possible public/private partnership for the Queen Creek Sports Complex. A.R.S. 38-431.03(A)(3) & (4)

## Queen Creek Town Council

March 21, 2018

Page 2

- 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)
- F. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives regarding the request for information from the Arizona Corporation Commission and certificate of convenience and necessity issues. A.R.S. 38-431.03(A)(2) & (3)
- G. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives regarding Phoenix Mesa Gateway Airport restricted airspace drone issues. A.R.S. 38-431.03(A)(3)
- H. 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).

- A. Consideration and Possible Approval of Expenditures Over \$25,000. (FY 18 Budgeted Item)
  - 1. L.N. Curtis & Sons - air compressor system: \$60,524 (Fire)
  - 2. Franklin Striping Inc. - pavement marking: \$75,000 (Public Works)
  - 3. Accela - software support: \$55,100 (Workforce & Technology)
  - 4. Thin Client - server upgrade: \$47,710 (Workforce & Technology)
  - 5. Empire Southwest - heavy equipment rental: \$100,000 (Utilities)
  - 6. MISCOWater - well equipment: \$35,000 (Utilities)
  - 7. Rain for Rent - pump rental equipment services: \$50,000 (Utilities)
- B. Consideration and possible approval of FY 17/18 mid-year budget amendments totaling \$42,213,229 in expenditures, of which \$35,720,798 is an overall reduction of expenditure authority needed for capital projects and debt related expenses for FY 17/18; increases to revenues of \$141,356; and decreases to transfers of \$27,685,426.
- C. Consideration and possible approval of an Intergovernmental Agreement with Pinal County for design of Meridian Road from Germann to future State Route 24 estimated at \$1,200,000. (FY18/19 budgeted item)
- D. Consideration and possible approval of a contract amendment and Guaranteed Maximum Price (GMP) to a Construction Manager at Risk (CMAR) Services Contract with Hunter Contracting Company, Inc., Contract 2017-004, in an amount not to exceed \$6,211,324 for the Power Road-Ocotillo Road to Brooks Farms Road (CIP A1403) and Ocotillo Road Sewer Main Sonoqui Wash to Power Road (WW025) and the necessary budget adjustments.
- E. Consideration and possible approval of an on-call project order with Kimley Horn and Associates in an amount not to exceed \$87,785 for engineering services for the design of the Cloud Road Waterline from Rittenhouse to Signal Butte Road (WA190); and necessary budget adjustments.
- F. Consideration and possible approval of a Cooperative Purchase Agreement and Work Order #1 with DBA Construction in an amount not to exceed \$101,846 for pavement maintenance to bridge decking at various locations. (FY17/18 budgeted item).

## Queen Creek Town Council

March 21, 2018

Page 3

- G. Consideration and possible approval of a first amendment to professional services contract with Raftelis Financial Consultants in an amount not to exceed \$17,935 (for a total contract amount of \$66,995) for the completion of a Best Practices Operational Assessment for Utility Meter Reading and Utility Billing Operations and necessary budget adjustments.
- H. Consideration and possible approval of an Intelligent Transportation System upgrade at selected intersections with Econolite in an amount not to exceed \$189,390 and a Cooperative Purchase Agreement and Work Order No. 1 with CS Construction, Inc. in the amount of \$53,000. (FY17/18 budgeted item)
- I. Consideration and possible approval of a Professional Services Contract project order for material testing with Terracon in an amount not to exceed \$46,737 for the quality assurance material testing associated with the Power Road from Ocotillo Rd to Brooks Farm Rd Improvement Project - TOQC Project No. A1403. (FY17/18 budgeted item)
- J. Consideration and possible approval of Resolution 1180-18 of the Mayor and Common Council of the Town of Queen Creek, Arizona declaring that certain right-of-way located within the Town of Queen Creek and described as a portion of Appleby Road right-of-way located adjacent to Assessor's Parcel No. 304-68-003Q, is no longer necessary for public use as a roadway; and vacating said right-of-way abandoned, subject to reservation of a public use easement.
- K. Consideration and possible approval of Resolution 1188-18 and the Development Agreement between the Town and Wadsworth QCS, LLC.
- L. Consideration and possible approval of the Council committee assignment of Council Member Jake Hoffman to the Parks & Recreation Advisory Committee for 2018.
- M. Consideration and possible approval of a purchase agreement with HD Management/Queen Creek Hospitality Group, LLC for development on the Town owned 4.9-acres located on the southwest corner of Rittenhouse and Ellsworth Roads.

**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 discussion agenda item to #15.

- A. Discussion on the 2020 Census.

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

**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

**Queen Creek Town Council**

**March 21, 2018**

**Page 4**

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

A. Public Hearing and possible approval of "Allstate Utility Construction Rezone Ordinance 660-18 (Case P17-0176); a request to rezone 4.84 acres from R1-43 (Rural Estate District) to EMP-A (Employment Type-A) to allow for a utility construction business east of the southeast corner of Germann and Rittenhouse. Roads.

B. Public Hearing and possible approval of a Series 12 Restaurant Liquor License Application (License #1207B306) submitted by Alicia Ramirez on behalf of JA Ranch Inc., for Filiberto's Mexican Food, 21805 S. Ellsworth Rd, Ste A100.

**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 Resolution 1204-18 adopting a Central Arizona Groundwater Replenishment District (CAGR) groundwater credit policy.

B. Discussion and possible action on suspension of the rules under Section VII(I) of the Town Council Policies and Procedures to suspend the rules under Section VII(H) to allow a Motion for Reconsideration of the Town Council's tie vote on March 7, 2018 on the following item, which was pulled from the Consent Agenda for separate discussion and vote at the regularly scheduled Town Council meeting on March 7, 2018: Consideration and possible approval Resolutions 1190-18, 1191-18, 1192-18, 1193-18, 1194-18, 1195-18, 1196-18, 1197-18, 1198-18, 1199-18, 1200-18, 1201-18, 1202-18 and 1203-18 in support and sponsorship of grant applications for funding to support domestic violence homicide legal support services.



**Queen Creek Town Council**

**March 21, 2018**

**Page 5**

- C. Discussion and possible action (1) if a majority of the Council Members present vote to suspend the rules, or (2) if one member who voted on each side of the issue on March 7, 2018 have requested such consideration, then Discussion and possible approval of Resolutions 1190-18, 1191-18, 1192-18, 1193-18, 1194-18, 1195-18, 1196-18, 1197-18, 1198-18, 1199-18, 1200-18, 1201-18, 1202-18 and 1203-18 in support and sponsorship of grant applications for funding to support domestic violence homicide legal support services.

**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 under #7 and were postponed may 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 20th day of March 2018 the Amended Agenda for the March 21, 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

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. (FY 18 Budgeted Item)  
**DATE:** March 21, 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. Air Compressor System
2. Pavement Marking
3. Accela Software Support
4. Server Upgrade
5. Heavy Equipment Rental
6. Well Equipment
7. Pump Rental Equipment Services

**Fiscal Impact:**

The fiscal impact of the requested spending authority for the above expenditures is \$423,334. Funds have been identified within their line item budgets as approved in the FY 2018 budget or subsequently approved by Council.

**Attachment(s):**

Attachment - March 21, 2018

**Attachment: Expenditures \$25,000 and Over**

**Budgeted in Fiscal Year 2017-18  
March 21, 2018**

| Item # | Vendor(s)                      | Description           | Purpose   | Requesting Dept(s) | Fiscal Impact \$ | Procurement Method  | Alternative   |
|--------|--------------------------------|-----------------------|---|--------------------|------------------|---|---|
| 1      | L.N. Curtis & Sons             | Air Compressor System | Spending authority for the purchase of an air compressor system that allows for the refilling of air bottles used as part of the self-contained breathing apparatus (SCBA) firefighters wear while fighting fires. An SCBA protects the respiratory tract from deadly heat and gases. Air bottles need refilled with air after every use whether that be during training evolutions or when the SCBA is used during a fire emergency. Additionally, the Queen Creek Fire and Medical Department is initiating an in-house maintenance program to complete minor repairs to the SCBA equipment and the air compressor system is a key component to enhance this program. SCBA bottles require that an approved/certified compressor system be used to refill bottles for breathing or when compressed air is used during maintenance and repairs. Purchase includes training and warranty. (FY 18 Budgeted Item) | Fire & Medical     | \$60,524         | FireRescue GPO Cooperative Contract                         | Council could opt to not approve this expenditure. If this happens Queen Creek Fire and Medical would continue to request that the Town of Gilbert drive a mobile unit to Queen Creek to refill the bottles; this practice is in place currently but is an inconvenience to our neighboring agency and mobile services do experience scheduling conflicts. Queen Creek would also not be able to perform some of the in-house maintenance and would continue to send the SCBA equipment to an outside vendor for maintenance and repairs. This creates an extended down-time of vital equipment and cost to complete the repairs and maintenance. |
| 2      | Franklin Striping Incorporated | Pavement Marking      | Spending authority for pavement marking removal and replacement related to the Spring 2018 seal coating activities in various neighborhoods (FY 18 Budgeted Item).  | Public Works       | \$75,000         | Town Contract #2016-097 (Maricopa County Contract #14097-S) | Council could choose to not approve this expenditure, and direct staff to specify the use of traffic paint in lieu of thermoplastic markings. However, traffic paint is less visible over time, and needs to be refreshed at least every year. Thermoplastic markings will last 3-5 years.  |

Attachment: Attachment - March 21, 2018 (Expenditures Over \$25,000 - March 21, 2018)

| Item # | Vendor(s)  | Description                                | Purpose   | Requesting Dept(s)     | Fiscal Impact \$ | Procurement Method                              | Alternative   |
|--------|--|--|---|------------------------|------------------|---|---|
| 3      | Accela   | Software Support for Accela Civic Platform | Annual software support and maintenance for licensing specific to the Land Management module of the Accela Civic Platform (FY 18 Budgeted Item).                            | Workforce & Technology | \$55,100         | Town Contract #2014-060                         | Council could choose not to approve the software renewal expenditure. The impact will result in the cancellation of service and discontinue the use of the Accela software.                                     |
| 4      | Thin Client  | VMWare Server Upgrade                      | Upgrade to improve performance and standardize administration by consolidating platforms (FY 18 Budgeted Item).   | Workforce & Technology | \$47,710         | Town Contract #2017-108                         | Council could choose not to approve this upgrade. The impact will result in a less than optimal environment resulting in a less efficient workforce.  |
| 5      | Empire Southwest                                   | Heavy Equipment Rental                     | Contract spending authority for as needed services for heavy equipment rental for various utility construction projects and repairs (FY 18 Budgeted Item).                  | Utilities              | \$100,000        | State of Arizona Contract #ADSPO16-130009       | Council could choose not to approve the expenditure request. However, this would result in the department having to go out to bid for the services and further delay projects.                                  |
| 6      | MISCO  | Well Equipment                             | Contract spending authority for the purchase of two 10" Valve and Actuator packages for the completion of Church Farms West and Villages Well Sites. (FY 18 Budgeted Item). | Utilities              | \$35,000         | City of Goodyear Contract #CON-17-3722          | Council could choose not to approve the expenditure request. However, this would result in the department having to go out to bid for the services and further delaying the completion of these well sites.     |
| 7      | Western Oilfields Supply Company dba Rain for Rent | Pump Rental Equipment Services             | Contract spending authority for the rental of specialized pumping equipment, tanks and above ground piping for Utility projects (FY 18 Budgeted Item).                      | Utilities              | \$50,000         | Town Contract #2017-033 (Pima County MA 15-206) | Council could choose not to approve the expenditure request. However, this would result in the department having to go out to bid for the services and further delaying the completion of Utility CIP Projects. |

Attachment: Attachment - March 21, 2018 (Expenditures Over \$25,000 - March 21, 2018)



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 FY 17/18 mid-year budget amendments totaling \$42,213,229 in expenditures, of which \$35,720,798 is an overall reduction of expenditure authority needed for capital projects and debt related expenses for FY 17/18; increases to revenues of \$141,356; and decreases to transfers of \$27,685,426.

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends approval of the FY17/18 mid-year budget amendments totaling \$42,213,229 in expenditures, of which \$35,720,798 is an overall reduction of expenditure authority needed for capital projects and debt related expenses for FY 17/18; increases to revenues of \$141,356; and decreases to transfers of \$27,685,426.

**Proposed Motion:**

Motion to approve the FY17/18 mid-year budget amendments totaling \$42,213,229 in expenditures, of which \$35,720,798 is an overall reduction of expenditure authority needed for capital projects and debt related expenses for FY 17/18; increases to revenues of \$141,356; and decreases to transfers of \$27,685,426.

**Relevant Council Goal(s):**



Effective Government: KRA Financial Management, Internal Services & Sustainability

**Discussion:**

Receiving Town Council approval of budget amendments on a regular basis is a best practice to address budget to actual variances throughout the year, rather than only at year end. Within the Town Financial Policies are Budget Amendment Policies which require Town Council approval in the following circumstances:

1. Appropriation transfers between Town funds;
2. Budget adjustments to increase Town estimated revenues in order to fund increasing appropriations;
3. Appropriation transfers greater than \$50,000 between capital project accounts; and
4. Appropriation transfers from contingency.

These amendments do not include any amendments already approved by the Town Council as part of another action, such as the award of a contract. These adjustments **do not change the total adopted budget**, but rather reallocate expenditure authority in order to reduce year-end reporting variances.

**Fiscal Impact:**

The amendments are presented for Expenditures, Revenues and Transfers.

**Expenditures:**

The following amendments are needed which reallocate expenditure authority for a total of \$42,213,229, of which \$35,720,798 is an overall *reduction* of expenditure authority needed for capital projects and debt.

Appropriation transfers (expenditure authority reallocation) totaling \$804,755 from operating contingency accounts are presented in the following table:

| Item   | Fund/Department                             | Increase Budget   | Decrease Budget   |
|--|---|-------------------|-------------------|
| Workers Compensation Expenses <sup>(a)</sup>                           | General Fund (all divisions)                | \$ 91,200         |                   |
| Workers Compensation Expenses <sup>(a)</sup>                           | Water Fund (all divisions)                  | 80,600            |                   |
| Workers Compensation Expenses <sup>(a)</sup>                           | Streets Fund                                | 27,620            |                   |
| Workers Compensation Expenses <sup>(a)</sup>                           | EMS Fund (all divisions)                    | 182,390           |                   |
| Financial Analyst Reclassification to FT <sup>(b)</sup>                | Finance Department                          | 21,000            |                   |
| Receptionist Position <sup>(c)</sup>                                   | Customer Service Department<br>(Water Fund) | 32,300            |                   |
| Real Estate & ROW Coordinator <sup>(d)</sup><br>(1/2 yr with benefits) | Water Fund/General Fund/CIP Fund            | 66,750            |                   |
| Streets M&O Technician (Concrete) <sup>(e)</sup>                       | Streets Fund - Streets Maintenance          | 32,500            |                   |
| Vacation Leave Payouts <sup>(f)</sup>                                  | General Fund (all divisions)                | 28,610            |                   |
| Vacation Leave Payouts <sup>(f)</sup>                                  | Water Fund (all divisions)                  | 16,250            |                   |
| Vacation Leave Payouts <sup>(f)</sup>                                  | Streets Fund                                |                   | 2,970             |
| Vacation Leave Payouts <sup>(f)</sup>                                  | EMS Fund (all divisions)                    | 30,275            |                   |
| Vacation Leave Payouts <sup>(f)</sup>                                  | HPEC Fund                                   | 9,060             |                   |
| Overtime in HPEC <sup>(g)</sup>  | HPEC Fund                                   | 15,700            |                   |
| Electricity - Streetlights <sup>(h)</sup>                              | General Fund Utilities                      | 20,000            |                   |
| Traffic Enforcement Outreach <sup>(i)</sup>                            | Communications & Marketing                  | 25,000            |                   |
| Legal Fees <sup>(j)</sup>  | General Fund - Legal Fees                   | 65,000            |                   |
| Replacement Utility Vehicles <sup>(k)</sup>                            | General Fund - Grounds                      | 24,000            |                   |
| Fleet Tools <sup>(l)</sup>   | General Fund - Fleet                        | 20,000            |                   |
| Founders Room Tables/Chairs <sup>(m)</sup>                             | General Fund - Facilities                   | 16,500            |                   |
| General Fund Contingency   | General Fund                                |                   | 448,060           |
| HPEC Contingency   | HPEC Fund                                   |                   | 33,650            |
| EMS Contingency  | EMS Fund                                    |                   | 108,985           |
| Water Operating Contingency  | Water Fund                                  |                   | 211,090           |
|  | <b>Total Budget Reallocations</b>           | <b>\$ 804,755</b> | <b>\$ 804,755</b> |

- a) Workers Compensation Premium Rates have increased the past 3 years to a level now requiring the budget to be amended.
- b) This position was a part-time specialist that was temporarily reclassified to a full-time analyst to assist with the Impact Fee Study.
- c) This was a temporary position that was to have ended 6/30/17 but was extended after the FY 17/18 budget was adopted.
- d) Temporary two year position created mid-year after budget adoption. With the size of 10 Year Infrastructure Improvement Plans, this position is requested to become a permanent position increasing the Town's FTE count by 1.0. Position



is funded 40% by Transportation CIP, 40% by Water CIP, 10% by Development Services and 10% by Economic Development.

- e) To increase efficiency as well as repair turnaround times, smaller concrete replacement jobs were brought in-house utilizing a temporary M&O Technician. This temporary position is requested to become a permanent FTE increase of 1.0.
- f) Per Town Policy, employees are only able to carry over a maximum of 240 hours of vacation leave every calendar year. Any leave in excess of 240 is paid out. As employees' tenure is increasing, more employees are falling into the higher levels of vacation accruals, resulting in more payouts.
- g) Overtime at Horseshoe Park has been running above the adopted budget as a result of additional hours needed in response to staff turnover. Newer employees are still in training and not able to perform at full capacity.
- h) The increase in new streetlights related to new roadways has increased electricity expenses.
- i) Traffic Enforcement additional outreach identified after the FY 17/18 budget was adopted.
- j) Special Projects needing legal review were not anticipated when the FY 17/18 budget was adopted.
- k) Two Grounds utility vehicles are over 15 years old and are in need of replacement.
- l) Additional tools needed in order to bring some of the Fire equipment repairs in-house.
- m) The current chairs in Founders Multipurpose Room are in need of replacement. The current chairs are not on a rack system, requiring Facilities staff to assist with room setup. A new rack system will be purchased which will increase efficiency by allowing for ease of setup by non-Facilities staff.

Between all the operational contingency accounts there will still be approximately \$114K remaining in contingency after the above amendments. Future reallocation from contingency requires Town Council approval.

Appropriation transfers (expenditure authority reallocation) involving the CIP Contingency Funds totaling \$41,408,474 are presented in the table below:

| Item   | Fund/Project#                         | Increase Budget      | Decrease Budget      |
|--|---------------------------------------|----------------------|----------------------|
| Mansel Carter Park Project Carry Forward <sup>(n)</sup>    | Parks Impact Fund- P0610              | \$ 1,155,719         |                      |
| Crismon to UPRR Trail Project Carry Forward <sup>(n)</sup> | Parks Impact Fund Trail Project TE100 | 146,840              |                      |
| Impact Fee Study Carry Forward <sup>(n)</sup>              | Parks Impact Fund                     | 54,510               |                      |
| CIP Planner Carry Forward Correction <sup>(n)</sup>        | Various Funds                         | 46,560               |                      |
| Thompson Thrift Sales Tax Rebate Payment <sup>(n)</sup>    | General Fund Development Agreements   | 451,000              |                      |
| New Debt Service <sup>(o)</sup>                            | Debt Service Fund                     |                      | 4,877,337            |
| Mansel Carter Park Grounds Equipment <sup>(p)</sup>        | Parks Impact Fund - P0610             | 215,000              |                      |
| Corp Yard Project Budget Increase <sup>(q)</sup>           | General Capital - MF005               | 900,000              |                      |
| Building Demolition Supplemental <sup>(q)</sup>            | General Fund - PW Admin               |                      | 94,000               |
| Villages Berm Improvements <sup>(r)</sup>                  | General Fund - Grounds                | 235,000              |                      |
| Desert Mountain Park Ball Fields Retrofit <sup>(s)</sup>   | General Fund - Grounds                | 188,700              |                      |
| LED Lighting Retrofit <sup>(t)</sup>                       | General Fund - Facilities             | 30,000               |                      |
| Community Center Fire Suppression System <sup>(u)</sup>    | General Fund - Facilities             | 65,000               |                      |
| Traffic Systems IT Equipment Refresh <sup>(v)</sup>        | General Fund - IT                     | 167,700              |                      |
| Temporary Fire Station 4 <sup>(w)</sup>                    | General Capital - MF006               | 507,000              |                      |
| Completed Water Projects <sup>(x)</sup>                    | Water CIP Fund- Various               |                      | 311,529              |
| Completed Wastewater Projects <sup>(x)</sup>               | Wastewater CIP Fund- Various          |                      | 203,183              |
| Water Projects moved to FY 18/19 <sup>(y)</sup>            | Water CIP Fund - Various              |                      | 22,470,235           |
| Wastewater Projects moved to FY 18/19 <sup>(y)</sup>       | Wastewater CIP Fund - Various         |                      | 11,333,190           |
| Transportation Projects moved to FY 18/19 <sup>(y)</sup>   | Transportation CIP Fund - Various     |                      | 2,119,000            |
| Water Projects Budget Increases <sup>(z)</sup>             | Water CIP Fund - Various              | 1,194,306            |                      |
| Wastewater Projects Budget Increases <sup>(z)</sup>        | Wastewater CIP Fund - Various         | 330,341              |                      |
| Water CIP Contingency                                      |                                       | 21,587,458           |                      |
| Wastewater CIP Contingency                                 |                                       | 11,206,032           |                      |
| Transportation CIP Contingency                             |                                       | 2,927,308            |                      |
|  | <b>Total Budget Reallocations</b>     | <b>\$ 41,408,474</b> | <b>\$ 41,408,474</b> |

- n) Ongoing projects/items with remaining FY 16/17 budget. These amounts are the remaining budgets from FY 16/17 for ongoing projects that should have carried forward but were not included on the carry forward list approved by Council on 12/20/17. The Thompson Thrift payment was anticipated before the end of June 2017 but was delayed based on required milestones not being fulfilled in time.
- o) Timing new debt service - expenditure authority not needed in FY 17/18. The FY 18/19 will be the first budget year with debt service included for the 2018 Bond.
- p) This is the Grounds equipment that will be needed to maintain the new Mansel Carter Park which is opening in Summer 2018.

- q) The Corp Yard project total has additional items that were not included in the original budget estimate. These items are related to tenant improvements of the workspaces for Fleet and Streets, streets sweeper wash pads/decant station, fiber connections, security cameras, hazmat and other storage, electronic gate access system, and utilities hook up fees. Additional contracts for these items will be brought to Council for approval. This is just to establish the additional expenditure authority. The budget for building demo in the General Fund will be used to offset the costs associated with the relocation of the MSCO building for the Corp Yard project.
- r) The Villages Community is performing some landscape improvements along the south side of the subdivision within their property boundaries adjacent to the Queen Creek wash. The Villages is asking that the Town also perform some improvements around this location to improve the aesthetics of the entire area. The improvements would include grading and installation of granite and riprap within the Town-owned portions of the northern bank of the Queen Creek wash along the south side of the Villages Community. The proposed area is approx. 8/10 of a mile long and encompassing approx. 129,000 sq. ft. (3 acres) of property.
- s) With the opening of Mansel Carter Park, Desert Mountain Park will become an all softball field park. Improvements are necessary to convert the current baseball fields to softball fields. This budget reallocation establishes the budget for those improvements. As purchases or contracts are needed, they will be brought to Council for approval as necessary.
- t) This amendment is for an anticipated contract with Wright Engineering to engineer and produce an RFP to retrofit the exterior lighting to LED lighting for the following locations: Desert Mountain Park Sports Field Lighting, Desert Mountain Site Lighting, Founders Park Sports Field Lighting, Founders Site Lighting, Queen Creek Library Site Lighting, Town Municipal Building Site Lighting, and Historic Ellsworth Road Pedestrian Lighting. Efficiency savings are anticipated at approximately 45% - 60%. This establishes the budget; the contract will be brought forward to Council for approval at a later date.
- u) Due to a change in occupancy type and load, the Founders Park Community Center / Fire Station building at 22407 S Ellsworth Rd. is not up to the current life safety requirements for the intended occupancy and use. In the past, the minimum was done to make the building occupiable, meeting the requirements at that time and occupancy level. Currently, to meet the safety requirements of the existing and intended occupancy levels, a new fire suppression system needs to be installed. This adjustment is to establish the budget. Purchases/contracts related to this item will be brought to Council for approval as necessary.

- v) The servers and technology supporting the Town's traffic systems are coming to or are beyond the end of their useful life. This will allow work to begin in establishing their replacements. Any purchases/contracts requiring council approval will be brought forward as necessary. This adjustment is merely to establish the budget for that work.
- w) With the annexation of Ironwood Crossing, contracts to acquire a temporary station are necessary. As those are determined, contracts will be brought to Council for approval. This is only to establish the preliminary budget for that temporary station.
- x) This represents the budget authority no longer needed for completed projects. The budget authority will be moved to replenish Contingency expenditure authority. A list of these projects is in Attachment #1.
- y) These amounts represent the budget authority in FY 17/18 for projects that need to be moved to FY 18/19. The expenditure authority not needed for these projects in FY 17/18 will be moved to Contingency. The FY 18/19 project budgets will be set accordingly to reflect these changes. A list of these projects is in Attachment #2.
- z) Some Utilities projects were advanced and now require the reallocation of expenditure authority from Contingency. The list of these projects is in Attachment #3.

These amendments reduce the overall expenditure authority needed for capital projects and debt by \$35,720,798 for FY 17/18, replenishing the expenditure authority in Contingency.

### Revenues:

The following revenue adjustments are recommended:

|  | FY 17/18<br>Adopted | FY 17/18<br>Adjustment | FY 17/18<br>Revised |
|--|---------------------|------------------------|---------------------|
| Sales Tax (Excluding Construction) <sup>(1)</sup>  | \$ 17,808,120       | \$ 743,122             | \$ 18,551,242       |
| Engineering Revenue <sup>(2)</sup>                 | 500,000             | 200,000                | 700,000             |
| Building Permits <sup>(2)</sup>                    | 4,904,000           | (1,100,000)            | 3,804,000           |
| State Shared Sales Tax <sup>(3)</sup>              | 3,560,500           | 213,500                | 3,774,000           |
| Vehicle License Tax <sup>(3)</sup>                 | 1,441,000           | 47,249                 | 1,488,249           |
| State Shared Income Tax <sup>(3)</sup>             | 4,552,500           | (152,515)              | 4,399,985           |
| Highway User Revenue Fund (Gax Tax) <sup>(3)</sup> | 2,277,000           | 190,000                | 2,467,000           |
| <b>Total Adjustments</b>                           |                     | <b>\$ 141,356</b>      |                     |

- 1) Adjustments to Sales Tax reflects increases in sales activity for the retail, restaurant, communications, rentals and entertainment categories.
- 2) Engineering Revenues are up based on new developments starting their engineering. Building Permits are decreased based on the revision to new single family permits as developers have delayed the start date for new subdivisions.
- 3) The changes to state shared revenue is reflecting current trends. The decrease in State Shared Income Tax is a result of growth projections received after the budget was adopted that affected the FY 17/18 projections.

### Transfers:

The following transfers are recommended:

| Item   | Fund/Department                            | Increase Transfers   | Decrease Transfers     |
|--|--|----------------------|------------------------|
| Debt Service Transfers (Non-Growth Share) <sup>(1)</sup> | General Fund                               |                      | \$ 3,518,054           |
| Debt Service Transfers (Growth Share) <sup>(1)</sup>     | Transportation Impact Fee Fund             |                      | 1,359,283              |
| Transportation CIP Funding Transfers <sup>(2)</sup>      | General Fund                               |                      | 2,981,946              |
| Water CIP Funding Transfers <sup>(3)</sup>               | 50% Water/ 50% Water Capacity              |                      | 21,590,315             |
| Wastewater CIP Funding Transfers <sup>(3)</sup>          | 50% Wastewater/<br>50% Wastewater Capacity |                      | 11,449,711             |
| Fulton PADA Funding <sup>(4)</sup>                       | General Fund                               | 6,500,000            |                        |
| Library Debt (Non-Growth Share) <sup>(5)</sup>           | General Fund                               | 3,498,883            |                        |
| J-Curve Funding Transfer <sup>(6)</sup>                  | General Fund                               | 3,000,000            |                        |
| Mansel Park Equipment Funding Transfer <sup>(7)</sup>    | General Fund                               | 215,000              |                        |
|  | <b>Total Adjustments to Transfers</b>      | <b>\$ 13,213,883</b> | <b>\$ 40,899,309</b>   |
|  | <b>Net Change to Transfers (Decrease)</b>  |                      | <b>\$ (27,685,426)</b> |

- 1) Based on the timing of the new debt issuance, there will not be any debt service expense in FY 17/18 for the 2018 Bond. Therefore, the debt service funding transfers associated with the new debt are not necessary.
- 2) The Transportation Funding from the General Fund was based on completion of the Transportation Impact Fee Study, which is still ongoing.
- 3) CIP Funding transfers are not necessary for the projects that have moved from FY 17/18 to FY 18/19. The FY 18/19 budget for transfers will be set accordingly.
- 4) The Fulton PADA approved by Council on February 7, 2018, will require a transfer from the General Fund to the Drainage and Transportation Fund to provide the cash for the Fulton payment.
- 5) The need for this transfer was identified as Town staff has been working on the update to the impact fees. The debt allocation used in the current impact fee

calculation does not reflect the actual use of the space of the building. The current allocation of the debt is 100% library and 0% recreation. The actual use of the building is 54% library and 46% recreation. This difference needs to be corrected prospectively at this time. The retroactive correction will be forthcoming via a separate Town Council action. Both the retroactive and prospective corrective resulted in a significant decrease to the Library impact fee during the update. On an annual basis, the correction of \$175K would increase the debt service expense in the Operating Budget and decrease the debt service expense in the Library Impact Fee Fund. After giving this some further thought, Town staff developed the recommendation that the Recreation budget (Operating Budget) prepay its total share of the remaining debt service. This accomplishes two things. One, it will allow the Town the opportunity to possibly payoff the library debt early, if impact fee revenues exceed projections. Two, it eliminates the need to increase expenses in the Operating Budget by \$175K for the annual debt service payments. The Operating Budget is very tight and this strategy helps to maintain capacity.

- 6) This funding transfer was approved as part of the PADA with Amerco in May 2017 but was not completed pending the outcome of the annexation lawsuit filed against the Town. Now that the issue has been resolved, the funding transfer needs to occur to provide the cash to fund the roadway improvements along the J-Curve at Ellsworth and Hunt Highway.
- 7) The Grounds Equipment Purchases for Mansel Carter Park will be included with the project expenses but are being funded by the General Fund.

**Alternative:**

Council could choose to not approve these reallocations. However, this makes measuring budget to actual performance more difficult and would result in financial reporting variances at year end.

**Attachment(s):**

Attachment #1: Completed Utilities Projects

Attachment #2: Project Budgets to Move to FY 18/19

Attachment #3: Utilities Projects Budget Increases

| <b>Attachment #1 - Completed Projects With Remaining Budget- Move To Contingency</b> |  |                  |                                |                               |                                 |
|--|--|------------------|--------------------------------|-------------------------------|---------------------------------|
| <b>Fund</b>  | <b>Project Title</b>                         | <b>Project #</b> | <b>FY 17/18 Revised Budget</b> | <b>Budget Decrease Amount</b> | <b>FY 17/18 Adjusted Budget</b> |
| Water CIP  | Heritage Loop to Ellsworth Loop              | WA002            | \$ 90,431                      | \$ (59,075)                   | \$ 31,356                       |
| Water CIP  | Schnepf Well to Gantzel Tank Transmission    | WA109            | \$ 155,367                     | \$ (153,067)                  | \$ 2,300                        |
| Water CIP  | Shea North Well                              | WA081            | \$ 26,952                      | \$ (6,772)                    | \$ 20,180                       |
| Water CIP  | Public Safety Facility Site Improvements     | WA128            | \$ 100,000                     | \$ (92,615)                   | \$ 7,385                        |
|  | <b>Subtotal Water CIP</b>                    |                  | <b>\$ 372,750</b>              | <b>\$ (311,529)</b>           | <b>\$ 61,221</b>                |
| Wastewater CIP   | Ellsworth Rd 24" Sewer Crossing @ Ryan       | WW050            | \$ 598                         | \$ (598)                      | \$ -                            |
| Wastewater CIP   | Ocotillo Rd: Ellsworth Loop to Heritage Loop | WW054            | \$ 194,517                     | \$ (185,395)                  | \$ 9,122                        |
| Wastewater CIP   | Ocotillo Rd: Rittenhouse to Crismon          | WW055            | \$ 17,190                      | \$ (17,190)                   | \$ -                            |
|  | <b>Subtotal Wastewater CIP</b>               |                  | <b>\$ 212,305</b>              | <b>\$ (203,183)</b>           | <b>\$ 9,122</b>                 |

Attachment: Attachment #1: Completed Utilities Projects (FY 17/18 mid-year budget amendments)

## Attachment #2 - Projects That Will Not Be Completed in FY 17/18 - Move Budget to FY 18/19

| Fund               | Project Title  | Project | FY 17/18 Revised Budget | Budget Amount Moved to FY 18/19 | FY 17/18 Adjusted Budget |
|--------------------|--|---------|-------------------------|---------------------------------|--------------------------|
| Water CIP          | CAP Water Allotment  | WA151   | \$ 5,300,000            | \$ (5,300,000)                  | \$ -                     |
| Water CIP          | Flexnet - Meter & MUX replacement  | WA139   | \$ 4,621,886            | \$ (3,821,886)                  | \$ 800,000               |
| Water CIP          | West Park Lake   | WA146   | \$ 2,563,551            | \$ (1,063,551)                  | \$ 1,500,000             |
| Water CIP          | Meridian Rd: Ocotillo to Ironwood Crossings                              | WA160   | \$ 300,000              | \$ (300,000)                    | \$ -                     |
| Water CIP          | West Park Water Lines (PWP)  | WA144   | \$ 1,061,329            | \$ (561,329)                    | \$ 500,000               |
| Water CIP          | Ryan Rd: Ellsworth to Crismon  | WA137   | \$ 527,486              | \$ (477,486)                    | \$ 50,000                |
| Water CIP          | Ryan Rd: Crismon to Signal Butte   | WA131   | \$ 1,349,930            | \$ (442,184)                    | \$ 907,746               |
| Water CIP          | Meridian Rd: Combs to Red Fern Phase II                                  | WA143   | \$ 300,000              | \$ (250,000)                    | \$ 50,000                |
| Water CIP          | Crismon Rd: Queen Creek to Germann                                       | WA123   | \$ 395,308              | \$ (300,000)                    | \$ 95,308                |
| Water CIP          | Rittenhouse Rd: Combs to Cloud (PWP)                                     | WA119   | \$ 100,000              | \$ (100,000)                    | \$ -                     |
| Water CIP          | Ellsworth Rd @ Rittenhouse Tie-in  | WA104   | \$ 300,963              | \$ (153,044)                    | \$ 147,919               |
| Water CIP          | Riggs Rd: Recker to Power (PWP)  | WA101   | \$ 54,761               | \$ (54,761)                     | \$ -                     |
| Water CIP          | Hashknife Rd (Encanterra-NMID): Kenworthy to Vine                        | WA099   | \$ 493,121              | \$ (482,034)                    | \$ 11,087                |
| Water CIP          | Ocotillo & Meridian PRV  | WA098   | \$ 67,040               | \$ (50,000)                     | \$ 17,040                |
| Water CIP          | Ironwood Rd @ Ocotillo & Marilyn   | WA077   | \$ 50,000               | \$ (50,000)                     | \$ -                     |
| Water CIP          | Riggs Rd Phase 1: Ellsworth to Crismon (PWP)                             | WA067   | \$ 490,563              | \$ (286,352)                    | \$ 204,211               |
| Water CIP          | Riggs Rd: Sossaman to Hawes Rd (PWP)                                     | WA066   | \$ 512,992              | \$ (412,992)                    | \$ 100,000               |
| Water CIP          | Ocotillo Rd: 186th to Sossaman   | WA062   | \$ 444,000              | \$ (444,000)                    | \$ -                     |
| Water CIP          | Sossaman West Tank to Power Rd - Transmission                            | WA027   | \$ 216,000              | \$ (191,000)                    | \$ 25,000                |
| Water CIP          | Riggs Rd Phase 2: Crismon to Signal Butte (PWP)                          | WA155   | \$ 400,000              | \$ (250,000)                    | \$ 150,000               |
| Water CIP          | Riggs Rd Phase 3: Signal Butte to Meridian (PWP)                         | WA156   | \$ 700,000              | \$ (700,000)                    | \$ -                     |
| Water CIP          | Hunt Hwy: Power to Sossaman - Upper Zone                                 | WA129   | \$ 12,000               | \$ (12,000)                     | \$ -                     |
| Water CIP          | Duncan St: Ellsworth Loop to Ellsworth & North to Ocotillo               | WA149   | \$ 300,000              | \$ (300,000)                    | \$ -                     |
| Water CIP          | Hastings Well Rehab  | WA138   | \$ 758,566              | \$ (68,576)                     | \$ 689,990               |
| Water CIP          | Sossaman West Well & Tank 1  | WA007   | \$ 2,260,205            | \$ (1,885,205)                  | \$ 375,000               |
| Water CIP          | Church Farms East Well & Tank 1  | WA078   | \$ 1,001,397            | \$ (651,397)                    | \$ 350,000               |
| Water CIP          | San Tan (Jorde-Empire East) Well & Tank                                  | WA158   | \$ 700,000              | \$ (350,000)                    | \$ 350,000               |
| Water CIP          | Box Canyon Upper Zone Tank 1   | WA018   | \$ 150,000              | \$ (150,000)                    | \$ -                     |
| Water CIP          | Jorde - Empire West Well   | WA159   | \$ 700,000              | \$ (695,000)                    | \$ 5,000                 |
| Water CIP          | Utilities Billing System   | WA107   | \$ 1,831,500            | \$ (337,622)                    | \$ 1,493,878             |
| Water CIP          | Orchard Ranch Power Service Upgrade/Wall/Site Work                       | WA096   | \$ 73,008               | \$ (73,008)                     | \$ -                     |
| Water CIP          | Emergency Generator Controls   | WA017   | \$ 105,000              | \$ (105,000)                    | \$ -                     |
| Water CIP          | MSB Remodel Front Counter  | WA088   | \$ 448,238              | \$ (198,238)                    | \$ 250,000               |
| Water CIP          | Ellsworth Intersection Improvements @ Queen Creek (PWP)                  | WA103   | \$ 250,000              | \$ (250,000)                    | \$ -                     |
| Water CIP          | Villages Water Reconstruction (PWP)                                      | WA132   | \$ 600,000              | \$ (550,000)                    | \$ 50,000                |
| Water CIP          | Rancho Jardines Water Reconstruction (PWP)                               | WA133   | \$ 200,000              | \$ (200,000)                    | \$ -                     |
| Water CIP          | Queen Creek Rd: Ellsworth to Crismon (PWP)                               | WA152   | \$ 50,000               | \$ (50,000)                     | \$ -                     |
| Water CIP          | Queen Creek Rd: Signal Butte to Meridian (PWP)                           | WA125   | \$ 50,000               | \$ (50,000)                     | \$ -                     |
| Water CIP          | Aldecoa: Ellsworth Loop to Ellsworth                                     | WA150   | \$ 200,000              | \$ (200,000)                    | \$ -                     |
| Water CIP          | Fire Hydrant Installation Project  | WA049   | \$ 25,000               | \$ (25,000)                     | \$ -                     |
| Water CIP          | Water Master Plan 2017   | WA154   | \$ 404,570              | \$ (304,570)                    | \$ 100,000               |
| Water CIP          | Ellsworth Rd: Empire to San Tan w/ PRV                                   | WA070   | \$ 324,000              | \$ (324,000)                    | \$ -                     |
|                    | <b>Subtotal Water CIP Projects</b>                                       |         | <b>\$ 30,692,414</b>    | <b>\$ (22,470,235)</b>          | <b>\$ 8,222,179</b>      |
| Wastewater CIP     | Cloud Rd: 220th to Rittenhouse   | WW027   | \$ 714,396              | \$ (514,396)                    | \$ 200,000               |
| Wastewater CIP     | Riggs Rd & Sossaman Intersection (PWP)                                   | WW052   | \$ 300,352              | \$ (275,352)                    | \$ 25,000                |
| Wastewater CIP     | Riggs Rd: Ellsworth to Crismon   | WW067   | \$ 673,779              | \$ (73,779)                     | \$ 600,000               |
| Wastewater CIP     | Riggs Rd: Crismon to Rittenhouse   | WW060   | \$ 1,565,050            | \$ (815,050)                    | \$ 750,000               |
| Wastewater CIP     | Ryan Rd: Ellsworth to Crismon  | WW035   | \$ 673,933              | \$ (573,933)                    | \$ 100,000               |
| Wastewater CIP     | Ryan Rd: Crismon to Signal Butte   | WW053   | \$ 1,493,393            | \$ (243,393)                    | \$ 1,250,000             |
| Wastewater CIP     | San Tan Flats to Borgata   | WW062   | \$ 1,250,000            | \$ (1,150,000)                  | \$ 100,000               |
| Wastewater CIP     | Meridian Rd: Combs to Red Fern Phase II - Land Acquisition & Remediation | WW068   | \$ 300,000              | \$ (300,000)                    | \$ -                     |
| Wastewater CIP     | West Park Sewer Line   | WW069   | \$ 941,168              | \$ (541,168)                    | \$ 400,000               |
| Wastewater CIP     | Ocotillo Rd: Sonoqui to 190th  | WW025   | \$ 746,027              | \$ (170,527)                    | \$ 575,500               |
| Wastewater CIP     | Aldecoa: Ellsworth to Ellsworth Loop                                     | WW063   | \$ 125,000              | \$ (125,000)                    | \$ -                     |
| Wastewater CIP     | Duncan St: Ellsworth Loop to Ellsworth                                   | WW072   | \$ 300,000              | \$ (300,000)                    | \$ -                     |
| Wastewater CIP     | Sewer Dosing Sites   | WW059   | \$ 300,000              | \$ (300,000)                    | \$ -                     |
| Wastewater CIP     | GWRP 2018 Plant Expansion  | WWT06   | \$ 3,814,267            | \$ (3,564,267)                  | \$ 250,000               |
| Wastewater CIP     | GWRP Capital Construction  | WW058   | \$ 1,172,502            | \$ (1,072,502)                  | \$ 100,000               |
| Wastewater CIP     | Power Road T Lock Sleeving   | WW070   | \$ 700,000              | \$ (700,000)                    | \$ -                     |
| Wastewater CIP     | Queen Creek & Ellsworth Intersection (PWP)                               | WW057   | \$ 50,000               | \$ (50,000)                     | \$ -                     |
| Wastewater CIP     | Power: Ocotillo to Chandler Heights (PWP)                                | WW064   | \$ 142,350              | \$ (92,350)                     | \$ 50,000                |
| Wastewater CIP     | Power Rd: Chandler Heights to South of Riggs (PWP)                       | WW026   | \$ 71,473               | \$ (71,473)                     | \$ -                     |
| Wastewater CIP     | Water Resources Mater Plan 2018  | WW071   | \$ 400,000              | \$ (400,000)                    | \$ -                     |
|                    | <b>Subtotal Wastewater CIP Projects</b>                                  |         | <b>\$ 15,733,690</b>    | <b>\$ (11,333,190)</b>          | <b>\$ 4,400,500</b>      |
| Transportation CIP | HAWES RD AT CREEKVIEW RANCHES  | A0402   | \$ 244,000              | \$ (244,000)                    | \$ -                     |
| Transportation CIP | TC DUNCAN: ELLSWORTH TO ELLSWORTH LOOP                                   | A0009   | \$ 750,000              | \$ (750,000)                    | \$ -                     |
| Transportation CIP | TC: ALDECOA ELLSWORTH TO ELLSWORTH LOOP                                  | A0010   | \$ 825,000              | \$ (825,000)                    | \$ -                     |
| Transportation CIP | SIGNAL at OCOTILLO & SCOTTLAND   | I0069   | \$ 300,000              | \$ (300,000)                    | \$ -                     |
|                    | <b>Subtotal Transportation CIP Projects</b>                              |         | <b>\$ 2,119,000</b>     | <b>\$ (2,119,000)</b>           | <b>\$ -</b>              |

Attachment #2: Project Budgets to Move to FY 18/19 (FY 17/18 mid-year budget amendments)



**Attachment #3 - Projects Needing Additional Budget Authority from Contingency**

| Fund           | Project Title  | Project | FY 17/18 Revised Budget | Budget Increase Amount | FY 17/18 Adjusted Budget |
|----------------|--|---------|-------------------------|------------------------|--------------------------|
| Water CIP      | Gary Rd: Combs to Empire (PWP)                                 | WA147   | \$ -                    | \$ 117,240             | \$ 117,240               |
| Water CIP      | West Park Well & Equipment                                     | WA145   | \$ 501,366              | \$ 230,001             | \$ 731,367               |
| Water CIP      | Water Project Management                                       | WA900   | \$ -                    | \$ 200,000             | \$ 200,000               |
| Water CIP      | New Well Investigation   | WA252   | \$ -                    | \$ 100,000             | \$ 100,000               |
| Water CIP      | Empire Blvd: Ellsworth to Pegasus & J Curve improvements (PWP) | WA140   | \$ 386,850              | \$ 407,065             | \$ 793,915               |
| Water CIP      | Meridian Crossing - Gary East Well                             | WA189   | \$ -                    | \$ 100,000             | \$ 100,000               |
| Water CIP      | Repair & Replacement Master Plan                               | WA134   | \$ -                    | \$ 40,000              | \$ 40,000                |
|                | <b>Subtotal Water CIP Projects</b>                             |         | <b>\$ 888,216</b>       | <b>\$ 1,194,306</b>    | <b>\$ 2,082,522</b>      |
| Wastewater CIP | Project Management   | WW900   | \$ -                    | \$ 25,000              | \$ 25,000                |
| Wastewater CIP | Empire: Ellsworth to 209th                                     | WW082   | \$ 590,950              | \$ 305,341             | \$ 896,291               |
|                | <b>Subtotal Wastewater CIP Projects</b>                        |         | <b>\$ 590,950</b>       | <b>\$ 330,341</b>      | <b>\$ 921,291</b>        |

Attachment: Attachment #3: Utilities Projects Budget Increases (FY 17/18 mid-year budget amendments)



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 an Intergovernmental Agreement with Pinal County for design of Meridian Road from Germann to future State Route 24 estimated at \$1,200,000. (FY18/19 budgeted item)

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends the approval of an Intergovernmental Agreement with Pinal County for design of Meridian Road from Germann to future State Route 24 estimated at \$1,200,000. (This is a FY 2018/19 expenditure).

**Relevant Council Goal(s):**



Superior Infrastructure - Capital Improvement Program

**Proposed Motion:**

Move to approve an Intergovernmental Agreement with Pinal County for design of Meridian Road from Germann to future State Route 24 estimated at \$1,200,000. (This is a FY 2018/19 expenditure).

**Discussion:**

For the safety and welfare of the public, the Town of Queen Creek and Pinal County desire to improve Meridian Road from Germann to State Route 24 (SR 24).

The City of Mesa and the Arizona Department of Transportation are currently in design of SR 24 from Ellsworth Road to Ironwood Road. The extension of SR 24 is estimated to go to construction in 2019 with a completion date of 2021. It is the desire of Queen

Creek and Pinal County to have Meridian Road connect to SR 24 when opened, or as soon as possible thereafter. The design is estimated not to exceed \$1.2 million and will be funded 50% by Queen Creek and 50% by Pinal County. Design will consider 3-lane half street improvements, drainage, and environmental constraints.

The southeast valley of the Phoenix Metropolitan Area, specifically Queen Creek and the San Tan Valley area, is experiencing heavy congestion related to growth. Furthermore, Ellsworth and Ironwood Roads are the only two arterial roadways that provide direct access to the Valley's freeway system for Queen Creek and the San Tan Valley area. Unfortunately, both of these roadways are at capacity. Therefore, additional north and south roadways are needed to alleviate the heavy congestion along Ellsworth and Ironwood Roads.

Design of Meridian Road is expected to start in July or August of 2018 and is estimated to take between 12 and 14 months to complete. Once design is underway, it is staff intention to begin discussions with Pinal County on a possible IGA for the construction of the roadway.

**Fiscal Impact:**

There is no fiscal impact to this IGA for current FY 2017/18. At this time, this is only to enter the IGA with Pinal County. If approved, a project budget totaling \$600K will be reflected beginning FY 2018/19 to ensure the proper expenditure authority be in place

**Alternatives:**

Council could choose not to approve the IGA with Pinal County. The outcome would result in a delay of possible improvements to Meridian Road. Additionally, the Town could lose the partnership with Pinal County for funding of the project.

**Attachment(s):**

- a. IGA - PC and QC - MERIDIAN - GERMANN TO SR 24
- b. Site Map

**INTERGOVERNMENTAL AGREEMENT BETWEEN PINAL COUNTY  
AND THE TOWN OF QUEEN CREEK TO DEFINE RESPONSIBILITIES  
FOR THE DESIGN OF MERIDIAN ROAD FROM GERMANN ROAD TO  
STATE ROUTE 24**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into by and between Pinal County, a political subdivision of the State of Arizona, hereinafter referred to as “Pinal,” and the Town of Queen Creek, a municipal corporation of the State of Arizona, hereinafter referred to as “Queen Creek”. Pinal and Queen Creek are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

**I. RECITALS**

- A. The Parties are empowered by A.R.S. § 11-951 et seq. to enter into intergovernmental agreements for joint or cooperative action.
- B. Pursuant to A.R.S. § 11-251 and § 28-6707, the Parties have the authority to improve streets and highways and may cooperate with each other in the construction of improvements to streets and highways lying within their jurisdictions.
- C. For the safety and welfare of the public, the parties hereto desire to improve Meridian Road from Germann Road to State Route 24, hereinafter referred to as “Project”.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree as follows:

**II. SCOPE OF WORK**

The Project consists of the design of Meridian Road from approximately ¼ mile south of Germann Road to State Route 24 (approximately 1.75 miles) as a 3-lane collector roadway. The design of the Project is anticipated to begin in FY 2019/20.

**III. FUNDING**

The total estimated cost for construction of the Project is five (5) million with design estimated at \$1,200,000. The Parties agree to share in the total design cost of Project as follows:

- A. Queen Creek will pay fifty percent (50%) of all costs associated with design of the project.

- B. Pinal will pay all fifty percent (50%) of all costs associated with design of the project.
- C. Any difference between estimated and actual Project cost shall be settled by Pinal invoicing Queen Creek for its share of any additional amounts, or Pinal shall refund Queen Creek for any overpayment. Any changes in project costs due to change orders shall only affect the cost contribution of Queen Creek if agreed upon, in writing, by the Public Works Director or his designee.

#### IV. AGREEMENT

- A. Pinal shall:
  1. Act as the Project Lead and charge Queen Creek for administrative services an amount equal to one-half percent (0.5%) of the cost of the Project. Upon contract award for design, the Town will pay Pinal 50% of the estimated cost and the remainder due upon project completion.
  2. As Project Lead, be responsible for solicitation, contract management, public outreach coordination, project meetings, and other related duties for the project. Pinal shall submit all design contracts to Queen Creek for Queen Creek's review and approval in accordance with the terms of this Agreement.
  3. Design to Queen Creek standards and submit road plans to Queen Creek for review and comment.
  4. Invoice Queen Creek for its share of Project expenses, as set forth herein:
    - a. Upon approval of the design contract, invoice Queen Creek for fifty percent (50%) of its proportional share of design costs and invoice for remainder when design is complete. .
  5. Upon completion of the Project, invoice Queen Creek for its share of any additional cost for the Project or refund to Queen Creek any overpayment.
- B. Queen Creek shall:
  1. Pay Pinal for its administrative services as outlined in paragraph (IV) (A) (1).
  2. Provide comments regarding the design contracts within 30 business days of receipt of the contracts from Pinal.

3. Provide comments to road plans within 21 business days of receipt of the plans from Pinal.
4. Pay Pinal for its proportional share of the Project costs as outlined in paragraph (IV) (A) (4) within thirty (30) days of receipt of a properly-documented invoice from Pinal.
5. Upon completion of the Project, pay Pinal for its share of any additional cost for the Project, within thirty (30) days of receipt of a properly-documented invoice from Pinal.

## V. GENERAL PROVISIONS

- A. The foregoing recitals are hereby incorporated into this Agreement by reference as if more fully stated herein.
- B. This Agreement shall become effective upon the approval by both governing bodies of the parties hereto and the execution of this Agreement by the authorized representatives of both parties.
- C. To the fullest extent permitted by law, each party to this Agreement, as Indemnitor, shall indemnify, defend, save, and hold harmless the other party, its officers, employees, agents, officials, directors and representatives (collectively, "Indemnitees") from and against any and all liability, claims, losses, suits, actions, damages, and expenses (including but not limited to, court costs, attorney's fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any personal injury, bodily injury, loss of life, or loss or damage to property, or loses of use thereof, or any violation of any federal, state, or local law or ordinance, or other cause of action related to or arising out of the Indemnifying Party's performance of its obligations pursuant to the terms of this Agreement, or caused, in whole or in part, by the acts or omissions of the Indemnitor, or anyone for whose acts Indemnitor is responsible, in the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
- D. This Agreement may be cancelled for conflict of interest without further obligation or penalty in accordance with A.R.S. § 38-511.
- E. All notices or demands required under this agreement from either party to the other shall be in writing and shall be deemed to have been received when

the notice is delivered in person or three (3) days after deposited in a U.S. Mailbox in a postage prepaid envelope addressed as follows:

John Kross  
Town Manager  
Town of Queen Creek  
22350 S. Ellsworth Rd.  
Queen Creek, AZ 85142

Greg Stanley  
County Manager  
Pinal County  
P. O. Box 827  
Florence, AZ 85132

- F. The failure to exercise any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any right, power or privilege. The acceptance by either party of sums less than may be due and owing to it at any time shall not be construed as an accord or satisfaction.
- G. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of either party hereto other than as expressly set forth herein.
- H. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the parties agree that the venue for any claim arising out of or in any way related to this Agreement shall be the Superior Court of Pinal County, Arizona.
- I. This Agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, their agents, or employees that are not contained herein shall be valid or binding. This agreement may not be altered except in writing and signed by each party hereto.
- J. Pinal and Queen Creek agree that should any part of this Agreement be held to be invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the parties.
- K. This Agreement shall remain in force and effect until completion of Project or termination or cancellation as provided within this Agreement. The Indemnification and insurance provisions shall survive the termination of this Agreement.
- L. Pursuant to the provisions of A.R.S. § 41-4401, each Party warrants to the other Party: (a) that the warranting Party and its subcontractors, if any, are in compliance with all federal immigration laws and regulations that relate to their employees and are in compliance with A.R.S. § 23-214(A); and (b) that a breach of this warranty is a material breach of this contract [agreement] that is subject to penalties up to and including termination of the contract or any subcontract;

Attachment: a. IGA - PC and QC - MERIDIAN - GERMANN TO SR 24 (IGA - Meridian Road)

Each Party retains the legal right to inspect the employment records of the other Party and its subcontractors, if any, to ensure compliance with this warranty. Neither Party will consider the other Party or any of its subcontractors in material breach of the foregoing warranty if the other Party and its subcontractors, if any, 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).

- M. Pinal and Queen Creek agree that all contracts, if any, awarded to contractors in connection with the work to be performed under this Agreement shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A) and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by Pinal or Queen Creek for the work to be performed under this Agreement.
- N. Pinal and Queen Creek agree that all contracts, if any, awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:
1. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.
  2. A breach of warranty under paragraph 2 above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.
  3. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to Pinal County. Pinal County at its sole discretion, conduct random verifications of employment records of the Contractor and any Subcontractors to ensure compliance. The Contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification



forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the contract.

- 4. ISRAEL BOYCOTT PROVISION. Each party to this Agreement certifies to the other 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.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the dates set forth below.

TOWN OF QUEEN CREEK, a municipal Corporation of the State of Arizona

PINAL COUNTY, a political subdivision of the State of Arizona

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Clerk/Deputy Clerk of the Board

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form and within the powers and authority granted Queen Creek Under the laws of the State of Arizona:

Approved as to form and within the powers and authority granted Pinal under the laws of the State of Arizona:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Deputy County Attorney

Attachment: a. IGA - PC and QC - MERIDIAN - GERMANN TO SR 24 (IGA - Meridian Road)

# Meridian Road Design - Site Map

6.C.b



Rittenhouse Rd

Power Rd

Crossman Rd

Lawes Rd

Isworth Loop Rd

Isworth Rd

Pecos Rd

Wismon Rd

Signal Butte Rd

SR24

Meridian Rd

Meridian Road – Germann Road to Future SR 24

Queen Creek Rd

Ocotillo Rd

Recker Rd

Chandler Heights Rd

Riggs Rd

Hunt Highway

Combs Rd

Empire Rd

Attachment: b. Site Map (IGA - Meridian Road)



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 contract amendment and Guaranteed Maximum Price (GMP) to a Construction Manager at Risk (CMAR) Services Contract with Hunter Contracting Company, Inc., Contract 2017-004, in an amount not to exceed \$6,211,324 for the Power Road-Ocotillo Road to Brooks Farms Road (CIP A1403) and Ocotillo Road Sewer Main Sonoqui Wash to Power Road (WW025) and the necessary budget adjustments.

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends the approval of a contract amendment and Guaranteed Maximum Price (GMP) to a Construction Manager at Risk (CMAR) Services Contract with Hunter Contracting Company, Inc., Contract 2017-004, in an amount not to exceed \$6,211,324 for the Power Road-Ocotillo Road to Brooks Farms Road (CIP A1403) and Ocotillo Road Sewer Main Sonoqui Wash to Power Road (WW025) and the necessary budget adjustments.

**Relevant Council Goal(s):**



Superior Infrastructure - Capital Improvement Program

**Proposed Motion:**

Move to approve a contract amendment and Guaranteed Maximum Price (GMP) to a Construction Manager at Risk (CMAR) Services Contract with Hunter Contracting Company, Inc., Contract 2017-004, in an amount not to exceed \$6,211,324 for the Power Road-Ocotillo Road to Brooks Farms Road (CIP A1403) and Ocotillo Road Sewer Main Sonoqui Wash to Power Road (WW025) and the necessary budget adjustments.

**Discussion:**

On January 18, 2017, the Town Council approved and authorized a Construction Manager at Risk (CMAR) contract with Hunter Contracting for pre-construction services associated with the referenced project; which are currently underway. This proposed contract amendment adds construction services to the CMAR so that Hunter

Contracting may perform the anticipated roadway and sewer utility improvements in the defined project limits for a Guaranteed Maximum Price (GMP). Staff has reviewed and negotiated the guaranteed price with the construction manager, and feels the proposed price provides good value to the Town.

In general, the roadway for Power Road between Ocotillo Road and Brooks Farm Road is currently a two-lane roadway (one lane in each direction). The intent of this project is to widen the roadway to the ultimate full width standards by constructing 3 northbound and 3 southbound lanes, in efforts of providing a complete principal arterial roadway for safe travel. Major elements of construction includes 6 travel lanes, bike lanes, medians, construction of a full double-barrel box culvert crossing over the Sonoqui Wash, curb and gutter construction, sidewalk construction, storm drain construction, drainage improvements, sewer improvements, modifying the traffic signal at the intersection of Power and Ocotillo Roads, trenching, backfill and conduit installation for the Salt River Project electrical overhead to underground utility conversion, pavement marking and signage improvements.

The effect of this proposed contract amendment is to authorize the construction of the anticipated roadway and utility improvements for the proposed Guaranteed Maximum Price of \$6,211,324. This contract amount includes a Contractor’s Contingency and a ten percent (10%) overall project contingency for unforeseen construction variations that may require additional work to resolve or match field conditions that may arise during construction.

Project is scheduled to begin in mid-April pending approval from the Bureau of Reclamation for irrigation relocation. The project is projected to take 10 months to complete, giving a February 2019 completion.

**Fiscal Impact:**

The total not to exceed of \$6,211,324 includes the proposal from Hunter Contracting Company, Inc. of \$5,646,658, plus an additional \$564,666 for possible unanticipated additional services.

Funding for this project will be split amongst two (2) separate project funds as described below:

| Project Component              | Fund        | Project # | Proposal     | Contingency (10%) | Project Total Not to Exceed | Available Budget | Contingency Needed |
|--------------------------------|-------------|-----------|--------------|-------------------|-----------------------------|------------------|--------------------|
| Power: Ocotillo to Brooks Farm | D&T         | A1403     | \$ 5,172,600 | \$ 517,260        | \$ 5,689,860                | \$ 3,549,919     | \$ 2,139,941       |
| Ocotillo: 188th to Power       | Waste Water | WW025     | \$ 474,058   | \$ 47,406         | \$ 521,464                  | \$ 727,690       | \$ -               |
| TOTAL                          |             |           | \$ 5,646,658 | \$ 564,666        | \$ 6,211,324                | \$ 4,277,609     | \$ 2,139,941       |

Drainage and Transportation Project A1403 will require a FY18 budget adjustment from Contingency totaling \$2,139,904 in order to award this contract.

**Alternatives:**

Council could direct staff to terminate CMAR services and choose another procurement method for construction. Such a directive would delay improvements at least 120 days. Council could also choose not to move forward with the improvements at this time and delay improvements to the intersection for a time at their discretion. The effect of these alternatives would result in maintaining the intersection and approaching roadways as is, until such time the Council would choose to proceed.

**Attachment(s):**

- a. Amendment No. 01
- b. Site Map

AMENDMENT NO. 1 TO AGREEMENT No. 2017-004  
BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK  
(RFQ NO. 17-009)  
ROADWAY WIDENING AND WATER AND SEWER IMPROVEMENTS  
Power Road – Ocotillo Rd to Brooks Farm Rd  
Ocotillo Rd Sewer Main, Sonoqui Wash to Power Rd.

Pursuant to § 3.7 Guaranteed Maximum Price/GMP of the Agreement dated January 18, 2017 (the Agreement") between the Town of Queen Creek (Owner) and Hunter Contracting Co. (CMAR) for the Power Rd – Ocotillo Rd to Brooks Farm Rd. (the Project). The Owner and the CMAR hereby amend the Contract Amount in accordance with Guaranteed Maximum Price No. 1 (GMP #1) for construction, dated February 27, 2018 ("GMP #1"), and amends the January 18, 2017 Agreement, this \_\_\_\_ day of March, 2018 by adopting the following Exhibits and incorporating them into the Agreement to supplement the existing listed Exhibits to the Agreement in relation to the Roadway Widening and Water & Sewer Improvements scope of work encompassed in the attached GMP #1 only. The parties anticipate that there will not be any additional change orders.

Exhibit A.2 – Guaranteed Maximum Price for Roadway Widening and Water & Sewer Improvements dated February 27, 2018

|   |   |                |
|---|---|----------------|
| <u>GMP SUMMARY</u>  |   |                |
| GMP Phase One – Pre-Construction Services (Agreement 1/18/17) | = | \$55,373.54    |
| GMP #1 for Roadway, Water & Sewer Improvements (Amendment #1) | = | \$5,646,657.54 |
| TOTAL CONTRACT AMOUNT TO DATE                                 | = | \$5,702,031.08 |

Exhibit E – Specifications, 45 pages; Plan Set, 72 pages

All other portions of the Agreement dated January 18, 2017 remain unchanged. The Owner hereby accepts this Amendment No. 1 and authorized the Work for this phase of the Project.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**TOWN OF QUEEN CREEK**  
  
\_\_\_\_\_  
Gail Barney, Mayor

**CONSTRUCTION MANAGER AT RISK:**  
Hunter Contracting Co.  
  
By: \_\_\_\_\_  
  
Title: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Jennifer Robinson, Town Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
DICKINSON WRIGHT PLLC, Town Attorneys

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)



## TOWN OF QUEEN CREEK, ARIZONA

Guaranteed Maximum Price Proposal for:

**Power Road – Ocotillo Road to Brooks Farm Road**

**(Project No. A1403)**

**and**

**Ocotillo Road Sewer Main, Sonoqui Wash to Power Road**

**(Project No. 1776)**

Submitted by:

***Hunter***  
**CONTRACTING CO.**

January 03, 2018

Revision 1- February 12, 2018

Revision 2 – February 27, 2018

**CMAR Guaranteed Maximum Price**

Project Name: Power Road-Ocotillo Rd to Brooks Farm Rd &  
Ocotillo Rd Sewer Main

2/27/2018

Project Location: Town of Queen, AZ (Maricopa County)

Project # A1403 & 1776

| A. Direct Costs:                | Power Road<br>Street Work | Ocotillo Sewer | Total Amount    |
|---------------------------------|---------------------------|----------------|-----------------|
| A.1 Direct Cost of Construction | \$ 4,169,346.18           | \$ 382,111.73  | \$ 4,551,457.91 |
| A. - Total of Direct Costs:     | \$ 4,169,346.18           | \$ 382,111.73  | \$ 4,551,457.91 |
| B. General Conditions:          | 10.00% \$ 416,934.62      | \$ 38,211.17   | \$ 455,145.79   |
| C. Contractor's Fee             | 3.90% \$ 162,604.50       | \$ 14,902.36   | \$ 177,506.86   |
| Subtotal 2 (Direct Costs + Fee) | \$ 4,748,885.30           | \$ 435,225.26  | \$ 5,184,110.56 |
| D. Bonds and Insurance:         |                           |                |                 |
| D1 Bonds                        | 0.84% \$ 39,890.64        | \$ 3,655.89    | \$ 43,546.53    |
| D2 Insurance                    | 1.09% \$ 51,762.85        | \$ 4,743.96    | \$ 56,506.81    |
| D. - Bonds & Insurance Total:   | \$ 91,653.49              | \$ 8,399.85    | \$ 100,053.33   |
| Subtotal 3                      | \$ 4,840,538.79           | \$ 443,625.11  | \$ 5,284,163.89 |
| E. Sales Tax                    |                           |                |                 |
| E1 Sales Tax                    | 6.860% \$ 332,060.96      | \$ 30,432.68   | \$ 362,493.64   |
| E. - Sales Tax Total:           | \$ 332,060.96             | \$ 30,432.68   | \$ 362,493.64   |
| Subtotal 4                      | \$ 5,172,599.75           | \$ 474,057.79  | \$ 5,646,657.54 |
| F. Owner's Allowance            |                           |                |                 |
| G. Guaranteed Maximum Price:    | \$ 5,172,599.75           | \$ 474,057.79  | \$ 5,646,657.54 |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)



## Hunter Contracting Company

2/27/2018

## GMP Schedule of Values

## Power Road Ocotillo to Brooks Farm &amp; Ocotillo Sewer Main Project

## GMP Schedule of Values

| CBS # | Item ID   | Description  | Quantity | UoM | Unit Cost     | Total Cost    |
|-------|-----------|--|----------|-----|---------------|---------------|
| 1     | 105.80000 | Construction Survey, Layout & Record Drawings                        | 1        | LS  | \$ 49,790.00  | \$ 49,790.00  |
| 2     | 107.01000 | AZPDES and Other Permitting  | 1        | LS  | \$ 27,158.85  | \$ 27,158.85  |
| 3     | 107.05000 | Quality Control Testing  | 1        | LS  | \$ 40,226.00  | \$ 40,226.00  |
| 4     | 109.01010 | CMAR - General Conditions  | 1        | LS  | \$ 455,145.79 | \$ 455,145.79 |
| 5     | 109.01020 | CMAR - Construction Contingency                                      | 1        | AL  | \$ 59,314.00  | \$ 59,314.00  |
| 6     | 109.01030 | CMAR - Construction Fee  | 1        | LS  | \$ 177,506.86 | \$ 177,506.86 |
| 7     | 109.01040 | CMAR - Sales Tax   | 1        | LS  | \$ 362,493.64 | \$ 362,493.64 |
| 8     | 109.01050 | CMAR - Insurance   | 1        | LS  | \$ 56,506.81  | \$ 56,506.81  |
| 9     | 109.01060 | CMAR - Bond  | 1        | LS  | \$ 43,546.53  | \$ 43,546.53  |
| 10    | 109.10000 | Mobilization/Demobilization  | 1        | LS  | \$ 415,829.75 | \$ 415,829.75 |
| 11    | 109.21000 | Allowance for Extra Work - CIP                                       | 1        | AL  | \$ 246,852.00 | \$ 246,852.00 |
| 12    | 109.40110 | Traffic Control  | 1        | LS  | \$ 77,740.00  | \$ 77,740.00  |
| 13    | 109.40120 | Off-Duty Officer Allowance   | 1        | AL  | \$ 45,760.00  | \$ 45,760.00  |
| 14    | 201.50000 | Clearing & Grubbing  | 1        | LS  | \$ 1,746.10   | \$ 1,746.10   |
| 15    | 205.81000 | Roadway Excavation   | 8,955    | CY  | \$ 7.50       | \$ 67,162.50  |
| 16    | 205.81300 | Roadway Excavation - Detour Road                                     | 3,343    | CY  | \$ 7.40       | \$ 24,738.20  |
| 17    | 210.20000 | Borrow Excavation (Imported)   | 850      | CY  | \$ 5.97       | \$ 5,074.50   |
| 18    | 215.80000 | Earthwork for Open Channels (Retention Basin)                        | 4,670    | CY  | \$ 13.43      | \$ 62,718.10  |
| 19    | 220.51300 | RipRap Construction, Dumped - Angular D50=6"                         | 18       | CY  | \$ 115.38     | \$ 2,076.84   |
| 20    | 220.51600 | RipRap Construction, Dumped - Angular D50=24"                        | 1,008    | CY  | \$ 127.37     | \$ 128,388.96 |
| 21    | 220.53410 | RipRap Construction, Dumped - Detour Road                            | 212      | CY  | \$ 31.05      | \$ 6,582.60   |
| 22    | 220.61000 | RipRap Construction, Grouted in Place                                | 96       | CY  | \$ 209.44     | \$ 20,106.24  |
| 23    | 301.20000 | Subgrade Preparation   | 30,576   | SY  | \$ 1.57       | \$ 48,004.32  |
| 24    | 301.21000 | Subgrade Preparation - Detour Road                                   | 5,720    | SY  | \$ 1.57       | \$ 8,980.40   |
| 25    | 310.20610 | Aggregate Base Course - 6" Thick - Detour Road                       | 5,720    | SY  | \$ 4.58       | \$ 26,197.60  |
| 26    | 310.21200 | Aggregate Base Course- 12" Thick                                     | 30,576   | SY  | \$ 7.93       | \$ 242,467.68 |
| 27    | 321.81020 | Asphalt Concrete Pavement - Type A 1/2" Mix - 2" Thick               | 30,076   | SY  | \$ 8.28       | \$ 249,029.28 |
| 28    | 321.83030 | Asphalt Concrete Pavement - Type A 3/4" Mix - 3" Thick               | 30,576   | SY  | \$ 11.64      | \$ 355,904.64 |
| 29    | 321.83031 | Asphalt Concrete Pavement - Type A 3/4" Mix - 3" Thick - Detour Road | 5,720    | SY  | \$ 12.81      | \$ 73,273.20  |
| 30    | 321.88000 | Asphalt Concrete Pavement - Thickened Edge                           | 318      | LF  | \$ 7.00       | \$ 2,226.00   |
| 31    | 329.30000 | Tack Coat  | 6        | TN  | \$ 850.00     | \$ 5,219.00   |
| 32    | 336.21000 | Sawcut Asphaltic Concrete  | 1,380    | LF  | \$ 0.54       | \$ 745.20     |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)

## Hunter Contracting Company

2/27/2018

## GMP Schedule of Values

## Power Road Ocotillo to Brooks Farm &amp; Ocotillo Sewer Main Project

## GMP Schedule of Values

| CBS # | Item ID   | Description  | Quantity | UoM | Unit Cost    | Total Cost    |
|-------|-----------|--|----------|-----|--------------|---------------|
| 33    | 340.10130 | Concrete Curb & Gutter, MAG Std. Det. 220-1, Type A                              | 5,266    | LF  | \$ 12.68     | \$ 66,772.88  |
| 34    | 340.11200 | Concrete Mountable Curb Without Gutter, MAG Std. Det. 220-2, Type F              | 96       | LF  | \$ 21.68     | \$ 2,081.28   |
| 35    | 340.14100 | Concrete Single Curb, MAG Std. Det. 222, Type A                                  | 4,386    | LF  | \$ 12.08     | \$ 52,982.88  |
| 36    | 340.20100 | Concrete Curb Transition, MAG Std. Det. 220-2, Type F to Type A                  | 40       | LF  | \$ 21.17     | \$ 846.80     |
| 37    | 340.30150 | Concrete Curb Ramp, MAG Std. Det. 235-4, Type B, w/Detectable Warning            | 1        | EA  | \$ 939.26    | \$ 939.26     |
| 38    | 340.42000 | Concrete Sidewalk Ramp w/Detectable Warning, Per City of Chandler Det. C-258     | 3        | EA  | \$ 729.75    | \$ 2,189.25   |
| 39    | 340.43000 | Dual Concrete Sidewalk Ramp w/Detectable Warning, Per City of Phoenix Det. P1236 | 3        | EA  | \$ 3,273.03  | \$ 9,819.09   |
| 40    | 340.48200 | Concrete Sidewalk, 6' Wide, MAG Std. Det. 230                                    | 29,957   | SF  | \$ 3.67      | \$ 109,942.19 |
| 41    | 340.51200 | Concrete Driveway Entrance, MAG Std. Det. 250-1 (Commercial/Industrial)          | 330      | SF  | \$ 6.30      | \$ 2,079.00   |
| 42    | 340.52300 | Concrete Driveway Entrance, MAG Std. Det. 250-2 w/Attached Sidewalk              | 1,150    | SF  | \$ 6.30      | \$ 7,245.00   |
| 43    | 340.70000 | Concrete Median Paving   | 960      | SF  | \$ 5.57      | \$ 5,347.20   |
| 44    | 340.71000 | Concrete Median Nose Transition, MAG Std. Det. 223                               | 42       | SF  | \$ 24.33     | \$ 1,021.86   |
| 45    | 340.72000 | Concrete Median R&R - Detour Road  | 1        | LS  | \$ 28,855.83 | \$ 28,855.83  |
| 46    | 342.31100 | Decorative Brick Paver   | 1,300    | SF  | \$ 8.54      | \$ 11,102.00  |
| 47    | 345.10000 | Adjust Cathodic Protection, MAG Std. Det. 270                                    | 1        | EA  | \$ 2,300.00  | \$ 2,300.00   |
| 48    | 345.31000 | Adjust Frame and Covers, MAG Std. Det. 391-1 Type A                              | 24       | EA  | \$ 300.00    | \$ 7,200.00   |
| 49    | 345.51000 | Adjust Manhole, Frame & Cover, MAG Std. Det. 422                                 | 10       | EA  | \$ 325.00    | \$ 3,250.00   |
| 50    | 345.51100 | Adjust Manhole, Frame & Cover, MAG Std. Det. 423 and Rotate Barrel               | 4        | EA  | \$ 2,298.23  | \$ 9,192.92   |
| 51    | 350.32010 | Relocate Existing Air Release Valve  | 2        | EA  | \$ 2,271.85  | \$ 4,543.70   |
| 52    | 350.33310 | Relocate Existing Water Meter  | 1        | EA  | \$ 1,588.80  | \$ 1,588.80   |
| 53    | 350.32320 | Relocate Existing Fire Hydrant   | 2        | EA  | \$ 2,059.26  | \$ 4,118.52   |
| 54    | 350.33100 | Relocate Existing Traffic Sign   | 9        | EA  | \$ 235.00    | \$ 2,115.00   |
| 55    | 350.32100 | Relocate Existing Business Sign  | 3        | EA  | \$ 300.00    | \$ 900.00     |
| 56    | 350.33400 | Relocate Existing School Zone Sign & Flashers                                    | 1        | EA  | \$ 1,286.00  | \$ 1,286.00   |
| 57    | 350.40100 | Remove Existing Asphalt  | 14,300   | SY  | \$ 1.98      | \$ 28,314.00  |
| 58    | 350.40110 | Remove Existing Asphalt - Detour Road  | 5,720    | SY  | \$ 0.89      | \$ 5,090.80   |
| 59    | 350.42200 | Remove Existing Concrete Curb and Gutter   | 104      | LF  | \$ 4.85      | \$ 504.40     |
| 60    | 350.42220 | Remove Existing Concrete Cut-off Wall  | 240      | LF  | \$ 35.43     | \$ 8,503.20   |
| 61    | 350.42700 | Remove Existing Concrete Headwall  | 2        | EA  | \$ 856.30    | \$ 1,712.60   |
| 62    | 350.43100 | Remove Existing Concrete Sidewalk Ramps  | 601      | SF  | \$ 0.98      | \$ 588.98     |
| 63    | 350.44120 | Remove Existing Irrigation Ditch   | 100      | LF  | \$ 7.35      | \$ 735.00     |
| 64    | 350.44700 | Remove Existing Rip Rap  | 1,025    | SY  | \$ 25.59     | \$ 26,229.75  |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)

## Hunter Contracting Company

2/27/2018

## GMP Schedule of Values

## Power Road Ocotillo to Brooks Farm &amp; Ocotillo Sewer Main Project

## GMP Schedule of Values

| CBS # | Item ID   | Description   | Quantity | UoM | Unit Cost     | Total Cost    |
|-------|-----------|---|----------|-----|---------------|---------------|
| 65    | 350.45110 | Remove Existing Pull Box  | 4        | EA  | \$ 25.00      | \$ 100.00     |
| 66    | 350.45200 | Remove Existing Tree, (Greater Than 12")                              | 2        | EA  | \$ 586.21     | \$ 1,172.42   |
| 67    | 350.50161 | Remove Existing Pipe, Backfill & Compact, (Depth = 24") - Detour Road | 500      | LF  | \$ 21.86      | \$ 10,930.00  |
| 68    | 350.53170 | Remove Existing Pipe, Storm Drain 18"                                 | 70       | LF  | \$ 20.84      | \$ 1,458.80   |
| 69    | 350.53180 | Remove Existing Pipe, Storm Drain 24"                                 | 330      | LF  | \$ 23.61      | \$ 7,791.30   |
| 70    | 350.54150 | Remove Existing Pipe, Waterline 12"                                   | 100      | LF  | \$ 23.35      | \$ 2,335.00   |
| 71    | 350.56700 | Remove and Salvage Existing Traffic Signal Equipment                  | 1        | LS  | \$ 644.00     | \$ 644.00     |
| 72    | 401.21010 | Barricade, MAG Std. Det. 130, Type A                                  | 12       | LF  | \$ 60.00      | \$ 720.00     |
| 73    | 405.31000 | Survey Marker, MAG Std. Det. 120, Type A                              | 2        | EA  | \$ 325.00     | \$ 650.00     |
| 74    | 415.33110 | Pedestrian and Traffic Guardrail                                      | 370      | LF  | \$ 275.93     | \$ 102,094.10 |
| 75    | 430.41010 | Decomposed Granite - 1/2" - (2" Thick)                                | 86,077   | SF  | \$ 0.57       | \$ 49,063.89  |
| 76    | 460.11000 | Obliterate Existing Striping  | 7,815    | LF  | \$ 0.40       | \$ 3,126.00   |
| 77    | 460.12000 | Obliterate Existing Symbol  | 6        | EA  | \$ 50.00      | \$ 300.00     |
| 78    | 461.10100 | Paint Traffic Stripe - White 4"                                       | 24,993   | LF  | \$ 0.15       | \$ 3,748.95   |
| 79    | 461.10110 | Paint Traffic Stripe - White 4" - Detour Road                         | 9,400    | LF  | \$ 0.15       | \$ 1,410.00   |
| 80    | 461.10200 | Paint Traffic Stripe - Yellow 4"                                      | 4,045    | LF  | \$ 0.15       | \$ 606.75     |
| 81    | 461.10210 | Paint Traffic Stripe - Yellow 4" - Detour Road                        | 9,000    | LF  | \$ 0.15       | \$ 1,350.00   |
| 82    | 461.11000 | Paint Median Nose   | 4        | EA  | \$ 125.00     | \$ 500.00     |
| 83    | 462.11000 | Thermoplastic Traffic Stripe - White 4"                               | 19,960   | LF  | \$ 0.38       | \$ 7,584.80   |
| 84    | 462.21000 | Thermoplastic Traffic Stripe - Yellow 4"                              | 4,045    | LF  | \$ 0.38       | \$ 1,537.10   |
| 85    | 462.32000 | Thermoplastic Arrow   | 15       | EA  | \$ 150.00     | \$ 2,250.00   |
| 86    | 462.33000 | Thermoplastic Bike Lane Symbol  | 5        | EA  | \$ 195.00     | \$ 975.00     |
| 87    | 463.14000 | Reflectorized Raised Pavement Marker - Type D (Yellow, 2-Way)         | 210      | EA  | \$ 4.50       | \$ 945.00     |
| 88    | 463.15000 | Reflectorized Raised Pavement Marker - Type G (Clear, 1-Way)          | 390      | EA  | \$ 4.50       | \$ 1,755.00   |
| 89    | 465.10200 | Flat Sheet Aluminum Sign Panel, Diamond Grade                         | 130      | SF  | \$ 25.00      | \$ 3,250.00   |
| 90    | 465.12000 | Perforated Sign Post (2S)   | 199      | LF  | \$ 13.95      | \$ 2,776.05   |
| 91    | 465.31000 | Sign Post Foundation  | 16       | EA  | \$ 95.00      | \$ 1,520.00   |
| 92    | 470.10000 | SRP Related Work  | 1        | LS  | \$ 168,246.15 | \$ 168,246.15 |
| 93    | 471.10210 | Electrical Conduit - Schedule 40 PVC - 2" (Trench)(Street Lighting)   | 120      | LF  | \$ 5.46       | \$ 655.20     |
| 94    | 471.10210 | Electrical Conduit - Schedule 40 PVC - 2" (Trench)(Traffic Signal)    | 71       | LF  | \$ 7.48       | \$ 531.08     |
| 95    | 471.10410 | Electrical Conduit - Schedule 40 PVC - 3" (Trench)(Street Lighting)   | 3,170    | LF  | \$ 12.98      | \$ 41,146.60  |
| 96    | 471.10410 | Electrical Conduit - Schedule 40 PVC - 3" (Trench)(Traffic Signal)    | 20       | LF  | \$ 14.38      | \$ 287.60     |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)

## Hunter Contracting Company

2/27/2018

## GMP Schedule of Values

## Power Road Ocotillo to Brooks Farm &amp; Ocotillo Sewer Main Project

## GMP Schedule of Values

| CBS # | Item ID   | Description   | Quantity | UoM | Unit Cost    | Total Cost   |
|-------|-----------|---|----------|-----|--------------|--------------|
| 97    | 471.20100 | Electrical Conduit - Schedule 40 PVC - 1-3" (ITS Conduit)                   | 60       | LF  | \$ 16.10     | \$ 966.00    |
| 98    | 471.20200 | Electrical Conduit - Schedule 40 PVC - 2-3" (ITS & Street Lighting Conduit) | 4,154    | LF  | \$ 22.79     | \$ 94,669.66 |
| 99    | 471.20200 | Electrical Conduit - Schedule 40 PVC - 2-3" (Traffic Signal)                | 73       | LF  | \$ 18.40     | \$ 1,343.20  |
| 100   | 471.20300 | Electrical Conduit Sleeve - Schedule 40 PVC - 1-4" (ITS Conduit)            | 602      | LF  | \$ 17.00     | \$ 10,234.00 |
| 101   | 471.20400 | Electrical Conduit Sleeve - Schedule 40 PVC - 1-18" (ITS Conduit)           | 40       | LF  | \$ 42.00     | \$ 1,680.00  |
| 102   | 471.70110 | Pull Box No. 5  | 24       | EA  | \$ 290.00    | \$ 6,960.00  |
| 103   | 471.70220 | Pull Box No. 7 w/Extension  | 4        | EA  | \$ 546.25    | \$ 2,185.00  |
| 104   | 471.70300 | Pull Box No. 9 Vault  | 7        | EA  | \$ 2,817.50  | \$ 19,722.50 |
| 105   | 472.20100 | Pole Foundation, Type A   | 4        | EA  | \$ 575.00    | \$ 2,300.00  |
| 106   | 472.20700 | Pole Foundation, Type Q   | 1        | EA  | \$ 1,782.50  | \$ 1,782.50  |
| 107   | 472.20800 | Pole Foundation, Type R   | 1        | EA  | \$ 1,782.50  | \$ 1,782.50  |
| 108   | 474.20120 | Traffic Signal Pole, Type A   | 4        | EA  | \$ 720.48    | \$ 2,881.92  |
| 109   | 474.20500 | Traffic Signal Pole, Type Q   | 1        | EA  | \$ 5,183.63  | \$ 5,183.63  |
| 110   | 474.20600 | Traffic Signal Pole, Type R   | 1        | EA  | \$ 6,040.38  | \$ 6,040.38  |
| 111   | 474.30030 | Mast Arm, 30 Ft.  | 1        | EA  | \$ 2,047.00  | \$ 2,047.00  |
| 112   | 474.30055 | Mast Arm, 55 Ft.  | 1        | EA  | \$ 5,025.00  | \$ 5,025.00  |
| 113   | 476.10200 | Pedestrian Push Button w/Sign   | 10       | EA  | \$ 342.41    | \$ 3,424.10  |
| 114   | 476.20000 | Traffic Signal Indication Face (Pedestrian Man/Hand)                        | 10       | EA  | \$ 340.11    | \$ 3,401.10  |
| 115   | 476.20100 | Traffic Signal Indication Face - Type F                                     | 3        | EA  | \$ 411.41    | \$ 1,234.23  |
| 116   | 476.20200 | Traffic Signal Indication Face - Type Q                                     | 3        | EA  | \$ 661.25    | \$ 1,983.75  |
| 117   | 476.20300 | Traffic Signal Indication Face - Type R                                     | 1        | EA  | \$ 422.91    | \$ 422.91    |
| 118   | 476.30100 | Traffic Signal Mounting Assembly (Type II)                                  | 5        | EA  | \$ 148.93    | \$ 744.65    |
| 119   | 476.30300 | Traffic Signal Mounting Assembly (Type V)                                   | 10       | EA  | \$ 363.11    | \$ 3,631.10  |
| 120   | 476.30500 | Traffic Signal Mounting Assembly (Type XI)                                  | 2        | EA  | \$ 359.66    | \$ 719.32    |
| 121   | 476.40100 | Emergency Pre-Emption System  | 2        | EA  | \$ 2,842.23  | \$ 5,684.46  |
| 122   | 477.30110 | Luminaire, 250 W HPS, Street Light Including: Pole, Arm, Luminaire,         | 24       | EA  | \$ 2,390.85  | \$ 57,380.40 |
| 123   | 477.30110 | Luminaire, 250 W HPS (Traffic Signal)                                       | 2        | EA  | \$ 487.03    | \$ 974.06    |
| 124   | 477.60300 | Luminaire, Mast Arm 20' (Traffic Signal)                                    | 2        | EA  | \$ 1,238.55  | \$ 2,477.10  |
| 125   | 478.10000 | Electrical Conductors (Brooks Fram)   | 1        | LS  | \$ 16,393.25 | \$ 16,393.25 |
| 126   | 478.10000 | Electrical Conductors (Ocotillo)  | 1        | LS  | \$ 16,393.25 | \$ 16,393.25 |
| 127   | 477.90000 | Illuminated Street Name Sign  | 2        | EA  | \$ 5,666.05  | \$ 11,332.10 |
| 128   | 483.10100 | CCTV Camera   | 2        | EA  | \$ 4,756.40  | \$ 9,512.80  |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)

## Hunter Contracting Company

2/27/2018

## GMP Schedule of Values

## Power Road Ocotillo to Brooks Farm &amp; Ocotillo Sewer Main Project

## GMP Schedule of Values

| CBS #      | Item ID   | Description  | Quantity | UoM | Unit Cost            | Total Cost             |
|------------|-----------|--|----------|-----|----------------------|------------------------|
| 129        | 485.10000 | Video Detection Systems  | 1        | LS  | \$ 58,602.80         | \$ 58,602.80           |
| 130        | 486.20000 | Encom Radio and Antenna  | 2        | EA  | \$ 7,687.75          | \$ 15,375.50           |
| 131        | 505.46300 | Catch Basin, MAG Std. Det. 532, Type C                         | 2        | EA  | \$ 3,281.70          | \$ 6,563.40            |
| 132        | 505.52010 | 4' Concrete Scupper & Spillway, MAG Std. Det. 206, S/W=6'      | 4        | EA  | \$ 4,341.83          | \$ 17,367.32           |
| 133        | 505.52010 | 6' Concrete Scupper & Spillway, MAG Std. Det. 206, S/W=6'      | 1        | EA  | \$ 4,814.20          | \$ 4,814.20            |
| 134        | 505.52010 | 8.5' Concrete Scupper & Spillway, MAG Std. Det. 206, S/W=6'    | 1        | EA  | \$ 8,225.47          | \$ 8,225.47            |
| 135        | 505.30000 | Con-Arch 2 Barrel  | 331      | CY  | \$ 594.88            | \$ 196,905.28          |
| 136        | 505.10500 | Reinforcement Steel  | 65,497   | LB  | \$ 0.98              | \$ 64,187.06           |
| 137        | 505.70000 | Concrete Retaining Wall  | 317      | LF  | \$ 567.05            | \$ 179,754.85          |
| 138        | 505.81000 | Concrete Form-Liner  | 3,825    | SF  | \$ 5.87              | \$ 22,452.75           |
| 139        | 510.30110 | Decorative Column 2' x 2'                                      | 20       | EA  | \$ 2,521.40          | \$ 50,428.00           |
| 140        | 618.22130 | RGRCP Storm Drain, Class IV Pipe - 18"                         | 430      | LF  | \$ 67.47             | \$ 29,012.10           |
| 141        | 618.26000 | Irrigation Ditch Realignment (Non Lined Ditch)                 | 1,585    | LF  | \$ 8.38              | \$ 13,282.30           |
| 142        | 621.32020 | CMP, 18 Gauge (0.052 Thickness), Galvanized, 18"               | 70       | LF  | \$ 55.12             | \$ 3,858.40            |
| 143        | 621.32061 | CMP, 18 Gauge (0.052 Thickness), Galvanized, 36" - Detour Road | 500      | LF  | \$ 58.36             | \$ 29,180.00           |
| 144        | 621.41020 | End Section 18" CMP  | 1        | EA  | \$ 1,559.87          | \$ 1,559.87            |
| 145        | 621.41061 | End Section 36" CMP - Detour Road                              | 4        | EA  | \$ 463.41            | \$ 1,853.64            |
| 146        | 625.32030 | Stormceptor Manhole, MAG Std. Det. 520 & 522                   | 1        | EA  | \$ 17,039.34         | \$ 17,039.34           |
| 147        | 635.21030 | Vertical Realignment - 12" Waterline                           | 1        | EA  | \$ 24,201.09         | \$ 24,201.09           |
| <b>148</b> |           | <b>****Ocotillo Rd Sewer Main-Sonoqui Wash to Power Rd****</b> |          |     |                      |                        |
| 149        | 205.82000 | Drainage Excavation  | 332      | CY  | \$ 8.11              | \$ 2,692.52            |
| 150        | 336.20000 | Pavement Matching and Surfacing Replacement                    | 125      | SY  | \$ 24.41             | \$ 3,051.25            |
| 151        | 336.21000 | Sawcut Asphaltic Concrete                                      | 265      | LF  | \$ 2.04              | \$ 540.60              |
| 152        | 607.30000 | Trenchless Installation of Smooth Wall Jacking Pipe            | 80       | LF  | \$ 1,086.61          | \$ 86,928.80           |
| 153        | 615.24020 | PVC, 8" Pipe   | 60       | LF  | \$ 165.50            | \$ 9,930.00            |
| 154        | 615.24040 | PVC, 12" Pipe  | 1,385    | LF  | \$ 150.80            | \$ 208,858.00          |
| 155        | 615.50000 | Sewer Ceanout  | 1        | EA  | \$ 1,183.69          | \$ 1,183.69            |
| 156        | 618.11010 | Pipe Plug, MAG Std. Det. 427, 8" Pipe                          | 4        | EA  | \$ 278.23            | \$ 1,112.92            |
| 157        | 625.31030 | Sanitary Sewer Manhole, Polymer                                | 3        | EA  | \$ 22,604.65         | \$ 67,813.95           |
|            |           |  |          |     | <b>Project Total</b> | <b>\$ 5,646,657.54</b> |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)

Town of Queen Creek

2/12/2018

Power Road – Ocotillo Road to Brooks Farm Road (Project No. A1403)

Ocotillo Road Sewer Main, Sonoqui Wash to Power Road (Project No. 1776)

#### GMP Assumptions and Clarifications

1. The GMP is based on the following:
  - a. Power Road Ocotillo Road to Brooks Farm Road, undated “Not for Construction” plans by Stantec submitted on 11/30/2017.
  - b. Project Specifications were not available at the time of putting together the GMP.
  - c. Ocotillo Road Sewer Main Sonoqui Wash to Power Road plans by Hilgart Wilson date signed 8/24/17.
  - d. SRP preliminary design plans for Job #s T2206738 Rev 12-13-17 and T3021028 Rev 12-13-17.
2. QCID irrigation relocation on the west side of Power Road including removal of existing concrete ditch, pipe and structures are not included in the GMP. These are to be completed by QCID’s contractor.
3. GMP includes removal of existing asphalt on Power Road, Ocotillo and Brooks Farm Road to a depth of 3 inches. Exact thickness of existing asphalt is not known.
4. Asphalt prices are good through March 31, 2019.
5. Item 109.21000 Allowance for Extra Work – CIP includes the following items:
  - a. Design Development Contingency for any design changes that may occur between GMP submittal and “For Construction” plans.
  - b. Con Arch and Retaining Wall foundation Soil Stabilization Contingency for any over-excavation and soil stabilization that may be required in the wash due to wetness of the existing soil.
  - c. Detour Road Storm Event Restoration for restoration of the detour road if damaged in storm events during construction.



Power Road Ocotillo Road to Brooks Farm Road

Project # AI403

Subcontractor Selection Report

| Sub Category                   | Sub Solicited                        | Status         | Sub Selected  |
|--------------------------------|--------------------------------------|----------------|---|
| Quality Control                | ACS Services LLC                     | Bid Received   | ACS Services LLC  |
|                                | Alpha Geotechnical & Materials, Inc. | Bid Received   |   |
|                                | Atwell, LLC                          | Non Responsive |   |
|                                | Ninyo & Moore                        | Non Responsive |   |
|                                | SAECO                                | Bid Received   |   |
| Traffic Control                | Bob's Barricades                     | Non Responsive | National Barricade Company/ Howe Precast Conc. Barriers |
|                                | Howe Precast Conc. Barriers          | Bid Received   |   |
|                                | National Barricade Company           | Bid Received   |   |
|                                | Trafficade                           | Non Responsive |   |
| Construction Surveying         | Atwell, LLC                          | Non Responsive | EPS Group   |
|                                | E & A Consulting Group               | Non Responsive |   |
|                                | EPS Group                            | Bid Received   |   |
|                                | Ritoch- Powell & Associates          | Non Responsive |   |
|                                | The WLB Group, Inc.                  | Bid Received   |   |
| Concrete Reinforcement (Rebar) | Ammex Rebar Placers, Inc             | Non Responsive | Gerdau Reinforcing Steel                                |
|                                | Gerdau Reinforcing Steel             | Bid Received   |   |
|                                | Harris Rebar, Inc                    | Non Responsive |   |
|                                | Paradise Rebar                       | Non Responsive |   |
|                                | Tyler Reinforcing, LLC               | Bid Received   |   |
| Hand/ Guard Railing            | Bar T Equipment Service, Inc         | Bid Received   | Specialty Companies Group, LLC                          |
|                                | Five G Inc.                          | Non Responsive |   |
|                                | Grate Solutions Inc                  | Non Responsive |   |
|                                | Hunter Guardrail & Fence             | Non Responsive |   |
|                                | Specialty Companies Group, LLC       | Bid Received   |   |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)

**Power Road Ocotillo Road to Brooks Farm Road**

**Project # AI403**

**Subcontractor Selection Report**

| Sub Category              | Sub Solicited                      | Status         | Sub Selected                       |
|---------------------------|------------------------------------|----------------|------------------------------------|
| Traffic Signage           | Brown and White Inc.               | Non Responsive | Specialty Companies Group, LLC     |
|                           | Five G Inc                         | Non Responsive |                                    |
|                           | Hunter Guardrail & Fence           | Non Responsive |                                    |
|                           | Spears Construction Co.            | Bid Received   |                                    |
|                           | Specialty Companies Group, LLC     | Bid Received   |                                    |
| Electrical Contractor     | Arizona Traffic Signal             | Bid Received   | Kimbrell Electric, Inc.            |
|                           | CS Construction, Inc               | Non Responsive |                                    |
|                           | Kimbrell Electric, Inc.            | Bid Received   |                                    |
| Asphalt Paving            | L&L Asphalt LLC                    | Bid Received   | Paveco, Inc                        |
|                           | Paveco, Inc                        | Bid Received   |                                    |
|                           | Hunter Contracting Co.             | Bid Received   |                                    |
| Pavement Marking          | Franklin Striping, Inc             | Non Responsive | Sunline Contracting                |
|                           | Pavement Marking, Inc.             | Bid Received   |                                    |
|                           | Sunline Contracting                | Bid Received   |                                    |
| Precast Utility Structure | Contech                            | Bid Received   | Contech                            |
| Polymer Utility Structure | Armorock                           | Bid Received   | Armorock                           |
|                           | Sonoran Sales                      | Non Responsive |                                    |
| Jack & Bore               | Horizontal Boring & Tunneling, Inc | Bid Received   | Horizontal Boring & Tunneling, Inc |
|                           | Specialized Services Company       | Bid Received   |                                    |
|                           | Tetra Tech Utilities Construction  | Non Responsive |                                    |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)



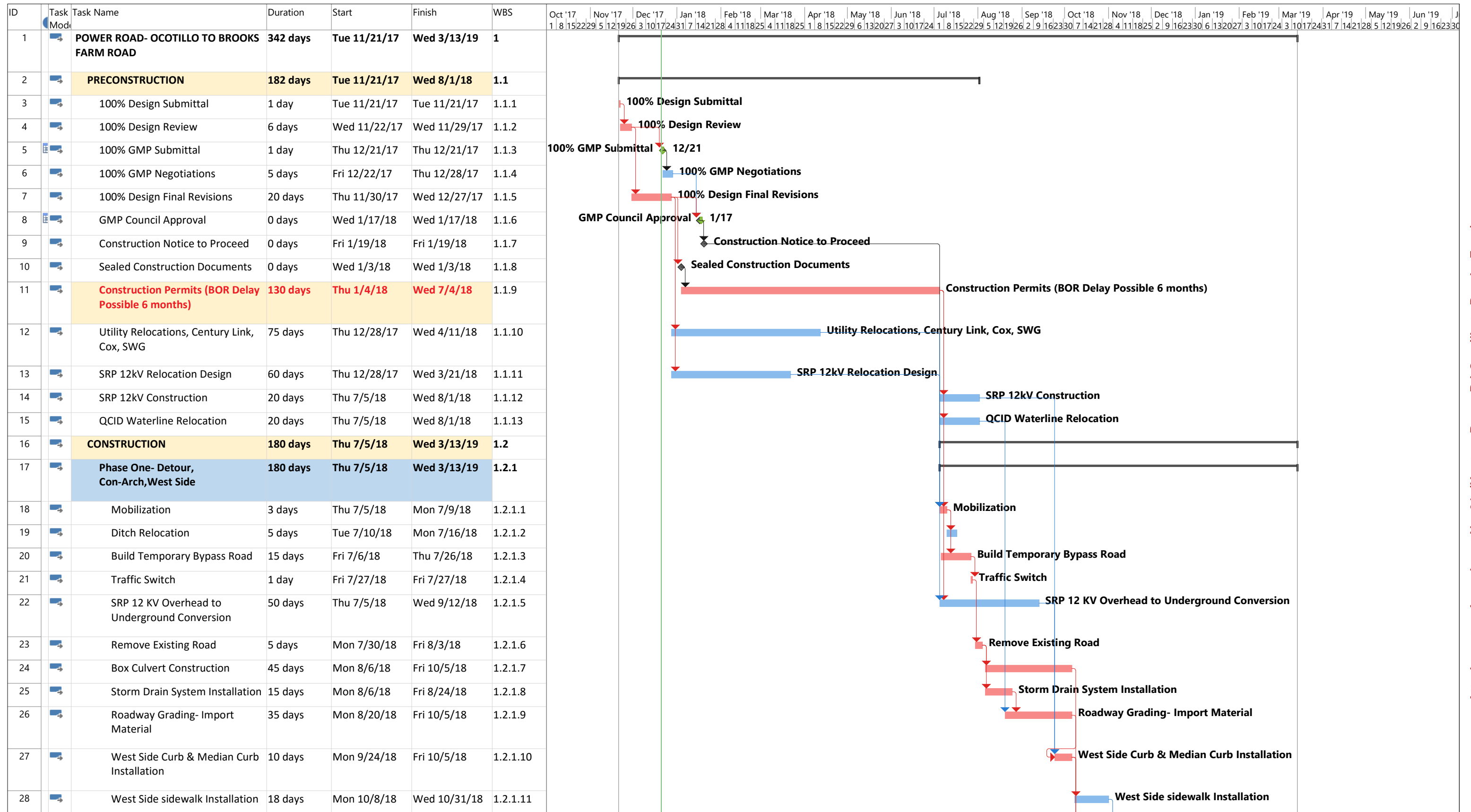
**Power Road Ocotillo Road to Brooks Farm Road**

**Project # AI403**

**Subcontractor Selection Report**

| Sub Category | Sub Solicited                   | Status       | Sub Selected                    |
|--------------|---------------------------------|--------------|---------------------------------|
| Pulverize    | Bryco Asphalt Milling           | Bid Received | Pavement Recycling Systems Inc. |
|              | Palo Verde Constructors         | Bid Received |                                 |
|              | Pavement Recycling Systems Inc. | Bid Received |                                 |
| Landscaping  | Sun Valley                      | Bid Received | LJ Landscaping                  |
|              | LJ Landscaping                  | Bid Received |                                 |
| Sweeping     | Offsite Sweeping LLC            | Bid Received | Offsite Sweeping LLC            |
|              | C&S Sweeping                    | Bid Received |                                 |

Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)

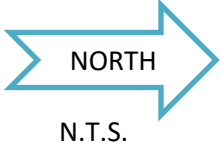


Attachment: a. Amendment No. 01 (Hunter - Power Rd-Ocotillo to Brooks Farm)

|  |           |                 |                    |                       |                |                    |                 |
|--|-----------|-----------------|--------------------|-----------------------|----------------|--------------------|-----------------|
| Project: Power Road- Ocotillo to Brooks Farm<br>Date: Thu 12/21/17 | Task      | Summary         | Inactive Milestone | Duration-only         | Start-only     | External Milestone | Critical Split  |
|  | Split     | Project Summary | Inactive Summary   | Manual Summary Rollup | Finish-only    | Deadline           | Progress        |
|  | Milestone | Inactive Task   | Manual Task        | Manual Summary        | External Tasks | Critical           | Manual Progress |



# Power Rd – Ocotillo Rd to Brooks Farm Rd - Project Site Map



Attachment: b. Site Map (Hunter - Power Rd-Ocotillo to Brooks Farm)



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 Kimley Horn and Associates in an amount not to exceed \$87,785 for engineering services for the design of the Cloud Road Waterline from Rittenhouse to Signal Butte Road (WA190); and necessary budget adjustments.

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends approval of an on-call project order with Kimley Horn and Associates in an amount not to exceed \$87,785 for Engineering Services for the design of the Cloud Road Waterline from Rittenhouse to Signal Butte Road; and necessary budget adjustments (WA190).

**Relevant Council Goal(s):**



Secure Future: KRA Environment

**Proposed Motion:**

Move to approve an on-call project order with Kimley Horn and Associates in an amount not to exceed \$87,785 for Engineering Services for the design of the Cloud Road Waterline from Rittenhouse to Signal Butte Road; and necessary budget adjustments (WA190).

**Discussion:**

On March 1, 2017, Town Council approved a Master On-Call Professional Services Contract (Town Contract #2017-036) for various identified professional services including Storm Water Management, Water & Waste Water System related services.

Kimley Horn and Associates is one of the firms selected to provide Water & Waste Water System related services to the Town.

The Town is currently under contract to designing water system improvements along Riggs Road from Ellsworth to Rittenhouse, Rittenhouse Road from Riggs to Cloud, and along Signal Butte Road from Cloud to Riggs. The herein proposed water system improvements will complete the water system that will be created with these other projects. The proposed water line improvements will extend along Cloud Road from Signal Butte to Rittenhouse. Construction of this line will serve to connect all of the new water lines adding both connectivity and redundancy to the Town's water system.

The proposed water system improvements will include a new 12-inch water main and new water service lines where appropriate. Additionally, the improvements will include several fire hydrants along the alignment which will provide additional infrastructure for our Fire and Medical emergency personnel. The proposed improvements are identified in the Town's 2017 approved Water Master Plan.

Town Utilities staff recommends that Council approve funding for the design of the 12 inch water line. Construction of the water line improvements is programmed to occur in fiscal year 2018/19 pending Council's approval of the proposed CIP budget.

**Fiscal Impact:**

The total not to exceed amount of \$87,785 includes the contract amount of \$79,805 plus \$7,980 (10%) in contingency for possible unanticipated, additional services.

Design of the proposed water line project was not included in the current fiscal year budget but was included in the Town's Water Master Plan. Per the reasons stated above, the project has been identified as important to move forward so that improvements can be performed in conjunction with the adjacent improvement projects and to provide connectivity and redundancy in the Town's water system.

A budget adjustment of \$87,785 is requested from Contingency to fully execute this contract for the current fiscal year.

**Alternatives:**

Town Council may elect to approve all or a portion of the design proposed herein. If Council does not approve or partially approves, Utility Staff will work with Council members to understand their concerns and to identify a path towards eventually completing the design of the improvements.

**Attachment(s):**

PROJECT ORDER 2 - Kimley Horn

Site Map



**MASTER ENGINEERING AGREEMENT**  
**PROJECT ORDER: No. 2**  
**TOQC Proj. No. WA190**

**DATE: 2/13/18**

**Issued by: Utilities Department**

**Issued to: Kimley-Horn and Associates, Inc.**  
**7740 N. 16th Street, Suite 300**  
**Phoenix, Arizona 85020**

**Project: Cloud Road Waterline**  
**TOQC Proj. No. WA190**

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 2017-036, dated March 1, 2107 between the Consultant and Town.

**GENERAL PROJECT DESCRIPTION AND SCOPE OF CONSULTANT'S WORK:**

**Background:**

The Town of Queen Creek is proposing to install approximately 2,800 linear feet of 12" potable water pipeline on Cloud Road from approximately Rittenhouse Road to approximately 2,800 feet west to Signal Butte. The proposal includes professional engineering services for the design of this pipeline.

**Scope of Work:**

Engineering Services for the Cloud Road Waterline as outlined in the attached scope of work dated February 13, 2018.

**PROJECT SCHEDULE:**

Services to begin upon Notice to Proceed.

**BASIS FOR PAYMENT:**

Project costs is **\$79,805** as outlined in the attached Scope of Work dated **February 13, 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

**Kimley-Horn and Associates, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment: PROJECT ORDER 2 - Kimley Horn (Kimley Horn Project Order 2 - Cloud Road Waterline Design)



February 13, 2018

Darren Farar  
Town of Queen Creek  
22358 S. Ellsworth Road  
Queen Creek, AZ 85142

**RE: Town of Queen Creek  
Cloud Road Waterline  
Scope of Work and Design Fee Proposal**

Dear Mr. Farar,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to provide the Town of Queen Creek with professional engineering services for the design of a 12-inch potable water pipeline on Cloud Road from approximately Rittenhouse Road to approximately 2,800 feet west to Signal Butte.

Kimley-Horn's professional service cost is as follows:

|                                   |          |
|-----------------------------------|----------|
| Kimley-Horn Subtotal Direct Labor | \$50,348 |
| Subconsultant Tasks (Survey)      | \$3,100  |
| Expenses                          | \$469    |
| Allowances                        |          |
| Bid Packaging (Kimley-Horn)       | \$11,513 |
| Potholing Allowance               | \$12,375 |
| Sub Allowance (EPS)               | \$2,000  |

Kimley-Horn's total proposal cost, including allowances, is \$79,805. Allowance items will only be performed upon the approval from the Town.

The scope of work and fee has been prepared based upon the information obtained during conversations with Darren Farar on January 24, 2018 and subsequent communications. We very much appreciate the opportunity to work with the Town on this project. Should you have any questions please do not hesitate to contact me at (602) 678-3440 or robert.lyons@kimley-horn.com.

Sincerely,  
Kimley-Horn and Associates, Inc.

Robert Lyons, P.E.  
Project Manager

Enclosure

## CLOUD ROAD WATERLINE DESIGN SERVICES TOWN OF QUEEN CREEK

### SCOPE OF SERVICES

#### PROJECT DESCRIPTION

The Town of Queen Creek (Town) is proposing to install approximately 2,800 linear feet of 12" potable water pipeline on Cloud Road from approximately Rittenhouse Road to approximately 2,800 feet west to Signal Butte.

A preliminary schedule for the proposed services is provided below:

- Council Approval – TBD
- NTP – TBD
- Field Review – Within two week of NTP
- Survey Complete – Within four weeks of NTP
- Roll Plot/Alignment Review – Within five weeks of NTP
- Prefinal Design Plans and ATC Submittal – Within seven weeks of NTP
- Town Review – Within nine weeks of NTP
- Prepare Easement Legals/Exhibits – Within nine weeks of NTP
- Final Sealed Plans – Within eleven weeks of NTP

#### PROJECT SCOPE OF SERVICES

Based on our understanding of the project, the following outlines the tasks associated with our scope of work:

##### Task No. 1 – Data Collection and Field Investigation

- Kimley-Horn will research/coordinate obtaining existing roadway, water, sewer, dry utilities, and drainage record (as-built) plans.
- Kimley-Horn has included one site visit by Kimley-Horn staff to review the project site following Notice to Proceed. This site visit it anticipated to be completed with Town staff to walk various sections of the project limits.

##### Task No. 2 – Survey and Mapping

- Kimley-Horn's subconsultant (EPS) will provide the control and topographic survey. A copy of the our subconsultant's scope and fee is provided in **Appendix B**.

##### Task No. 3 – Utility Coordination

- Kimley-Horn will contact Arizona Blue Stake (AZ811) to define all utilities within the project limits. Utility record drawings (as built) plans obtained will be used to confirm existing utilities on the construction plans.

- Kimley-Horn will prepare an electronic CADD file depicting the horizontal locations of existing utilities both overhead and underground. The utility mapping will consist of ASCE Levels C and D.
- Kimley-Horn will update the utility base file based on comments received from the utility companies.
- Kimley-Horn will hold up to one utility coordination meeting and will prepare and distribute meeting notes to all attendees.
- Kimley-Horn will prepare a list of required potholes to identify depths of crossing utilities. Potholes will be performed by either the Town or by our subconsultant, RT Underground under the Allowance.

#### **Task No. 4 – Waterline Design**

Kimley-Horn will provide plans for approximately 2,800 linear feet of 12” waterline at the limits indicated above. Work will include:

- Cover sheet
- Notes sheet
- Key map and legend
- Up to six plan/profile sheets at 20 scale
- Up to one detail sheets (trench section, tie-ins, box replacement/upgrade)

Work also includes responses to requests for information during construction. This task is anticipated to be minimal and require no more than eight total hours.

#### **Task No. 5 – Quantities**

Kimley-Horn will prepare summary of quantities for each submittal. It is assumed that there will be two submittals – prefinal and final. The summary of quantities will also be placed on the plans.

#### **Task No. 6 – Maricopa County Approval to Construct and Approval of Construction**

The proposed waterline work will require a Maricopa County Department of Environmental Services Department (MCDSD) Approval to Construct permit. Kimley-Horn will prepare the permit submittal package for Town review and signatures prior to submission to MCESD. This work will include preparation of the application and the associated water report. It is assumed that the report will not require hydraulic modelling.

Kimley-Horn will provide construction observation for up to three site visits for a total time of five hours each including travel time. This is a requirement for the Approval of Construction.

#### **Task No. 7 - Project Management, Administration, and Meetings**

Kimley-Horn’s project management and administration includes developing/maintaining the project schedule, project accounting setup, invoicing, contract management, Certificate of Insurance requirements, quality assurance/quality control, maintaining a project status binder, CADD maintenance, email/document filing, and internal team project meetings.

- Kimley-Horn has included weekly progress coordination meetings that will be held through a conference call.

### **ADDITIONAL DESIGN SERVICES ALLOWANCES**

#### **KIMLEY-HORN – BID PACKAGING**

Kimley-Horn will provide additional design services should the project be advertised for construction. Work will include preparation of bid tabs, opinion of probable construction cost, and project specifications. Kimley-Horn will also provide bid assistance and responses to RFIs during construction. The amount of this effort is as assumed in fee proposal.

#### **RT UNDERGROUND – UTILITY POTHOLING**

Kimley-Horn subconsultant (RT Underground) will provide up to 15 potholes where elevations are necessary for the determination of conflicts. Kimley-Horn will provide a list of the possible utility conflict locations. This list shall be used for identification of potholing locations to provide accurate horizontal and vertical location of the utility. This work will be covered under an allowance item.

#### **EPS – LEGAL EXHIBITS AND DESCRIPTIONS**

Kimley-Horn subconsultant (EPS) will provide up to four legals and exhibits for potentially needed easements or right-of-way. A copy of the our subconsultant's scope and fee is provided in **Appendix B**.

#### **Items Not Included in Scope:**

1. Additional details, meetings, and submittals other than those stated within this scope.
2. Significant extension of schedule beyond Kimley-Horn's control.
3. Additional design in excess of the limits indicated above.
4. Permit fees. It is assumed that all permit fees will be paid for by the Town.
5. Relocation of miscellaneous improvements that may require relocation due to the proposed pipeline improvements in addition to pavement replacement.
6. Water and Sewer design services, beyond those included within the scope.
7. Construction administration, post design services, and inspection services, beyond those explicitly included within the scope.

## **APPENDIX A**

### **Kimley-Horn Fee Proposal**

**Town of Queen Creek  
CLOUD ROAD WATERLINE  
Fee Proposal  
2/13/2018**

|   |                  | PM               | Sr. Engr./<br>Sr. Prof. | PE / Prof        | Sr. Desgnr       | Tech /<br>Drafter | EIT / Analyst    | Accounting<br>Admin | Admin           |
|---|------------------|------------------|-------------------------|------------------|------------------|-------------------|------------------|---------------------|-----------------|
| <b>TASK DESCRIPTION</b>   | <b>SUBTOTAL</b>  | <b>\$ 210.00</b> | <b>\$ 179.00</b>        | <b>\$ 147.00</b> | <b>\$ 151.49</b> | <b>\$ 111.61</b>  | <b>\$ 106.72</b> | <b>\$ 115.00</b>    | <b>\$ 76.07</b> |
| <b>Task 1: Data Collection and Field Investigation</b>                            | <b>\$ 2,817</b>  | <b>6</b>         | <b>-</b>                | <b>7</b>         | <b>-</b>         | <b>2</b>          | <b>-</b>         | <b>-</b>            | <b>4</b>        |
| As-Built Research and Other Project Development Information                       | \$ 675           |                  |                         | 1                |                  | 2                 |                  |                     | 4               |
| Field Review  | \$ 2,142         | 6                |                         | 6                |                  |                   |                  |                     |                 |
| <b>Task 2: Survey and Mapping</b>   | <b>\$ 1,769</b>  | <b>-</b>         | <b>-</b>                | <b>9</b>         | <b>-</b>         | <b>4</b>          | <b>-</b>         | <b>-</b>            | <b>-</b>        |
| Coordinate with Survey Subconsultant  | \$ 593           |                  |                         | 1                |                  | 4                 |                  |                     |                 |
| Coordinate R/W with Subconsultant   | \$ 588           |                  |                         | 4                |                  |                   |                  |                     |                 |
| Coordinate Legal Description and Exhibits   | \$ 588           |                  |                         | 4                |                  |                   |                  |                     |                 |
| <b>Task 3: Utility Coordination</b>   | <b>\$ 4,531</b>  | <b>4</b>         | <b>-</b>                | <b>19</b>        | <b>-</b>         | <b>6</b>          | <b>-</b>         | <b>-</b>            | <b>3</b>        |
| AZ Blue Stake & Mapping   | \$ 522           |                  |                         | 2                |                  |                   |                  |                     | 3               |
| Develop Base File   | \$ 964           |                  |                         | 2                |                  | 6                 |                  |                     |                 |
| Utility Coordination Meeting & Notes (1 mtgs)                                     | \$ 1,365         | 3                |                         | 5                |                  |                   |                  |                     |                 |
| Develop Utility Pothole Forms and Coordiantion with Pothole Subconsultant/Town    | \$ 588           |                  |                         | 4                |                  |                   |                  |                     |                 |
| Review Utility Responses to Conflict Reviews                                      | \$ 1,092         | 1                |                         | 6                |                  |                   |                  |                     |                 |
| <b>Task 4: Waterline Design</b>   | <b>\$ 28,329</b> | <b>10</b>        | <b>14</b>               | <b>38</b>        | <b>54</b>        | <b>102</b>        | <b>-</b>         | <b>-</b>            | <b>-</b>        |
| Cover Sheet (1 Sht)   | \$ 749           |                  |                         |                  | 2                | 4                 |                  |                     |                 |
| Notes Sheet (1 Sht)   | \$ 896           |                  |                         | 1                | 2                | 4                 |                  |                     |                 |
| Key Map and Legend (1 Sht)  | \$ 1,120         |                  |                         | 1                | 2                | 6                 |                  |                     |                 |
| Plan/Profile Sheets (6 Shts)  | \$ 23,118        | 6                | 12                      | 28               | 44               | 80                |                  |                     |                 |
| Detail Sheets (1 Shts)  | \$ 3,194         |                  | 2                       | 4                | 6                | 12                |                  |                     |                 |
| Respond to RFIs   | \$ 1,428         | 4                |                         | 4                |                  |                   |                  |                     |                 |
| <b>Task 5: Quantities</b>   | <b>\$ 1,302</b>  | <b>2</b>         | <b>-</b>                | <b>6</b>         | <b>-</b>         | <b>-</b>          | <b>-</b>         | <b>-</b>            | <b>-</b>        |
| Prepare Quantities  | \$ 1,302         | 2                |                         | 6                |                  |                   |                  |                     |                 |
| <b>Task 6: Maricopa County Approval to Construct and Approval of Construction</b> | <b>\$ 3,966</b>  | <b>4</b>         | <b>-</b>                | <b>-</b>         | <b>-</b>         | <b>-</b>          | <b>8</b>         | <b>-</b>            | <b>-</b>        |
| Prepare Application   | \$ 637           | 1                |                         |                  |                  |                   | 4                |                     |                 |
| Waterline Report  | \$ 637           | 1                |                         |                  |                  |                   | 4                |                     |                 |
| Approval of Construction and Construction Oversight                               | \$ 2,692         | 2                |                         |                  | 15               |                   |                  |                     |                 |
| <b>Task 7: Project Management, Admin &amp; Meetings</b>                           | <b>\$ 7,635</b>  | <b>16</b>        | <b>4</b>                | <b>18</b>        | <b>-</b>         | <b>-</b>          | <b>-</b>         | <b>-</b>            | <b>12</b>       |
| Contract Management & Documentation   | \$ 2,173         | 6                |                         |                  |                  |                   |                  |                     | 12              |
| Monthly Progress Memo (4 Months x 1 hour each)                                    | \$ 840           | 4                |                         |                  |                  |                   |                  |                     |                 |
| Quality Control   | \$ 1,892         |                  | 4                       | 8                |                  |                   |                  |                     |                 |
| Attendance and Notes for Weekly Conference Calls                                  | \$ 2,730         | 6                |                         | 10               |                  |                   |                  |                     |                 |
| <b>SUBTOTAL DIRECT LABOR</b>  | <b>\$ 50,348</b> | <b>42</b>        | <b>18</b>               | <b>97</b>        | <b>54</b>        | <b>114</b>        | <b>8</b>         | <b>0</b>            | <b>19</b>       |

Attachment: PROJECT ORDER 2 - Kimley Horn (Kimley Horn Project Order 2 - Cloud Road Waterline

**Town of Queen Creek  
CLOUD ROAD WATERLINE  
Fee Proposal  
2/13/2018**

|   |                  | PM        | Sr. Engr./<br>Sr. Prof. | PE / Prof | Sr. Desgnr | Tech /<br>Drafter | EIT / Analyst | Accounting<br>Admin | Admin    |
|---|------------------|-----------|-------------------------|-----------|------------|-------------------|---------------|---------------------|----------|
| <b>TASK DESCRIPTION</b>                               | <b>SUBTOTAL</b>  | \$ 210.00 | \$ 179.00               | \$ 147.00 | \$ 151.49  | \$ 111.61         | \$ 106.72     | \$ 115.00           | \$ 76.07 |
| <b>SUBCONSULTANTS TASKS</b>                           |                  |           |                         |           |            |                   |               |                     |          |
| <b>EPS - SURVEY &amp; RIGHT-OF-WAY</b>                | <b>\$ 3,100</b>  |           |                         |           |            |                   |               |                     |          |
| Topo Survey   | \$ 3,100         |           |                         |           |            |                   |               |                     |          |
| <b>DIRECT EXPENSES</b>                                |                  |           |                         |           |            |                   |               |                     |          |
| <b>EXPENSES</b>                                       | <b>\$ 469</b>    |           |                         |           |            |                   |               |                     |          |
| Courier (5 @ \$40.00)                                 | \$ 200           |           |                         |           |            |                   |               |                     |          |
| Mileage (90 roundtrip miles, 5 trips @\$0.56/mile)    | \$ 269           |           |                         |           |            |                   |               |                     |          |
| <b>CONTRACT TOTAL (WITHOUT ALLOWANCE)</b>             | <b>\$ 53,917</b> |           |                         |           |            |                   |               |                     |          |
| <b>KIMLEY-HORN ALLOWANCES</b>                         |                  |           |                         |           |            |                   |               |                     |          |
| <b>Kimley-Horn Allowances</b>                         | <b>\$ 11,513</b> | 11        | -                       | 12        | 27         | 30                | -             | -                   | -        |
| Bid Packaging   | \$ -             |           |                         |           |            |                   |               |                     |          |
| Bid tabs  | \$ 1,334         | 1         |                         |           | 3          | 6                 |               |                     |          |
| Project specifications                                | \$ 4,476         | 4         |                         |           | 24         |                   |               |                     |          |
| Bid assistance/RFIs                                   | \$ 5,703         | 6         |                         | 12        |            | 24                |               |                     |          |
| <b>SUBTOTAL DIRECT LABOR FOR ALLOWANCES</b>           | <b>\$ 11,513</b> |           |                         |           |            |                   |               |                     |          |
| <b>SUBCONSULTANT ALLOWANCES</b>                       |                  |           |                         |           |            |                   |               |                     |          |
| <b>RT UNDERGROUND - UTILITY POTHOLING (ALLOWANCE)</b> | <b>\$ 12,375</b> |           |                         |           |            |                   |               |                     |          |
| Potholing Services (15 at \$500 each)                 | \$ 7,500         |           |                         |           |            |                   |               |                     |          |
| ABC Slurry Backfill (15 at \$125 each)                | \$ 1,875         |           |                         |           |            |                   |               |                     |          |
| Hot Mix Asphalt Patch Back (15 at \$75 each)          | \$ 1,125         |           |                         |           |            |                   |               |                     |          |
| Traffic Control (15 at \$75 each)                     | \$ 1,125         |           |                         |           |            |                   |               |                     |          |
| Permits (1 at \$750)                                  | \$ 750           |           |                         |           |            |                   |               |                     |          |
| <b>EPS CONSULTING - SURVEY</b>                        | <b>\$ 2,000</b>  |           |                         |           |            |                   |               |                     |          |
| Legals and Exhibits (4x\$500)                         | \$ 2,000         |           |                         |           |            |                   |               |                     |          |
| <b>DIRECT EXPENSES (ALLOWANCE)</b>                    |                  |           |                         |           |            |                   |               |                     |          |
| <b>EXPENSES</b>                                       | <b>\$ -</b>      |           |                         |           |            |                   |               |                     |          |
|   |                  |           |                         |           |            |                   |               |                     |          |
| <b>SUBTOTAL OF ALLOWANCES</b>                         | <b>\$ 25,888</b> |           |                         |           |            |                   |               |                     |          |
| <b>CONTRACT TOTAL (WITH ALLOWANCES)</b>               | <b>\$ 79,805</b> |           |                         |           |            |                   |               |                     |          |

Attachment: PROJECT ORDER 2 - Kimley Horn (Kimley Horn Project Order 2 - Cloud Road Waterline



**APPENDIX B**

**EPS**

**Scope and Fee Proposal**



**Kimley-Horn**

Attn: Mr. Robert Lyons

Via email: Robert.lyons@kimley-horn.com

February 1, 2018

Re: **Proposal for Land Surveying Services  
Cloud Road - Rittenhouse Road to Signal Butte Road**

Dear Mr. Lyons:

EPS Group, Inc. (EPS Group) is pleased to provide you with a scope of services and fees to provide survey services for the site referenced above.

**Project Understanding:**

We understand that Kimley Horn (Client) would like EPS Group (Consultant) to provide topographic basemapping for waterline design purposes for the above referenced site. EPS Group will utilize basemap data prepared for the Town of Queen Creek Cloud Road Sewer Extension project WW015 and WW027 and extend the cross sections east to Rittenhouse Road (EPS project 12-042.10).

**Scope of Services:**

**Topographic Basemapping**

**Fixed Fee: \$2,500**

EPS Group will extend existing basemapping referenced above east to the intersection with Rittenhouse Road. The basemapping will be prepared using conventional ground survey methods, or aerial mapping supplemented with ground survey locations. Approximately 90' wide cross sections, centered on the roadway, will be provided at a minimum at 50' intervals, plus visible grade breaks. Full roadway intersection detail will be collected at the intersection of Rittenhouse Road. Existing utilities will be located in the field and added to the topographic data base including overhead lines. Sewer manhole inverts will be collected. Inverts for storm drain manholes, catch basins and other drainage features will be collected. Trees over 6 inches in diameter will be located, their type, trunk diameter and canopy size indicated.

Two centerline controlling monuments for Cloud Road will be searched for and located to mathematically tie the topographic survey to points on the ground. EPS group will depict the approximate perimeter boundary lines of the adjoining properties on the basemap based on a search of the Maricopa County public records website. A note will be added to the basemap that these lines are being shown as a reference only and that no boundary work was performed.

Elevations will be per Town of Queen Creek Datum. The topography will be utilized for the development of improvement plans. No formal topographic survey drawing will be prepared

**Utility Mapping**

**Fixed Fee: \$600**

If requested, EPS Group will order additional record drawings for existing utilities in the vicinity from the appropriate agencies. This information will be added to the topographic basemapping to supplement the data collected during the topographic survey task.

**Legal Descriptions**

**Each: \$500**

If requested, EPS Group will provide legal descriptions and exhibits for the project after receiving authorization from the Client to proceed.

Deliverables will consist of an AutoCAD drawing file of the basemapping sent via email. Copying, reproductions, deliveries and overnight mailing costs will be billed as reimbursable expenses at cost plus 15%. This agreement is fully subject to the attached terms and conditions.

Your signature of acceptance of this proposal will serve as our notice to proceed. Our company is dedicated to providing quality service and communication. If you should have any questions concerning this proposal, please do not hesitate to call me. Thank you for the opportunity to submit this proposal.

Sincerely,

*Mary Kennedy*  
Mary Kennedy, RLS  
EPS Group, Inc.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

For: \_\_\_\_\_ Title: \_\_\_\_\_

Attachment: PROJECT ORDER 2 - Kimley Horn Project Order 2 - Cloud Road Waterline Design





## TERMS AND CONDITIONS OF AGREEMENT

1. **TERMS OF AGREEMENT:** Completion of all work indicated in contract amounts mentioned in this agreement are valid for one year from the date of execution of this Agreement. Because of inflation and resultant cost increases, EPS Group Inc., Engineers, Planners & Surveyors (EPS Group) reserves the right to review the remaining contract amounts at the end of the one year period and negotiate possible cost adjustments to this Agreement. Fee proposals are valid for 30 days from date of submittal and are also subject to adjustments should the proposal not be accepted within the 30 days.
  
2. **OWNERSHIP OF DOCUMENTS:** All drawings, exhibits, reports and other original documents, including electronic files of such documents, as instruments of service are and shall remain the property of EPS Group except where by law or precedent these documents become public property; Client shall not use such items on other projects without EPS Group's prior written consent. As long as the client is not in default on any of the terms of this agreement, EPS Group will provide copies and/or electronic files to the Client and/or his agents (with Client's approval). Client shall be responsible for any materials cost and/or additional labor costs associated with providing these copies or files. Client also acknowledges that electronic files are subject to the following disclaimer:
 

"Notice to Recipients of Electronic Files from EPS Group, Inc.: All electronic files are for recipient's use only and all files are subject to revisions. EPS Group makes no guarantees nor warrants the accuracy or completeness of any of the information contained in these files, as recipients should verify all information with actual sealed and signed documents. It shall also be the responsibility of recipients to obtain any future updates from EPS Group, Inc."
  
3. **DELAYS:** Any delay or default in the performance of any obligation of EPS Group under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, materials shortages, power or transportation problems, failure of Client or Client's agents to furnish information or to approve or disapprove EPS Group's work or any other cause beyond EPS Group's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such events shall suspend the obligations of EPS Group as long as performance is delayed or prevented thereby.
  
4. **LIABILITY:** EPS Group makes no representation of warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice provided hereunder, except that the same will be promulgated and prepared in accordance with the local standards of the profession. EPS Group agrees to be responsible for its own or its employees' negligent acts, errors or omissions, which shall be limited to EPS Group's fee for the work.

5. **INDEMNIFICATIONS:** Client shall indemnify, defend and hold EPS Group harmless from any and all cost, expense claim, damage or liability of any nature arising from: (a) soils conditions; (b) changes to or deviations from plans or specifications made by Client or others; (c) use by Client or others of plans, surveys or drawings unsigned by EPS Group registrants or for using signed plans for any purpose other than the specific purpose for which they were intended; (d) job site conditions and performance of work on the project; (e) inaccuracy of data or information supplied by the Client and/or the Client's Consultants; (f) cost figures or quantities used in connection with maps, plans, specifications or drawings (See Item #9); (g) onsite construction review, construction certifications and/or completion of quality of performance of contracts by the construction contractor or other third parties, unless otherwise specifically indicated in the scope of services; and (h) accuracy of estimated areas, unless such areas are provided on sealed final plats and/or other legal documents.
6. **CLIENT'S CONSULTANTS:** It is understood and agreed that the Client/Owner shall contract directly with other design professionals for other services, unless it is clear in the scope of services that those services are to be provided by EPS Group. The client agrees that EPS Group shall have no responsibility or liability for any portion of the project designed by the Client's other consultants. EPS Group shall not be required to check or verify other consultants' documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations.
7. **MEDIATION/ARBITRATION/LEGAL COSTS:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise. In the event mediation fails to resolve the conflict or dispute, both parties may agree to submit the conflict or dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect; Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collections, including and without limitation: witness fees, court costs and attorney's fees (including such costs and fees on appeal), shall be paid to the prevailing party up to a maximum of \$20,000.
8. **ASSIGNMENTS/WAIVERS:** Neither Client nor EPS Group shall assign any interest in this Agreement without the prior written consent of the other, but EPS Group may subcontract outside labor assistance for any portion of the work to be performed hereunder without such consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. This Agreement constitutes the entire agreement between the parties hereto on the subject hereof, unless amended by a separate signed agreement between both parties hereafter. One or more waivers of any term, condition or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition or covenant. It is the intention of the parties that the laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder.

9. ESTIMATION OF QUANTITIES AND COSTS: All estimates of quantities and costs provided by EPS Group are only a best judgment of those quantities and costs. EPS Group does not warrant or guarantee any quantity or cost estimations, as such items are subject to variations caused by construction methods, variances in materials and equipment, inflation, competitive bidding methods and market conditions. Earthwork quantities in particular are subject to variables that are beyond the engineer's control, including: topographic survey methods and accuracy, shrink/swell percentages, clearing/grubbing methods, actual degrees of compaction, accuracy of actual grades, accuracy of staking and methods of earthwork moving.
10. CHANGES, REVISIONS, EXTRA WORK: Any services agreed to be performed by EPS Group at the request of client in addition to those set forth herein shall be paid for by Client as extra work. Such extra work shall include, but not be limited to additional office or survey field work caused by policy or procedural changes of governmental agencies, additions to the scope of work and/or revisions to layouts requested by the client and/or his consultants after work has commenced and/or to modify documents to lower clients cost due to client budget constraints. All extra services are to be billed as indicated in written addendums or change orders as fixed fees or on an hourly basis in accordance with EPS Group's prevailing time and material rates. Verbal authorizations from the client for extra services or work effort are only acceptable when the value is minimal and is acceptable to the EPS Group Project Manager and/or Principal in charge. Client shall indicate in writing to EPS Group that any extra work efforts are to be agreed in writing prior to commencing with such work if so desired.
11. PAYMENT FOR SERVICES:
- a. Statements will be issued at the end of each month, are due and payable upon receipt and are delinquent thirty (30) days after date on initial statement. EPS Group reserves the right to terminate this Agreement or suspend all work for said Client until the default is cured.
  - b. Client shall pay the cost for all reimbursable items such as governmental fees, permits, title company charges, delivery charges, toll telephone calls, plots, transferring of electronic data, reproductions and any other incidental charges and expenses not specifically covered by the terms of this Agreement at EPS Group's cost plus 15%.
  - c. Client shall promptly review invoices and notify the EPS Group Project Manager of any objections thereto. Absent such objection in writing within ten (10) working days of the date of the invoice, the invoice shall be deemed proper and acceptable. Use of back charges by the client against EPS Group's invoicing shall not occur without prior written approval of an EPS Group principal. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of the invoice.
  - d. If statements are not paid in full prior to delinquency, Client may be charged a late charge on the unpaid amount at the rate of two percent (2%) per month from the delinquency date. All payment received shall first be credited to payment of late charges and then to the principal balance. EPS reserves the right to suspend services for non-payment and shall have no liability to Client because of such service suspension.

e. EPS Group may subscribe to a collection agency and any and all accounts unpaid beyond ninety (90) days due may be referred for collection unless specific agreements are made otherwise. All fees, expenses and other costs of collection will be added to the amount due at the end of ninety (90) days that are at the prevailing rates of the agency at the time of referral, including accumulated interest as stated in the Paragraph above.

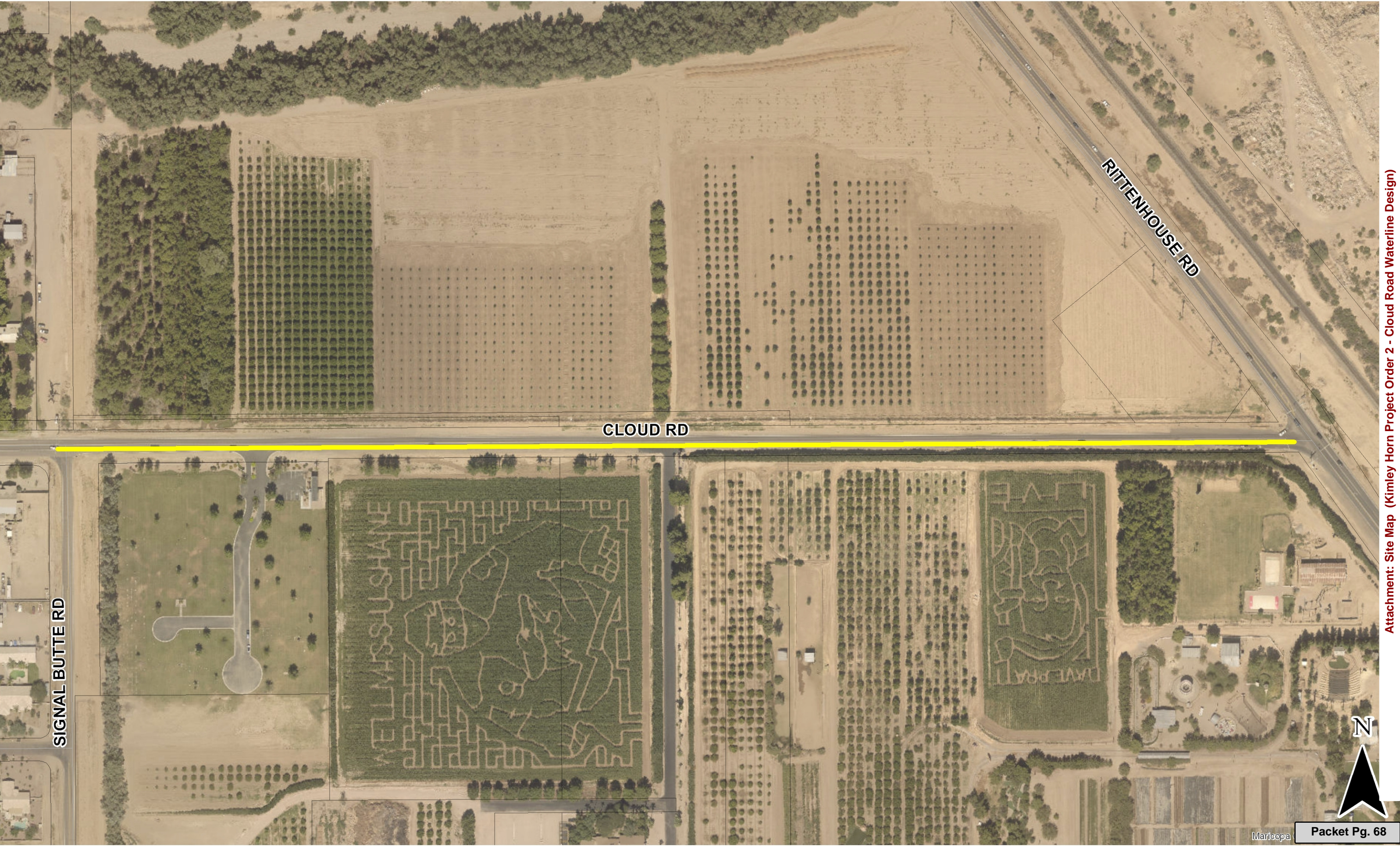
03-27-13

Attachment: PROJECT ORDER 2 - Kimley Horn (Kimley Horn Project Order 2 - Cloud Road Waterline Design)





# Future 12" Waterline on Cloud



SIGNAL BUTTE RD

CLOUD RD

RITTENHOUSE RD



Attachment: Site Map (Kimley Horn Project Order 2 - Cloud Road Waterline Design)





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 Cooperative Purchase Agreement and Work Order #1 with DBA Construction in an amount not to exceed \$101,846 for pavement maintenance to bridge decking at various locations. (FY17/18 budgeted item).

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends approval of a Cooperative Purchase Agreement and Work Order #1 with DBA Construction in an amount not to exceed \$101,846 for pavement maintenance to bridge decking at various locations. (This is a FY17/18 budgeted item).

**Relevant Council Goal(s):**



**Superior Infrastructure: Maintain High-quality Infrastructure**

**Proposed Motion:**

Move to approve a Cooperative Purchase Agreement and Work Order #1 with DBA Construction in an amount not to exceed \$101,846 for pavement maintenance to bridge decking at various locations. (This is a FY17/18 budgeted item).

**Discussion:**

The not to exceed amount \$101,846 includes a 10% contingency for any unanticipated additional services.

DBA Construction, Inc. will furnish labor, equipment, and materials to provide a polymer sealcoat to the bridge decks at Chandler Heights Road Bridge over the Sonoqui Wash, Sossaman Road Bridge over Queen Creek Wash, and Hawes Road Bridge over the Queen Creek Wash. The coating will provide an impermeable barrier against water and seal small surface cracks, extending the life of the concrete deck.

The work is scheduled for late spring 2018, and will be completed in about one week. One half of the road deck will be closed during application, with flagging operations in place. The material cures in about 4 to 8 hours. Used as a preventive maintenance measure, the treatment should be done in 5-10 year intervals.

The Town is utilizing a cooperative contract through the City of Peoria #ACON54713.

**Fiscal Impact:**


The total not to exceed amount of \$101,846 includes the contract amount of \$92,587, plus \$9,259 (10%) for possible unanticipated, additional services. Funds for this maintenance project has been identified within the Streets Maintenance & Repairs budget. Therefore, no budget adjustments from contingency are necessary to award this contract.

**Alternatives:**

There is no alternative maintenance for preserving the bridge deck.

**Attachment(s):**

- a. Work Order No.1
- b. Cooperative Purchase Agreement
- c. Site Map

|  |                                |                |
|--|--------------------------------|----------------|
|  <b>WORK ORDER</b> | TOWN CONTRACT NUMBER:<br>2018- | March 21, 2018 |
|  | WORK ORDER NUMBER<br>1         |                |

TO: DBA Construction, Inc.  
Contractor

FROM: Jan Martin  
Project Manager  
Town of Queen Creek

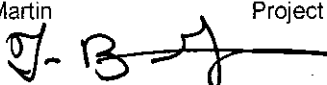
RE: Chandler Heights Rd., Sossaman Rd., Hawes Rd. Bridges

This Job Order is issued pursuant to the Agreement between Town of Queen Creek and Contractor dated March 21, 2018 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:

|  |  |
|--|--|
| <b>Part I - Scope of Job Order Work</b>  |  |
| 1. Description of the Scope of Job Order Work:<br><br>Contractor to furnish all labor and materials necessary to complete the work as described per the unit prices for the Chandler Heights Rd., Sossaman Rd., and Hawes Rd. Bridges per Attachment 1. All work will be done in accordance with the terms and conditions of the governing municipality, City of Peoria Job Order Contract #ACON54713.<br><br>This work order includes labor, material, equipment, sales tax, insurance, and fee necessary to complete the work as outlined in proposal dated 2/1/2018 "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".   |  |

|  |   |  |
|--|---|--|
| <b>Part II - Specific Information</b>  |   |  |
| 1. Job Order Price   |   | \$92,587.01                                  |
| 2. Schedule  | Job Order Beginning Date:<br>(*Date project must start - SEE PART IV)   | Upon completion of fully executed work order |
|  | Job Order Final Completion Date:<br>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   |
| _____   | _____                 | _____  |
| Jan Martin  | Project Manager       | Date   |
|  |                       | 3/1/18 |
| DBA Construction, Inc.  |                       | Date   |

|  |      |       |
|--|------|-------|
| <b>Part IV - *Purchase Order</b>   |      |       |
| *Per Town Purchasing Policy, a purchase order MUST be in place PRIOR to the authorization of notice to proceed |      |       |
| Purchase Order Number  | Date | Total |

Attachment: a. Work Order No.1 (DBA - Bridge Deck Maintenance)



## ATTACHMENT 1

CLIENT: Town of Queen Creek  
 ADDRESS: 22350 S. Ellsworth Rd.  
 CITY: Queen Creek

STATE: AZ

PROPOSAL #: QNCRK18001  
 OWNER: Town of Queen Creek  
 Reference Contract: City of Peoria  
 # P14-00188

PROJECT: Methacrylate Placement & Associated Work

ATTN OF: Jan Martin

LOCATION: Chandler Heights Rd., Sossaman Rd., Hawes Rd. Bridges

DATE: 2/1/2018

Dear Sirs:

DBA Construction, Inc. proposes to furnish all labor, equipment, and materials (unless otherwise noted) required to complete these items as listed.

Thank you for the opportunity of submitting a proposal on the above described project.

| ITEM #                              | QUAN   | UNIT | DESCRIPTION                                    | UNIT PRICE        | BID AMOUNT          |
|-------------------------------------|--------|------|--|-------------------|---------------------|
| <b>CHANDLER HEIGHTS ROAD BRIDGE</b> |        |      |  |                   |                     |
| 1                                   | 2      | DAY  | SET UP AND REMOVE TRAFFIC CONTROL              | \$ 1,016.00       | \$ 2,032.00         |
| 2                                   | 2      | DAY  | TRAFFIC CONTROL DEVICES - DAILY RENTAL         | \$ 223.00         | \$ 446.00           |
| 3                                   | 14     | DAY  | VARIABLE MESSAGE BOARDS                        | \$ 216.00         | \$ 3,024.00         |
| 4                                   | 16,311 | SF   | SANDBLAST BRIDGE DECK                          | \$ 0.22           | \$ 3,588.42         |
| 5                                   | 16,311 | SF   | SUPPLY & APPLY METHACRYLATE                    | \$ 1.57           | \$ 25,608.27        |
| <b>SOSSAMAN ROAD BRIDGE</b>         |        |      |  |                   |                     |
| 6                                   | 2      | DAY  | SET UP AND REMOVE TRAFFIC CONTROL              | \$ 1,015.00       | \$ 2,030.00         |
| 7                                   | 2      | DAY  | TRAFFIC CONTROL DEVICES - DAILY RENTAL         | \$ 223.00         | \$ 446.00           |
| 8                                   | 14     | DAY  | VARIABLE MESSAGE BOARDS                        | \$ 216.00         | \$ 3,024.00         |
| 9                                   | 9,618  | SF   | SANDBLAST BRIDGE DECK                          | \$ 0.22           | \$ 2,115.96         |
| 10                                  | 9,618  | SF   | SUPPLY & APPLY METHACRYLATE                    | \$ 1.57           | \$ 15,100.26        |
| <b>HAWES ROAD BRIDGE</b>            |        |      |  |                   |                     |
| 11                                  | 2      | DAY  | SET UP AND REMOVE TRAFFIC CONTROL              | \$ 1,015.00       | \$ 2,030.00         |
| 12                                  | 2      | DAY  | TRAFFIC CONTROL DEVICES - DAILY RENTAL         | \$ 208.00         | \$ 416.00           |
| 13                                  | 14     | DAY  | VARIABLE MESSAGE BOARDS                        | \$ 216.00         | \$ 3,024.00         |
| 14                                  | 10,550 | SF   | SANDBLAST BRIDGE DECK                          | \$ 0.22           | \$ 2,321.00         |
| 15                                  | 10,550 | SF   | SUPPLY & APPLY METHACRYLATE                    | \$ 1.57           | \$ 16,563.50        |
| <b>GENERAL ITEMS</b>                |        |      |  |                   |                     |
| 16                                  | 1      | LS   | MOBILIZATION - DBA CONSTRUCTION                | \$ 1,314.00       | \$ 1,314.00         |
| 17                                  | 1      | LS   | STRIPING OBLITERATION - MOBILIZATION AND WORK  | \$ 4,994.00       | \$ 4,994.00         |
| 18                                  | 1      | LS   | STRIPING THERMOPLASTIC - MOBILIZATION AND WORK | \$ 2,550.00       | \$ 2,550.00         |
| 19                                  | 56     | EA   | TEMPORARY CHIP SEAL MARKERS                    | \$ 3.10           | \$ 173.60           |
| 20                                  | 2      | DAYS | SHADOW TRUCK FOR OBLIT & STRIPING              | \$ 893.00         | \$ 1,786.00         |
|                                     |        |      |  | <b>SUBTOTAL :</b> | <b>\$ 92,587.01</b> |

### ASSUMPTIONS:

Our proposal is based on assuming that the following conditions exist at the project site:

- \* The bridges will not require any concrete patching prior to methacrylate application

### CLARIFICATIONS:

Our proposal requires further clarification on these points in order to be considered :

- \* This proposal includes all required materials(methacrylate, sand) and crews to construct the listed items.
- \* This proposal includes taxes and bonds
- \* the methacrylate application operations for the Chandler Heights and Sossaman Bridge will be performed on 1/2 of the bridges at a time to maintain one lane of traffic
- \* the methacrylate application operations for the Hawes Road bridge is planned to be done at night with a full closure
- \* The striping obliteration for the 3 bridges will occur in one shift. Temporary chip seal markers will be placed on the bridge decks and once the methacrylate is complete the thermoplastic striping will be placed on the 3 bridges in one shift

\* the work outlined in this proposal is anticipated to take 7 working days to complete

**EXCLUSIONS:**

Our proposal excludes the following items and were not considered during the preparation of this budgetary estimate:

- \* 3rd Part Survey or QC Testing
- \* Concrete removal or patching
- \* Permits or fees, night or weekend work

Respectfully Submitted,

Tim Ginter, P.E.

DBA Construction, Inc.

Attachment: a. Work Order No.1 (DBA - Bridge Deck Maintenance)

## COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The “Agreement”) is made and entered into effective as of March 21, 2018 (the “Effective Date”), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation (“Town”), and DBA 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 a JOC for Bridge Maintenance & Repair Projects; and

WHEREAS, JOC for Bridge Maintenance & Repair Projects is available through a cooperative contract with City of Peoria; and

WHEREAS, The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract number ACON54713 and all subsequent revisions, between City of Peoria 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 “City of Peoria” or “City” 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.

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: b. Cooperative Purchase Agreement (DBA - Bridge Deck Maintenance)



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

DBA Construction, Inc.

Date: 3/1/18

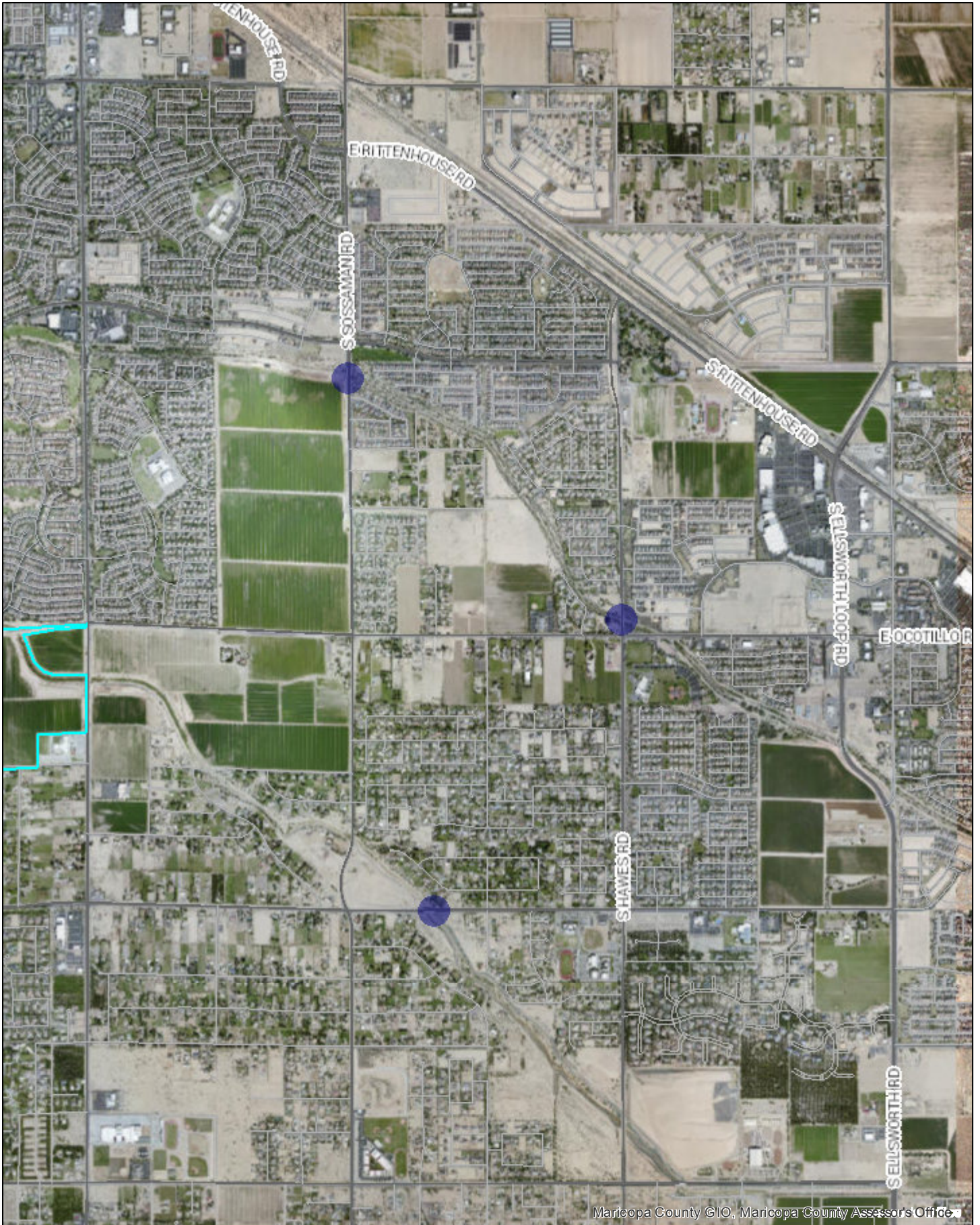
By: 

Its: Vice President

Attachment: b. Cooperative Purchase Agreement (DBA - Bridge Deck Maintenance)



# Town of Queen Creek



Attachment: c. Site Map (DBA - Bridge Deck Maintenance)





Requesting Department

Finance

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** SCOTT MCCARTY, FINANCE DIRECTOR AND PAUL GARDNER, UTILITIES DIRECTOR

**RE:** Consideration and possible approval of a first amendment to professional services contract with Raftelis Financial Consultants in an amount not to exceed \$17,935 (for a total contract amount of \$66,995) for the completion of a Best Practices Operational Assessment for Utility Meter Reading and Utility Billing Operations and necessary budget adjustments.

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends approval of a first amendment to a contract for professional services contract with Raftelis Financial Consultants in an amount not to exceed \$17,935 (for a total contract amount of \$66,995) for the completion of a Best Practices Operational Assessment for Utility, Meter Reading and Utility Billing Operations and necessary budget adjustments.

**Relevant Council Goal(s):**



**Effective Government**

**Proposed Motion:**

Move to approve the first amendment to a professional services contract with Raftelis Financial Consultants in an amount not to exceed \$17,935 (for a total contract amount of \$66,995) for the completion of a Best Practices Operational Assessment for Utility, Meter Reading and Utility Billing Operations and necessary budget adjustments.

**Discussion:**

The Queen Creek Utility System and related functions have experienced significant growth and change over the last decade. In order to ensure that the Water/Wastewater systems and related Utility Billing/Collection functions are being operated and

maintained as efficiently and effectively as possible, staff is recommending that a consultant be retained to complete a best practices assessment.

It is expected that for each of the Water and Wastewater Systems, Inventory Management and Control, Meter Reading, and Utility Billing and Collections, the consultant will conduct an assessment of the current practices relative to industry norms and standards for similarly sized/aged systems. The assessment will include any necessary recommendations where operational changes need to be made in order to assure alignment with industry best practice. For example, a recommendation regarding how best to bill our customers. Currently, we bill all customers all together, once a month. A common practice is to still bill once a month but break it into four weekly cycles so a quarter of the accounts are billed every week, instead of all at once.

In addition, the consultant will also conduct an assessment of operational workflows between meter reading and utility billing and identify any recommended organizational structure for utility billing and meter reading.

This first amendment is required because the additional time that has been needed in order to complete the necessary review and analysis of the current organizational condition, required interviews and discussions with staff, as well as the vetting of optimization options. In addition, staff has also requested a separate and early deliverable for Customer Service due to the pending implementation of the Town's new Advanced Utility Software System. This early deliverable is necessary in order to give staff the appropriate time to meet current budget schedules and to implement any recommended organizational changes and restructuring in advance of that effort in order to optimize workflows and streamline the new software system's implementation.

It is anticipated that this analysis will be completed within the next 60 days.

**Fiscal Impact:**

This contract amendment will require use of contingency from Water Operations in the amount of \$17,935 (in addition to the original contract amount of \$49,060) as this amendment nor was the original contract anticipated in the adopted budget.

**Alternatives:**

A basic analysis could be completed internally over time. The downside of this approach is that it will take longer and the effects of any identified improvements will be delayed and we begin the implementation of the new utility billing software system.

Staff is also limited in its current knowledge of all of the most current and leading best practices currently in place throughout the industry and it will take additional time and resources to develop this competency. Any information and competencies gained from an internal assessment will be one time in nature and not provide ongoing or additional benefit to other operations.

Staff is of the opinion that the recommended approach is the most efficient and effective way to achieve the desired result - especially given the timing of the implementation of the new utility billing system.

**Attachment(s):**

1. Proposed first amendment to the professional services contract with Raftelis Financial Consultants

## FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT #2017-124 (this "FIRST Amendment") is made and entered into effective as of the 21st day of March, 2018 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Raftelis Financial Consultants, Inc., a North Carolina corporation ("Consultant"). Town and Consultant are sometimes referred to in this First Amendment collectively as the "Parties" and each individually as a "Party."

### RECITALS:

A. The Parties entered into an Agreement for Best Practice Operational Assessment dated December 6, 2017, (the "Original Agreement"). All capitalized terms used without definition in this Amendment shall have the definitions ascribed to them in the Original Agreement, as modified by this First Amendment.

B. The Parties now desire to amend the Original Agreement upon the terms and conditions contained in this First Amendment.

### 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 amend the Original Agreement as follows:

1. Article 2. "Fees" is amended to read as follows with deletions shown in ~~strike through~~ and additions shown in ***bold italics***:

1. The amount paid to Consultant under this Contract, including reimbursable expenses, shall not exceed ~~\$49,060.00~~ ***\$66,995.00***.

2. Reaffirmation of Original Agreement. Except as amended by this First Amendment, the Original Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall prevail.

3. Counterparts. This First Amendment 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 Amendment 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.

[Signature page follows]

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

**Town of Queen Creek, an Arizona Municipal Corporation**

**Approval of Town Council,**

**By:** \_\_\_\_\_  
**Gail Barney, Mayor**

**Approval of Contract Administrator,**

**By:** \_\_\_\_\_  
**John Kross, Town Manager**

**ATTEST:**

\_\_\_\_\_  
**Jennifer Robinson, Town Clerk**

**REVIEWED AS TO FORM BY:**

\_\_\_\_\_  
**Dickinson Wright, PLLC**  
**Attorney for the Town**

\_\_\_\_\_

Raftelis Financial Consultant, Inc., a North Carolina Corporation.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attachment: 1. Proposed first amendment to the professional services contract with Raftelis Financial Consultants (Raftelis contract



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 an Intelligent Transportation System upgrade at selected intersections with Econolite in an amount not to exceed \$189,390 and a Cooperative Purchase Agreement and Work Order No. 1 with CS Construction, Inc. in the amount of \$53,000. (FY17/18 budgeted item)

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends the approval of an Intelligent Transportation System upgrade to detect red light runners at selected intersections with Econolite in an amount not to exceed \$189,390 and a Cooperative Purchase Agreement and Work Order No. 1 with CS Construction, Inc. in the amount of \$53,000. (FY 17/18 budgeted item).

**Relevant Council Goal(s):**



**Superior Infrastructure**

**Proposed Motion:**

Motion to approve an Intelligent Transportation System upgrade to detect red light runners at selected intersections with Econolite in an amount not to exceed \$189,390 and a Cooperative Purchase Agreement and Work Order No. 1 with CS Construction, Inc. in the amount of \$53,000. (FY 17/18 budgeted item).

**Discussion:**



Town Council approved \$250,000 budget during the budget approval process of May 2017 to allow more intersection clearance time to reduce the consequences of red light runners and enhance safety at selected intersections based on traffic volumes entering these intersections.

The following eight (8) intersections have been selected to receive the intelligent transportation system upgrade due to their high traffic volume:

- 1- Ellsworth Loop Rd and Rittenhouse Rd
- 2- Ellsworth Loop Rd and Maya Rd
- 3- Ellsworth Loop Rd and Victoria Ln
- 4- Ellsworth Loop Rd and Ocotillo Rd
- 5- Ellsworth Rd and Rittenhouse Rd
- 6- Rittenhouse Rd and Sossaman Rd
- 7- Ellsworth Rd and Empire Blvd
- 8- Rittenhouse Rd and Ocotillo Rd

The system upgrade is not intended to be a photo enforcement camera and traffic-engineering staff will not be installing photo enforcement equipment at these intersections. This equipment is strictly for enhancing safety at the proposed intersections by increasing the red light timer in each direction when a possible red light runner is detected.

**Fiscal Impact:**

Available budget totaling \$250,000 is identified within the Traffic Signal System Project ITS06. No budget adjustments are required in order to award CS Construction, Inc. and Econolite proposals.

**Alternatives:**

Town Council could choose not to approve the additional detection for red light runners and the traffic signal will run on the standard timing already existing for the above selected intersections.

**Attachment(s):**

- a. Cooperative Purchase Agreement
- b. Work Order No. 1

## COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The “Agreement”) is made and entered into effective as of March 21, 2018 (the “Effective Date”), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation (“Town”), and CS Construction Inc., an Arizona corporation (“Contractor”). 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 a Job Order Contract for Streetlights, Traffic Signals and ITS Components; and

WHEREAS, Job Order Contract for Streetlights, Traffic Signals and ITS Components is available through a cooperative contract with Town of Gilbert; and

WHEREAS, The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract number 2017-2106-0411 and all subsequent revisions, between Town of Gilbert 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 “Town of Gilbert” or “Town” 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.

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

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

CS Construction Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attachment: a. Cooperative Purchase Agreement (Intelligent Transportation System Upgrade)



# WORK ORDER

TOWN CONTRACT NUMBER:

2018-

WORK ORDER NUMBER

1

March 21, 2018

6.H.b

**TO: CS Construction**  
Contractor

**FROM: Clinton McCleve**  
Project Manager  
Town of Queen Creek

**RE: Installation of Econolite Video Detection Systems**

This Job Order is issued pursuant to the Agreement between Town of Queen Creek and Contractor dated March 21, 2018 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:

Contractor to install Econolite Autoscope Vision 4-Camera Video Detection Systems at 8 intersections along Ellsworth and Rittenhouse Roads as described per the unit prices per Attachment 1. All work will be done in accordance with the terms and conditions of the governing municipality, Town of Gilbert Job Order Contract #2017-2106-0411.

This work order includes labor, off-duty officers, bonds, sales tax, insurance, and fee necessary to complete the work as outlined in proposal dated 1/11/2018 "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".

### Part II - Specific Information

|                    |   |  |
|--------------------|---|--|
| 1. Job Order Price |   | \$53,000.00                                  |
| 2. Schedule        | Job Order Beginning Date:<br>(*Date project must start - SEE PART IV)   | Upon completion of fully executed work order |
|                    | Job Order Final Completion Date:<br>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

\_\_\_\_\_  
Clinton McCleve Project Manager Date

\_\_\_\_\_  
DBA Construction, Inc. 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 |
|-----------------------|------|-------|

## ATTACHMENT 1

# QUEEN CREEK JOC TASK ORDER PROPOSAL 02 - REV #1



## CS CONSTRUCTION, INC.

22023 NORTH 20TH AVENUE, SUITE A

PHOENIX, ARIZONA 85027

CONTACT: ROSS GENENBACHER

PHONE: (623) 889-7650 | FAX: (623) 889-7650

AZ ROC NO. 071662 A- GENERAL ENGINEERING

TO: TOWN OF QUEEN CREEK  
ATTN: CLINTON MCLEVE  
BID DATE: JANUARY 11, 2018

PROJECT NAME: INSTALL VIDEO DETECTION  
CONTRACT NO.: TOG JOC 2017-2106-0411  
TASK ORDER: 02

| ITEM               | DESCRIPTION                                      | QUANTITY | UNIT | UNIT PRICE | AMOUNT             |
|--------------------|--|----------|------|------------|--------------------|
| 116                | Install Video Detection Camera (4 Camera System) | 8.00     | EA   | 3,675.00   | 29,400.00          |
| 203                | Traffic Control                                  | 1.00     | LS   | 23,600.00  | 23,600.00          |
| <b>GRAND TOTAL</b> |  |          |      |            | <b>\$53,000.00</b> |

### NOTES:

The above quote is to install Econolite Autoscope Vision 4-Camera Video Detection Systems at 8 intersections along Ellsworth and Rittenhouse. Off-Duty Officers, Tax and Bond is included in this proposal.

Thank you for the opportunity to bid this work. We hope that we may be of service.

Sincerely,  
CS CONSTRUCTION, INC.

Ross T. Genenbacher Digitally signed by Ross T. Genenbacher  
Date: 2018.01.11 13:17:38 -07'00'

Ross T. Genenbacher  
Division Manager

Attachment: b. Work Order No. 1 (Intelligent Transportation System Upgrade)





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 Professional Services Contract project order for material testing with Terracon in an amount not to exceed \$46,737 for the quality assurance material testing associated with the Power Road from Ocotillo Rd to Brooks Farm Rd Improvement Project - TOQC Project No. A1403. (FY17/18 budgeted item)

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends approval of a Professional Service Contract project order for Material Testing with Terracon in an amount not to exceed \$46,737 for the Quality Assurance Material Testing associated with the Power Road from Ocotillo Rd to Brooks Farm Rd Improvement Project - TOQC Project No. A1403 (This is FY 17/18 budgeted item).

**Relevant Council Goal(s):**



**Superior Infrastructure - Capital Improvement Program**

**Proposed Motion:**

Motion to approve a Professional Service Contract project order for Material Testing with Terracon in an amount not to exceed \$46,737 for the Quality Assurance Material Testing associated with the Power Road from Ocotillo Rd to Brooks Farm Rd Improvement Project - TOQC Project No. A1403 (This is FY 17/18 budgeted item).

**Discussion:**

The amount not to exceed \$46,737 includes a 10% contingency for any unanticipated additional services that may be necessary during the construction process.

A Guaranteed Maximum Price construction contract is scheduled for Council consideration on March 21, 2018, for the construction of the Power Road from Ocotillo Road to Brooks Farm Road Improvement Project, TOQC Project No. A1403.

The Power Road project from Ocotillo Road and Brooks Farm Road is a two-lane roadway (one lane in each direction) and will add 3 through lanes for north and southbound for a six-lane roadway.

Construction efforts associated with these improvements include, but are not limited to, a full double-barrel box culvert crossing over the Sonoqui Wash, curb and gutter construction, sidewalk construction, storm drain construction, drainage improvements, modifying the traffic signal at the intersection of Power and Ocotillo Roads, trenching, backfill and conduit installation for Salt River Project overhead to underground utilities, and pavement marking striping.

The quality assurance material testing will be a critical component of the widening project to ensure construction efforts adhere to standard specification and requirements. Terracon will provide the necessary testing services for sampling, process observation and testing of material associated with project improvements for compliance. Terracon will also provide reports to document the compliance of all materials used during the construction execution phase.

**Fiscal Impact:**

The total not to exceed for Terracon is \$46,737, which includes the Terracon proposal (#P65171228, Revision 2) amount of \$42,488 plus \$4,249 (10%) for any additional work that may be required.

Budget is available within the Drainage & Transportation Fund - Power Road: Ocotillo Rd to Brooks Farm Rd Improvement (Project A1403). Therefore, no budget adjustments are required.

**Alternatives:**

Terracon 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. Professional Service Project Order 1
- b. SiteMap

**MASTER ENGINEERING AGREEMENT  
PROJECT ORDER: No. 001  
TOQC Proj. No. A1403**

**DATE:** \_\_\_\_\_

**Issued by:** Public Works - CIP

**Issued to:** Terracon Consultants, Inc.  
4685 S. Ash Avenue, Ste. H-4  
Tempe, AZ 85282

**Project:** Power Road Improvements – Ocotillo Rd to Brooks Farm Rd  
TOQC Proj. No. A1403

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 2017-021, dated February 1, 2017 between the Consultant and Town.

**GENERAL PROJECT DESCRIPTION AND SCOPE OF CONSULTANT’S WORK:**

**Background:**

Quality Assurance Testing Services are needed for Power Road Improvement project Ocotillo Rd to Brooks Farm Rd.

**Scope of Work:**

To provide Construction Materials Quality Assurance Testing Services as outlined in the attached Scope of Work dated January 22, 2018.

**PROJECT SCHEDULE:**

Services to begin upon Notice to Proceed.

**BASIS FOR PAYMENT:**

Project costs is \$42,488.30 as outlined in the attached Scope of Work dated January 22, 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

**Terracon Consultants, Inc.**

Joseph A. Phillips  
Signature

Joseph A. Phillips  
Print Name

Principal  
Title

3/2/2018  
Date

Attachment: a. Professional Service Project Order 1 (Terracon - QA Testing)



January 22, 2018

Town of Queen Creek  
Municipal Services Building  
22358 S. Ellsworth Road  
Queen Creek, Arizona 85142

Attn: Mr. Tom Glow  
P.: 408.358.3136  
E.: Tom.Glow@QueenCreek.org

**Re: Proposal for Construction Materials Quality Assurance (QA) Testing Services  
Power Road Improvements (Project A1403)  
Ocotillo Road to Brooks Farm Road  
Queen Creek, Arizona  
Town of Queen Creek Project No. A1403  
Terracon Proposal No. P65171228, Revision 2**

Dear Mr. Glow:

At your request, Terracon Consultants, Inc. (Terracon) has prepared this proposal for the above referenced project to provide construction materials quality assurance (QA) testing services. This proposal includes an outline of the project information, proposed scope of services, and estimated quantities for our services. We appreciate the opportunity and look forward to continuing our relationship with the Town of Queen Creek on this and future projects.

## **A. PROJECT INFORMATION**

We understand the Town of Queen Creek is preparing to make improvements to Power Road between Ocotillo Road and Brooks Farm Road in Queen Creek, Arizona. Based on our review of the project plans, the improvements will include removal of the existing pavement section and the construction of new divided six-lane pavement section between Stations 25+40.10 and 61+99.10 along the existing Power Road alignment.

The project will include a reinforced concrete con-arch culvert structure at the Sonoqui Wash crossing, and a temporary two-lane asphalt roadway to the east of the Power Road alignment to allow for construction of the culvert crossing. The new roadway will include subgrade preparation, aggregate base course, and asphalt concrete pavement. Appurtenant improvements include concrete curbs and sidewalks.

## B. SCOPE OF SERVICES AND COMPENSATION

Based on our understanding of the project, the general services to be provided by Terracon on this project may include the following:

- Field density testing during subgrade preparation for the new roadway areas;
- Observation of over-excavation depths and engineered fill placement beneath the culvert structure;
- Sampling and testing of aggregate base course;
- Sampling and testing of asphalt concrete paving;
- Sampling and testing of concrete;
- Field sampling of soils, aggregates, concrete, and asphalt concrete for laboratory testing;
- Laboratory testing on soils, aggregates, concrete, and asphalt concrete to supplement the referenced field testing; and,
- Project administration, engineering review, and reporting.

The actual time required for construction materials testing on the project will be directly related to the schedule and performance of the various contractors on the site and how many trips are made to the site. As a result, total fees for the construction materials services will be based upon the agreed upon unit rates. The following table is a detailed breakdown of our proposed scope for this project:

| Item   | No. of Units | Unit  | Unit Rate                                      | Fee                 | Comment            |
|--|--------------|-------|--|---------------------|--------------------|
| <b>Engineering Technician (Direct Labor)</b> |              |       |  |                     |                    |
| Roadway Subgrade Testing                     | 96           | hrs   | \$ 19.99                                       | \$ 1,919.04         | 16 trips           |
| Engineered Fill Testing at Culvert           | 48           | hrs   | \$ 19.99                                       | \$ 959.52           | 8 trips            |
| ABC Sampling and Testing                     | 48           | hrs   | \$ 19.99                                       | \$ 959.52           | 8 trips (19k tons) |
| Asphalt Sampling and Testing                 | 96           | hrs   | \$ 19.99                                       | \$ 1,919.04         | 12 trips (9k tons) |
| Concrete Sampling and Testing                | 80           | hrs   | \$ 19.99                                       | \$ 1,599.20         | 20 trips           |
| Asphalt Coring                               | 48           | hrs   | \$ 19.99                                       | \$ 959.52           | 8 trips            |
| <i>Subtotal for Engineering Technician</i>   |              |       |  | \$ 8,315.84         |                    |
|  |              |       | <i>Overhead @ 190.74%</i>                      | 190.74%             | \$ 15,861.63       |
|  |              |       | <i>Profit @ 10% of Direct Labor + Overhead</i> | 10.00%              | \$ 2,417.75        |
| <b>Subtotal for Engineering Technician</b>   |              |       |  | <b>\$ 26,595.22</b> |                    |
| <b>Direct Expenses</b>                       |              |       |  |                     |                    |
| Coring Equipment                             | 8            | days  | \$ 50.00                                       | \$ 400.00           |                    |
| Mileage                                      | 3200         | miles | \$ 0.65  | \$ 2,080.00         | 50 miles/trip      |
| <b>Subtotal for Direct Expenses</b>          |              |       |  | <b>\$ 2,480.00</b>  |                    |

**Proposal for Construction Materials QA Testing Services**  
 Power Road Improvements (Project No. A1403) ■ Queen Creek, Arizona  
 January 22, 2018 ■ Terracon Proposal No. P65171228, Revision 2



| Item   | No. of Units | Unit | Unit Rate | Fee                 | Comment                |
|--|--------------|------|-----------|---------------------|------------------------|
| <b>Laboratory Testing</b>  |              |      |           |                     |                        |
| <b>Soils:</b>  |              |      |           |                     |                        |
| Moisture-Density, ASTM D698-A  | 2            | each | \$ 135.00 | \$ 270.00           | 1 per soil type        |
| Liquid-Plastic Limit   | 2            | each | \$ 75.00  | \$ 150.00           | 1 per soil type        |
| Sieve Analysis, Coarse & Fine  | 2            | each | \$ 115.00 | \$ 230.00           | 1 per soil type        |
| <b>Aggregate Base Course:</b>  |              |      |           |                     |                        |
| Moisture-Density, ASTM D698-C  | 2            | each | \$ 150.00 | \$ 300.00           | 1 per source           |
| Liquid-Plastic Limit (Wet Prep)  | 6            | each | \$ 125.00 | \$ 750.00           | 1 per 3,000 tons       |
| Sieve Analysis, Coarse & Fine  | 6            | each | \$ 115.00 | \$ 690.00           | 1 per 3,000 tons       |
| <b>Concrete (4" x 8" Cylinders):</b>   |              |      |           |                     |                        |
| Curb & Gutter  | 16           | each | \$ 17.50  | \$ 280.00           | 4 per 50 yards         |
| Sidewalk   | 16           | each | \$ 17.50  | \$ 280.00           | 4 per 50 yards         |
| Culvert  | 24           | each | \$ 17.50  | \$ 420.00           | 4 per 50 yards         |
| Scupper  | 24           | Each | \$ 17.50  | \$ 420.00           | 4 each                 |
| <b>Asphalt Concrete:</b>   |              |      |           |                     |                        |
| Unit Weight  | 16           | each | \$ 35.00  | \$ 560.00           | 1 per 500 tons         |
| Ignition & Gradation   | 16           | each | \$ 150.00 | \$ 2,400.00         | 1 per 500 tons         |
| Maximum Theoretical Density  | 12           | each | \$ 150.00 | \$ 1,800.00         | 1 per day              |
| Bulk Specific Gravity (Cores)  | 20           | each | 35        | \$ 700.00           | 1 per lift per subplot |
| <b>Subtotal for Lab Testing</b>  |              |      |           | <b>\$ 9,250.00</b>  |                        |
| <b>Project Administration, Engineering Review and Reporting (Direct Labor)</b> |              |      |           |                     |                        |
| Engineer/Project Manager   | 24           | hrs  | \$ 35.00  | \$ 840.00           |                        |
| Administrative/Scheduling  | 8            | hrs  | \$ 24.60  | \$ 196.80           |                        |
| Principal / Senior Engineer, P.E.  | 4            | hrs  | \$ 66.23  | \$ 264.92           |                        |
| <i>Subtotal for PA &amp; Reporting</i>   |              |      |           | \$ 1,301.72         |                        |
| <i>Overhead @ 190.74%</i>  |              |      | 190.74%   | \$ 2,482.90         |                        |
| <i>Profit @ 10% of Direct Labor + Overhead</i>                                 |              |      | 10.00%    | \$ 378.46           |                        |
| <b>Subtotal for PA, Engineering Review &amp; Reporting</b>                     |              |      |           | <b>\$ 4,163.08</b>  |                        |
| <b>Estimated Grand Total for Above Services</b>                                |              |      |           | <b>\$ 42,488.30</b> | T&M Basis              |

A construction schedule has not been provided to Terracon; we request that a copy of the construction schedule be provided so that we can confirm our schedule assumptions and the estimated number of site visits are accurate. The actual fee could vary depending on the actual construction schedule, services performed, and number of trips made to the project site.

Work performed in addition to the below anticipated items will be billed in accordance with Terracon's standard fee schedule. Requirements relative to invoicing must be provided prior to the start of work so that payments to Terracon can be made in the appropriate time frames discussed below.

Terracon can only provide the services discussed herein when properly scheduled. Testing and inspection services can be scheduled by the client / contractor with 24-hour notice to our



**Proposal for Construction Materials QA Testing Services**  
 Power Road Improvements (Project No. A1403) ■ Queen Creek, Arizona  
 January 22, 2018 ■ Terracon Proposal No. P65171228, Revision 2

**Terracon**

Dispatcher at 480-730-3265 or [phoenix-scheduling@terracon.com](mailto:phoenix-scheduling@terracon.com). Our services will be provided only at the specific starting times scheduled by the client and/or contractor.

The following assumptions were used in preparing our estimated fee:

- We have assumed that contractors on the site will work a single shift, typical 5-day per week schedule;
- A four-hour minimum charge applies to all technician and inspector unit rates;
- An out-of-scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities which were not cancelled with prior notice;
- Staff time, laboratory testing and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices (noted as Task 99) and be considered out-of-scope items and are not included in the above estimated budget;
- All work performed during weekends, holidays, or in excess of 8 hours per day will be billed at 1.5 times the applicable hourly technician and inspector unit rates;
- Testing and inspection services must be scheduled by the client / contractor with 24 hours notice to our office (480-730-3265). Our services are provided on an on-call, as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services;
- Terracon's services specifically exclude job site safety responsibility, and our services do not relieve any contractor/subcontractor from complying with project specifications; and,
- Invoices for the project will be submitted on a monthly basis.

## C. AUTHORIZATION

We assume that our services will be performed under the terms and conditions in the Contract for On-Call Services between Terracon and the Town of Queen Creek. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate your consideration of Terracon for this work, and look forward to working as your materials engineering consultant on this and future projects.

Sincerely,  
**Terracon Consultants, Inc.**



Jesse R. Huston, P.E.  
 Materials Department Manager



Joseph A. Phillips, P.E.  
 Principal

**Proposal for Construction Materials QA Testing Services**  
Power Road Improvements (Project No. A1403) ■ Queen Creek, Arizona  
January 22, 2018 ■ Terracon Proposal No. P65171228, Revision 2



**BILLING INFORMATION**

CLIENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_  
REPRESENTATIVE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**COPY REPORTS TO:**

NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

Attachment: a. Professional Service Project Order 1 (Terracon - QA Testing)



January 22, 2018

Town of Queen Creek  
Municipal Services Building  
22358 S. Ellsworth Road  
Queen Creek, Arizona 85142

Attn: Mr. Tom Glow  
P.: 408.358.3136  
E.: Tom.Glow@QueenCreek.org

**Re: Proposal for Construction Materials Quality Assurance (QA) Testing Services  
Power Road Improvements (Project A1403)  
Ocotillo Road to Brooks Farm Road  
Queen Creek, Arizona  
Town of Queen Creek Project No. A1403  
Terracon Proposal No. P65171228, Revision 2**

Dear Mr. Glow:

At your request, Terracon Consultants, Inc. (Terracon) has prepared this proposal for the above referenced project to provide construction materials quality assurance (QA) testing services. This proposal includes an outline of the project information, proposed scope of services, and estimated quantities for our services. We appreciate the opportunity and look forward to continuing our relationship with the Town of Queen Creek on this and future projects.

## **A. PROJECT INFORMATION**

We understand the Town of Queen Creek is preparing to make improvements to Power Road between Ocotillo Road and Brooks Farm Road in Queen Creek, Arizona. Based on our review of the project plans, the improvements will include removal of the existing pavement section and the construction of new divided six-lane pavement section between Stations 25+40.10 and 61+99.10 along the existing Power Road alignment.

The project will include a reinforced concrete con-arch culvert structure at the Sonoqui Wash crossing, and a temporary two-lane asphalt roadway to the east of the Power Road alignment to allow for construction of the culvert crossing. The new roadway will include subgrade preparation, aggregate base course, and asphalt concrete pavement. Appurtenant improvements include concrete curbs and sidewalks.

Attachment: a. Professional Service Project Order 1 (Terracon - QA Testing)



## B. SCOPE OF SERVICES AND COMPENSATION

Based on our understanding of the project, the general services to be provided by Terracon on this project may include the following:

- Field density testing during subgrade preparation for the new roadway areas;
- Observation of over-excavation depths and engineered fill placement beneath the culvert structure;
- Sampling and testing of aggregate base course;
- Sampling and testing of asphalt concrete paving;
- Sampling and testing of concrete;
- Field sampling of soils, aggregates, concrete, and asphalt concrete for laboratory testing;
- Laboratory testing on soils, aggregates, concrete, and asphalt concrete to supplement the referenced field testing; and,
- Project administration, engineering review, and reporting.

The actual time required for construction materials testing on the project will be directly related to the schedule and performance of the various contractors on the site and how many trips are made to the site. As a result, total fees for the construction materials services will be based upon the agreed upon unit rates. The following table is a detailed breakdown of our proposed scope for this project:

| Item   | No. of Units | Unit  | Unit Rate                                      | Fee                 | Comment            |
|--|--------------|-------|--|---------------------|--------------------|
| <b>Engineering Technician (Direct Labor)</b> |              |       |  |                     |                    |
| Roadway Subgrade Testing                     | 96           | hrs   | \$ 19.99                                       | \$ 1,919.04         | 16 trips           |
| Engineered Fill Testing at Culvert           | 48           | hrs   | \$ 19.99                                       | \$ 959.52           | 8 trips            |
| ABC Sampling and Testing                     | 48           | hrs   | \$ 19.99                                       | \$ 959.52           | 8 trips (19k tons) |
| Asphalt Sampling and Testing                 | 96           | hrs   | \$ 19.99                                       | \$ 1,919.04         | 12 trips (9k tons) |
| Concrete Sampling and Testing                | 80           | hrs   | \$ 19.99                                       | \$ 1,599.20         | 20 trips           |
| Asphalt Coring                               | 48           | hrs   | \$ 19.99                                       | \$ 959.52           | 8 trips            |
| <i>Subtotal for Engineering Technician</i>   |              |       |  | \$ 8,315.84         |                    |
|  |              |       | <i>Overhead @ 190.74%</i>                      | 190.74%             | \$ 15,861.63       |
|  |              |       | <i>Profit @ 10% of Direct Labor + Overhead</i> | 10.00%              | \$ 2,417.75        |
| <b>Subtotal for Engineering Technician</b>   |              |       |  | <b>\$ 26,595.22</b> |                    |
| <b>Direct Expenses</b>                       |              |       |  |                     |                    |
| Coring Equipment                             | 8            | days  | \$ 50.00                                       | \$ 400.00           |                    |
| Mileage                                      | 3200         | miles | \$ 0.65  | \$ 2,080.00         | 50 miles/trip      |
| <b>Subtotal for Direct Expenses</b>          |              |       |  | <b>\$ 2,480.00</b>  |                    |

**Proposal for Construction Materials QA Testing Services**  
 Power Road Improvements (Project No. A1403) ■ Queen Creek, Arizona  
 January 22, 2018 ■ Terracon Proposal No. P65171228, Revision 2



| Item   | No. of Units | Unit | Unit Rate                                      | Fee                 | Comment                |
|--|--------------|------|--|---------------------|------------------------|
| <b>Laboratory Testing</b>  |              |      |  |                     |                        |
| <b>Soils:</b>  |              |      |  |                     |                        |
| Moisture-Density, ASTM D698-A  | 2            | each | \$ 135.00                                      | \$ 270.00           | 1 per soil type        |
| Liquid-Plastic Limit   | 2            | each | \$ 75.00                                       | \$ 150.00           | 1 per soil type        |
| Sieve Analysis, Coarse & Fine  | 2            | each | \$ 115.00                                      | \$ 230.00           | 1 per soil type        |
| <b>Aggregate Base Course:</b>  |              |      |  |                     |                        |
| Moisture-Density, ASTM D698-C  | 2            | each | \$ 150.00                                      | \$ 300.00           | 1 per source           |
| Liquid-Plastic Limit (Wet Prep)  | 6            | each | \$ 125.00                                      | \$ 750.00           | 1 per 3,000 tons       |
| Sieve Analysis, Coarse & Fine  | 6            | each | \$ 115.00                                      | \$ 690.00           | 1 per 3,000 tons       |
| <b>Concrete (4" x 8" Cylinders):</b>   |              |      |  |                     |                        |
| Curb & Gutter  | 16           | each | \$ 17.50                                       | \$ 280.00           | 4 per 50 yards         |
| Sidewalk   | 16           | each | \$ 17.50                                       | \$ 280.00           | 4 per 50 yards         |
| Culvert  | 24           | each | \$ 17.50                                       | \$ 420.00           | 4 per 50 yards         |
| Scupper  | 24           | Each | \$ 17.50                                       | \$ 420.00           | 4 each                 |
| <b>Asphalt Concrete:</b>   |              |      |  |                     |                        |
| Unit Weight  | 16           | each | \$ 35.00                                       | \$ 560.00           | 1 per 500 tons         |
| Ignition & Gradation   | 16           | each | \$ 150.00                                      | \$ 2,400.00         | 1 per 500 tons         |
| Maximum Theoretical Density  | 12           | each | \$ 150.00                                      | \$ 1,800.00         | 1 per day              |
| Bulk Specific Gravity (Cores)  | 20           | each | 35   | \$ 700.00           | 1 per lift per subplot |
| <b>Subtotal for Lab Testing</b>  |              |      |  | <b>\$ 9,250.00</b>  |                        |
| <b>Project Administration, Engineering Review and Reporting (Direct Labor)</b> |              |      |  |                     |                        |
| Engineer/Project Manager   | 24           | hrs  | \$ 35.00                                       | \$ 840.00           |                        |
| Administrative/Scheduling  | 8            | hrs  | \$ 24.60                                       | \$ 196.80           |                        |
| Principal / Senior Engineer, P.E.  | 4            | hrs  | \$ 66.23                                       | \$ 264.92           |                        |
| <i>Subtotal for PA &amp; Reporting</i>   |              |      |  | \$ 1,301.72         |                        |
|  |              |      | <i>Overhead @ 190.74%</i>                      | 190.74%             | \$ 2,482.90            |
|  |              |      | <i>Profit @ 10% of Direct Labor + Overhead</i> | 10.00%              | \$ 378.46              |
| <b>Subtotal for PA, Engineering Review &amp; Reporting</b>                     |              |      |  | <b>\$ 4,163.08</b>  |                        |
| <b>Estimated Grand Total for Above Services</b>                                |              |      |  | <b>\$ 42,488.30</b> | T&M Basis              |

A construction schedule has not been provided to Terracon; we request that a copy of the construction schedule be provided so that we can confirm our schedule assumptions and the estimated number of site visits are accurate. The actual fee could vary depending on the actual construction schedule, services performed, and number of trips made to the project site.

Work performed in addition to the below anticipated items will be billed in accordance with Terracon's standard fee schedule. Requirements relative to invoicing must be provided prior to the start of work so that payments to Terracon can be made in the appropriate time frames discussed below.

Terracon can only provide the services discussed herein when properly scheduled. Testing and inspection services can be scheduled by the client / contractor with 24-hour notice to our

**Proposal for Construction Materials QA Testing Services**

Power Road Improvements (Project No. A1403) ■ Queen Creek, Arizona

January 22, 2018 ■ Terracon Proposal No. P65171228, Revision 2

**Terracon**

Dispatcher at 480-730-3265 or [phoenix-scheduling@terracon.com](mailto:phoenix-scheduling@terracon.com). Our services will be provided only at the specific starting times scheduled by the client and/or contractor.

The following assumptions were used in preparing our estimated fee:

- We have assumed that contractors on the site will work a single shift, typical 5-day per week schedule;
- A four-hour minimum charge applies to all technician and inspector unit rates;
- An out-of-scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities which were not cancelled with prior notice;
- Staff time, laboratory testing and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices (noted as Task 99) and be considered out-of-scope items and are not included in the above estimated budget;
- All work performed during weekends, holidays, or in excess of 8 hours per day will be billed at 1.5 times the applicable hourly technician and inspector unit rates;
- Testing and inspection services must be scheduled by the client / contractor with 24 hours notice to our office (480-730-3265). Our services are provided on an on-call, as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services;
- Terracon's services specifically exclude job site safety responsibility, and our services do not relieve any contractor/subcontractor from complying with project specifications; and,
- Invoices for the project will be submitted on a monthly basis.

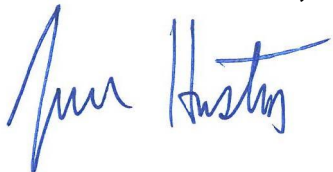
**C. AUTHORIZATION**

We assume that our services will be performed under the terms and conditions in the Contract for On-Call Services between Terracon and the Town of Queen Creek. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate your consideration of Terracon for this work, and look forward to working as your materials engineering consultant on this and future projects.

Sincerely,

**Terracon Consultants, Inc.**



Jesse R. Huston, P.E.  
Materials Department Manager



Joseph A. Phillips, P.E.  
Principal

**Proposal for Construction Materials QA Testing Services**  
Power Road Improvements (Project No. A1403) ■ Queen Creek, Arizona  
January 22, 2018 ■ Terracon Proposal No. P65171228, Revision 2



**BILLING INFORMATION**

CLIENT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_  
REPRESENTATIVE: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**COPY REPORTS TO:**

NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

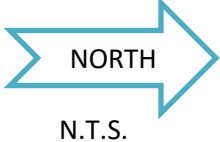
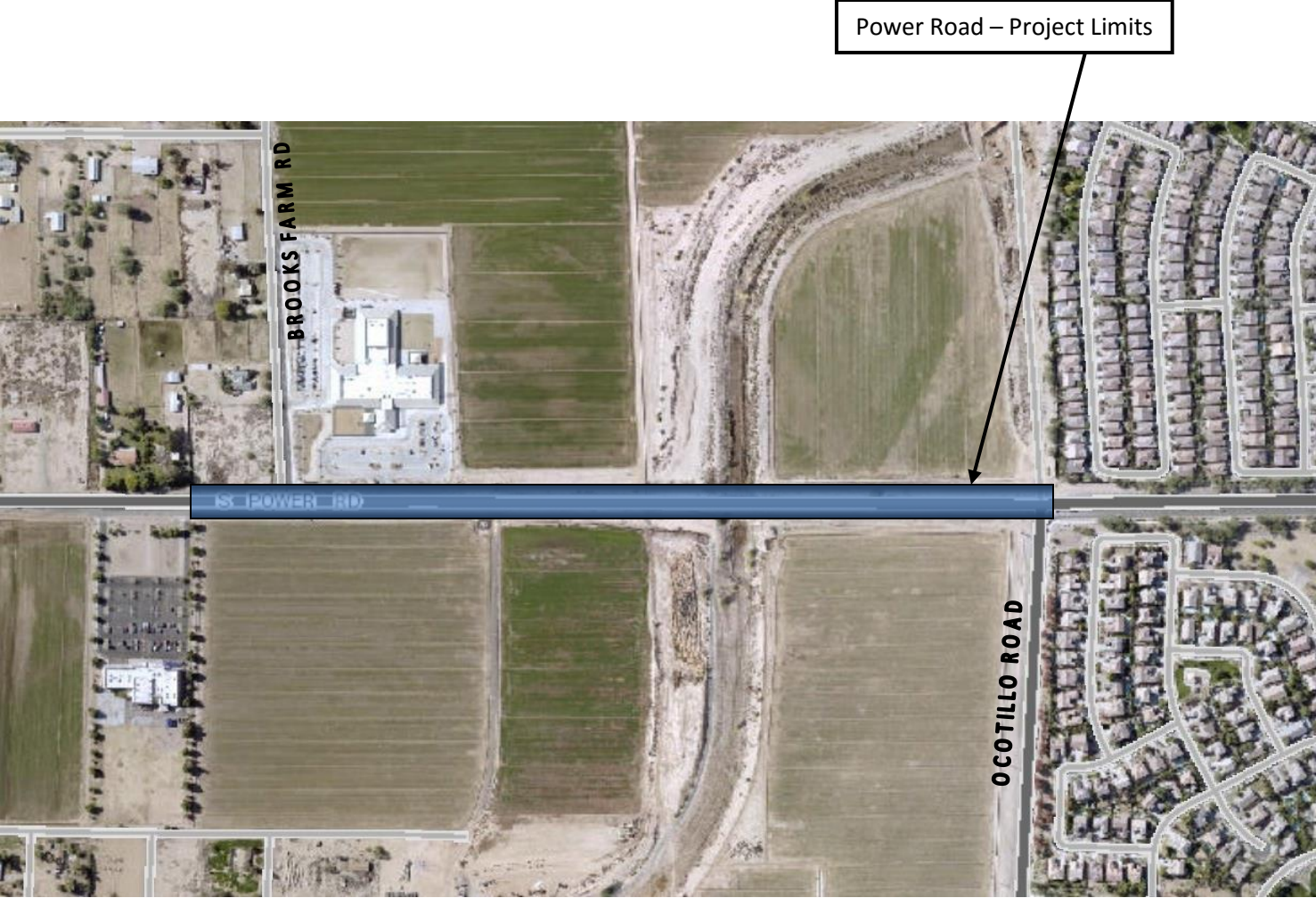
NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

Attachment: a. Professional Service Project Order 1 (Terracon - QA Testing)



Power Rd – Ocotillo Rd to Brooks Farm Rd - Project Site Map



Attachment: b. SiteMap (Terracon - QA Testing)





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 Resolution 1180-18 of the Mayor and Common Council of the Town of Queen Creek, Arizona declaring that certain right-of-way located within the Town of Queen Creek and described as a portion of Appleby Road right-of-way located adjacent to Assessor's Parcel No. 304-68-003Q, is no longer necessary for public use as a roadway; and vacating said right-of-way abandoned, subject to reservation of a public use easement.**

**DATE: March 21, 2018**

---

**Staff Recommendation:**

Staff recommends approval of Resolution 1180-18 declaring that certain right-of-way located within the Town of Queen Creek and described as a portion of Appleby Road right-of-way located adjacent to Assessor's Parcel No. 304-68-003Q, is no longer necessary for public use as a roadway, and vacating said right-of-way abandoned, subject to reservation of a public use easement.

**Relevant Council Goal(s):**



**Superior Infrastructure - Capital Improvement Program**

**Proposed Motion:**

Move to approve Resolution 1180-18 declaring that certain right-of-way located within the Town of Queen Creek and described as a portion of Appleby Road right-of-way located adjacent to Assessor's Parcel No. 304-68-003Q, is no longer necessary for public use as a roadway, and vacating said right-of-way abandoned, subject to reservation of a public use easement.

**Discussion:**

During the design of the new west park site it was determined that a portion of Appleby Road right-of-way could not be used for any functional purpose for the park or roadway. Therefore, staff is recommending that this 35-ft. x 157-ft. strip be abandoned to the adjacent landowner. Abandoning this remnant piece of land to the adjacent property owner will save the Town in annual maintenance cost.

Additionally, because the land serves no functional purpose to the Town, abandonment to the adjacent property owner will rid the Town of future liability issues. The Town has designed an ingress/egress to Mansel Carter Desert Oasis Park that does not use this portion of Appleby Road. The resolution includes the reservation of a public use easement.

All known utility providers in the area were contacted to check for conflicts. Staff received approvals from each. This resolution declares the excess roadway to be abandoned.

**Fiscal Impact:**

The proposed land abandonment creates no fiscal impact; therefore, no budget adjustments are necessary.

**Alternatives:**

Council could choose to keep the excess roadway. This would have the impact of continued maintenance and liability concerns.

**Attachment(s):**

- a. Resolution 1180-18
- b. Site Map

When recorded mail to:

Real Estate  
 Town of Queen Creek  
 22350 S. Ellsworth Rd.  
 Queen Creek AZ 85142

RESOLUTION NO. 1180 -18

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA DECLARING THAT CERTAIN RIGHT-OF-WAY LOCATED WITHIN THE TOWN OF QUEEN CREEK AND DESCRIBED AS A PORTION OF APPLEBY ROAD RIGHT OF WAY LOCATED ADJACENT TO ASSESSOR'S PARCEL NO. 304-68-003Q, IS NO LONGER NECESSARY FOR PUBLIC USE AS A ROADWAY; AND VACATING SAID RIGHT-OF-WAY ABANDONED, SUBJECT TO RESERVATION OF AN EASEMENT FOR EXISTING UTILITIES.

WHEREAS, A.R.S. § 28-7201 et seq. provides for the disposition of public roadway if the Council determines that the roadway is not necessary for public use as a roadway; and

WHEREAS, the Town Council finds that a portion of Appleby Road right of way located adjacent to Assessor's Parcel No. 304-68-003Q as further described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference (the "Right of Way"), is not necessary for public use as a roadway; and

WHEREAS, the abandonment of the Right of Way will not leave any land adjoining the roadway without a public or private legal access connecting the land with another established public road; and

WHEREAS, the Town Council has determined, after giving due consideration to the degree of fragmentation and the marketability of the Right of Way, that no consideration will be required to be paid to the Town by the owner of the abutting property.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA:

1. That the Right of Way is no longer necessary for public use as a roadway and is hereby vacated, subject to the reservation of a public utility easement for the purpose of accessing, constructing, operating, maintaining , repairing and replacing existing public infrastructure located within the Right of Way; including, but not limited to communication and fiber optic lines, gas, electric, petroleum, water and sewer lines, pipes, or poles, on, over, under, and across the ground included within the Public Utility Easement; and subject as well to all encumbrances, liens, limitations, easements, restrictions and estates existing on the Right of Way prior to this abandonment.

No permanent building shall be constructed or installed within the area of the Easement Parcel.

2. That this Resolution of Abandonment shall take effect when it is recorded in the office of the Maricopa County Recorder.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA this 21st day of March, 2018.

\_\_\_\_\_  
Gail Barney, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Robinson, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dickinson-Wright PLLC  
Town Attorneys

Attachment: a. Resolution 1180-18 (Resolution 1180-18 - Appleby)

LEGAL DESCRIPTION  
FOR  
RIGHT OF WAY ABANDONMENT  
APN 304-68-003Q

A PARCEL OF LAND SITUATED IN A PORTION OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 17 FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 00 DEGREES 58 MINUTES 07 SECONDS EAST, 2666.47 FEET;

THENCE ALONG AND WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, SOUTH 00 DEGREES 58 MINUTES 07 SECONDS EAST, 180.58 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF AMENDED SUN VALLEY FARMS UNIT III AS RECORDED IN BOOK 198 OF MAPS ON PAGE 30, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE DEPARTING SAID WEST LINE, ALONG AND WITH THE SOUTH LINE OF SAID LOT 6, SAME BEING THE NORTH RIGHT OF WAY LINE OF APPLEBY ROAD AS DEDICATED IN BOOK 881 OF MAPS ON PAGE 10, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, NORTH 89 DEGREES 06 MINUTES 44 SECONDS EAST, 1329.38 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 2003-1121243, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AND THE TRUE POINT OF BEGINNING OF THE HERIN DESCRIBED PARCEL;

THENCE CONTINUING ALONG AND WITH SAID SOUTH LINE, NORTH 89 DEGREES 06 MINUTES 44 SECONDS EAST, 156.70 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID LOT 6;

THENCE DEPARTING SAID NORTH LINE, ALONG AND WITH THE EAST RIGHT OF WAY LINE OF SAID APPLEBY ROAD, SOUTH 00 DEGREES 33 MINUTES 15 SECONDS EAST, 35.00 FEET;

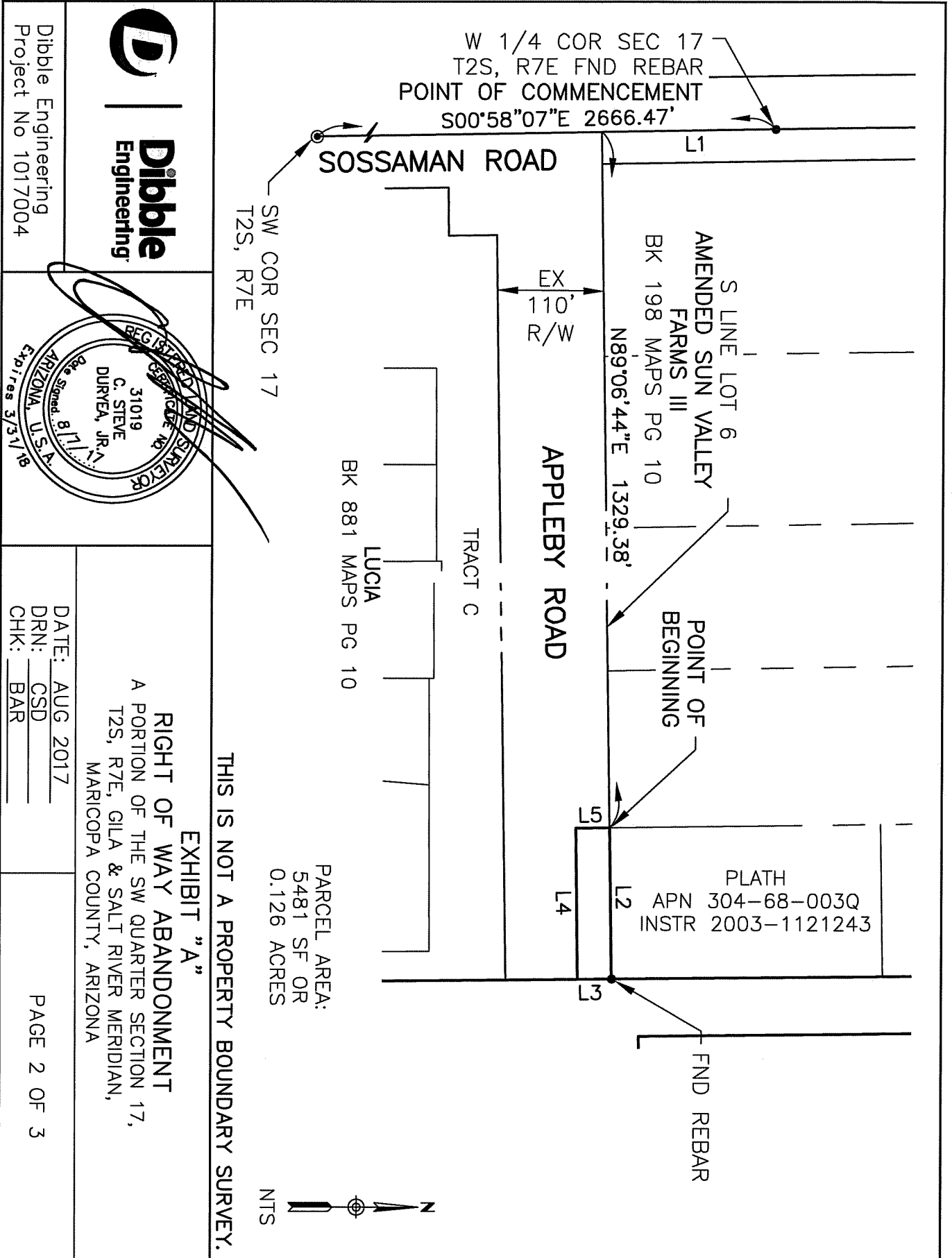
THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, SOUTH 89 DEGREES 06 MINUTES 44 SECONDS WEST, 156.50 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 16 SECONDS WEST, 35.00 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 5,481 SQUARE FEET OR 0.126 ACRES OF LAND, MORE OR LESS.

THE ATTACHED EXHIBIT 'A' IS TO BE INCLUDED AND MADE PART OF THIS DESCRIPTION.

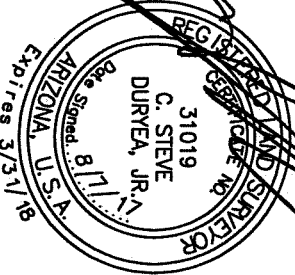


Attachment: a. Resolution 1180-18 (Resolution 1180-18 - Appleby)



**Dibble Engineering**

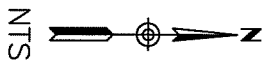
Dibble Engineering  
Project No 1017004



DATE: AUG 2017  
DRN: CSD  
CHK: BAR

EXHIBIT "A"  
RIGHT OF WAY ABANDONMENT  
A PORTION OF THE SW QUARTER SECTION 17,  
T2S, R7E, GILA & SALT RIVER MERIDIAN,  
MARICOPA COUNTY, ARIZONA

| LINE DATA TABLE |             |          |
|-----------------|-------------|----------|
| LINE            | BEARING     | DISTANCE |
| L1              | S00°58'07"E | 180.58'  |
| L2              | N89°06'44"E | 156.70'  |
| L3              | S00°33'15"E | 35.00'   |
| L4              | S89°06'44"W | 156.50'  |
| L5              | N00°53'16"W | 35.00'   |



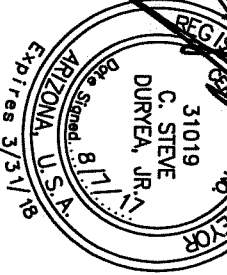
NTS

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

**EXHIBIT "A"**  
**RIGHT OF WAY ABANDONMENT**  
 A PORTION OF THE SW QUARTER SECTION 17,  
 T2S, R7E, G1A & SALT RIVER MERIDIAN,  
 MARICOPA COUNTY, ARIZONA



Dibble Engineering  
 Project No 1017004

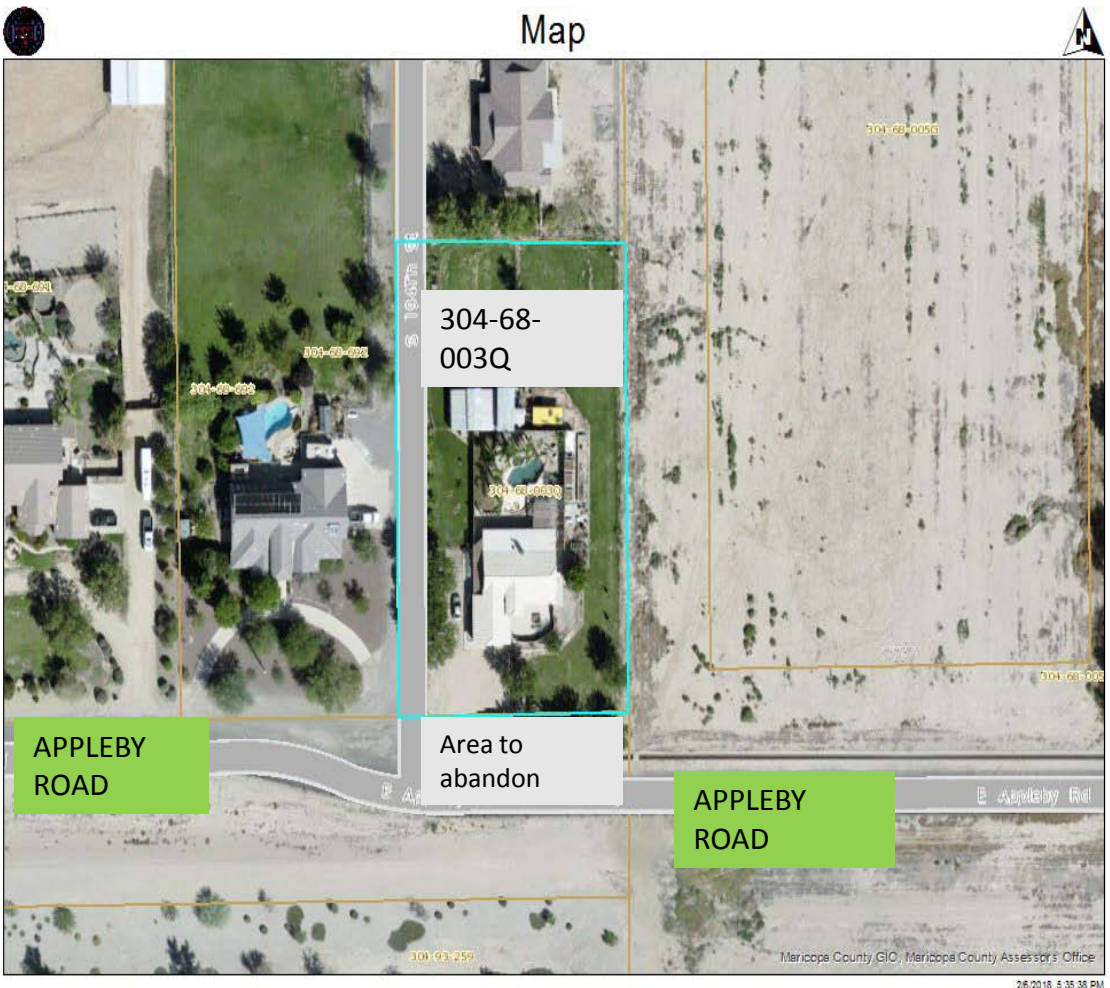


DATE: AUG 2017  
 DRN: CSD  
 CHK: BAR

PAGE 3 OF 3



# APPLEBY ABANDONMENT



Attachment: b. Site Map (Resolution 1180-18 - Appleby)





Requesting Department

Economic Development

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR AND  
TROY WHITE, PUBLIC WORKS DIRECTOR

**RE:** Consideration and possible approval of Resolution 1188-18 and  
the Development Agreement between the Town and Wadsworth  
QCS, LLC.

**DATE:** March 21, 2018

---

**Staff Recommendation:** Staff recommends approval of Resolution 1188-18 and the Development Agreement with Wadsworth QCS, LLC.

**Relevant Council Goal(s):**



Secure future: KRA Environment; Land Use & Economic Development



Superior Infrastructure - Capital Improvement Program

**Proposed Motion:** Move to approve Resolution 1188-18 and the Development Agreement with Wadsworth QCS, LLC.

**Discussion:**

Capital Improvement Project I0010, Ellsworth and Queen Creek Road Intersection Improvements - Phase 2 commenced construction in February 2018.

Adjacent private property on the northwest corner of the Ellsworth Road and Queen Creek Road intersection has proposed a development plan and as pursuant to Town development code, is required to make certain offsite street improvements. The Town contacted the developer in early 2017 to inquire about constructing their required improvements in conjunction with the Town's designed CIP project to facilitate the construction effort, improve construction coordination and scheduling, minimize traffic control impacts during construction, and reduce overall costs to both parties as a result.

The concept of concurrent construction has significant merit and benefit for the Town as it pertains to traffic operations in the intersection and a strong Town desire to minimize construction occurrences along Ellsworth Road, in particular, but also Queen Creek Road due to the large traffic volume that passes through the intersection and the

associated inconvenience construction lane restrictions brings. Therefore, Town staff and the developer have negotiated the proposed agreement with Town Attorney assistance.

The proposed agreement outlines the Town responsibility for the coordination and oversight of the CIP project within the public rights-of-way for Ellsworth Road and Queen Creek Road, adjacent to the property. The Property Owner shall grant non-exclusive easements, rights of entry and/or licenses for the construction and installation of the CIP Project.

The CIP Project also requires additional right-of-way that is in addition to the half-street that the Property Owner is required to dedicate to the Town. In lieu of purchasing the additional ROW, the Town has agreed to accept a dedication of the ROW in exchange for a development fee credit in the amount of \$150,000.

**Fiscal Impact:**

The additional ROW that the Town would have needed to purchase for the Capital Improvement Project I0010, Ellsworth and Queen Creek Intersection Improvements will now be shifted to a development fee credit. The value of the credit will be included as an expense to the project and the development fee funds will be made whole, up to the \$150,000 waiver included in the development agreement.

**Attachment(s):**

- Resolution 1188-18
- Development Agreement

**RESOLUTION 1188-18**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, APPROVING PURSUANT TO A.R.S. § 9-500.05, THE DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND WADSWORTH QCS, LLC FOR THE DEVELOPMENT OF 35.92 ACRES LOCATED ON THE NWC OF ELLSWORTH AND QUEEN CREEK ROADS KNOWN AS QC CROSSING.**

**WHEREAS**, A.R.S. 9-500.05 authorizes the Town to enter into development agreements relating to property within the Town of Queen Creek limits; and,

**WHEREAS**, the development agreement is in the best interest of the Town; and

**WHEREAS**, the Town is entering into this agreement to implement and to facilitate the completion of the Capital Improvement Project and the off-site improvements with minimum disruption to traffic.

**NOW, THEREFORE, BE IT RESOLVED** BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1: That the Development Agreement between the Town of Queen Creek and Wadsworth QCS, LLC, attached as Exhibit A and incorporated herein by this reference, is hereby approved and adopted as presented.

Section 2: That the Town Mayor, Town Manager, Town Clerk and Town Attorney, as appropriate, are hereby further authorized and directed to sign the Development Agreement and execute all other documents and instruments and take such actions as are reasonably necessary and/or appropriate to effectuate the transactions contemplated by this Resolution.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 7th day of March, 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

\_\_\_\_\_  
Gail Barney, Mayor

\_\_\_\_\_  
Jennifer Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kross, Town Manager

\_\_\_\_\_  
Scott Holcomb, Town Attorney

PHOENIX 53749-1 438167v1

Attachment: • Resolution 1188-18 (Wadsworth development agreement)

WHEN RECORDED RETURN TO:  
Town of Queen Creek  
Attn: Town Clerk  
22350 South Ellsworth Road  
Queen Creek, Arizona 85142

---

JOINT DEVELOPMENT AGREEMENT

---

TOWN OF QUEEN CREEK, ARIZONA,  
an Arizona municipal corporation

AND

[WADSWORTH QCS], LLC  
a Utah limited liability company

---

March \_\_, 2018

---

Attachment: • Development Agreement (Wadsworth development agreement)

## JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (the “**Agreement**”) is made as of the \_\_\_\_ day of February, 2018, by and between the TOWN OF QUEEN CREEK, ARIZONA, an Arizona municipal corporation (the “**Town**”) acting by and through the Mayor and Town Council (the “**Council**”), and [WADSWORTH QCS], LLC, an Utah limited liability company (the “**Owner**”). The Town and Owner are sometimes referred to herein collectively as the “**Parties**,” or individually as a “**Party**.”

### RECITALS

A. The Owner owns, or has the right to own (or through its Affiliate will become the owner of), approximately 35.92 net acres of real property located in Queen Creek, Arizona at the northwest corner of Ellsworth Road and Queen Creek Road, and legally described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”). The Property is located within the Town’s corporate limits.

B. The Property is currently zoned “R1-43” with a mixed use designation under the Town’s General Plan. Owner intends to submit an application to the Town to rezone the Property to a PAD with a “C-2 designation”, consistent with the Town’s General Plan (the “**Rezoning**”).

C. The Town anticipates commencement of a capital improvement project in December 2017, whereby improvements will be made by the Town to Ellsworth Road and Queen Creek Road adjacent to the Property, as more particularly described in Exhibit B attached hereto and incorporated herein by reference (the “**CIP Project**”).

D. Owner intends to develop the Property for commercial uses, consistent with the Rezoning, and is typically required to construct certain off-site improvements adjacent to the Property, within public rights-of-way for Ellsworth Road .,

E. The Town desires to minimize disruption to traffic on Ellsworth Road due to the CIP Project and the Off-Site Improvements, and the Parties therefore desire to cause the construction of the CIP Project in a manner that allows for developer offsites to be installed with minimum disruption to traffic.

F. The Parties understand and acknowledge that this Agreement is a “Development Agreement” within the meaning of and entered into pursuant to the terms of Ariz. Rev. Stat. § 9-500.05, to facilitate the completion of the CIP Project and the Off-Site Improvements. The terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

G. The Town is entering into this Agreement to implement and to facilitate completion of the CIP Project and the Off-Site Improvements consistent with the policies of the Town reflected in the previously adopted ordinances establishing the Town’s General Plan and the Zoning.

## AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

### 1. DEFINITIONS.

In this Agreement, unless a different meaning clearly appears from the context:

(a) **“Affiliate,”** as applied to any person, means any person directly or indirectly controlling, controlled by, or under common control with, that person or a blood relative or spouse of such person, if such person is a natural person. For the purposes of this definition, (i) **“control”** (including with correlative meaning, the terms **“controlling,”** **“controlled by”** and **“under common control”**), as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through the ownership of voting securities, by contract or otherwise, and (ii) **“person”** means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

(b) **“Agreement”** means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through H, inclusive, are incorporated herein by reference and form a part of this Agreement but are not intended to expand the scope, number or nature of Owner’s obligations beyond those expressly set forth in the numbered sections of this Agreement.

(c) **“Applicable Laws”** means as defined in Section 10.4.

(d) **“Approved Construction Contractors”** means as defined in Section 8.2(b).

(e) **“A.R.S.”** means the Arizona Revised Statutes as now or hereafter enacted or amended.

(f) **“Council”** means the duly elected Mayor and Town Council of the Town of Queen Creek.

(g) **“Default”** or **“Event of Default”** means one or more of the events described in Section 9.1 or 9.2; provided, however, that such events shall not give rise to any remedy until effect has been given to all grace periods and/or cure periods provided for in this Agreement and that in any event the available remedies shall be limited to those set forth in Section 9.4.

(h) **“Effective Date”** means the date on which all of the following has occurred: the Rezoning has been approved by the Council, and this Agreement has been adopted and approved by the Council, executed by duly authorized representatives of the Town and Owner, and recorded in the office of the Recorder of Maricopa County, Arizona.

(i) **“General Plan”** means the Town’s General Plan, as required by statute, and as required, from time to time, by the Town.

(j) **“Improvement Plans”** means all construction drawings, reports, specifications, etc., necessary to construct the CIP Project and the Off-Site Improvements.

(k) **“Inspection Approval Date”** means as defined in Section 3.6.

(l) **“Lender”** means as defined in Section 10.3.

(m) **“Missed Deadline Notice”** means as defined in Section 3.5.

(n) **“Owner”** means the Party or Parties designated as Owner on the first page of this Agreement, and its permitted successors and assigns that conform to the requirements of this Agreement.

(o) **“PAD”** means a planned area development, as contemplated under Applicable Laws.

(p) **“Party”** or **“Parties”** means as designated on the first page of this Agreement.

(q) **“Property”** means as defined in Recital A and as described in Exhibit A.

(r) **“Rezoning”** means as defined in Recital B.

(s) **“Target Deadlines”** means as defined in Section 3.5 and as outlined in Exhibit F.

(t) **“Term”** means the period commencing on the Effective Date and terminating on the date on which the Parties have performed all of their obligations under this Agreement; provided, however, that in no event shall the Term of this Agreement extend beyond the tenth (10th) anniversary of the Effective Date. In the event that the Town has not commenced and completed the Off-Site Improvements and CIP Project within 1 year of the date of this Agreement, Owner shall have the right to terminate this Agreement.

(u) **“Third Party”** means any person (as defined in Section 1(a) above) other than a Party, or an Affiliate of any Party.

(v) **“Town”** means the Party designated as Town on the first page of this Agreement.

(w) “Town Code” means the Code of the Town of Queen Creek, Arizona, in effect as of the Effective Date.

## 2. PARTIES AND TERM OF THIS AGREEMENT.

2.1. Parties to the Agreement. The Parties to this Agreement are the Town and the Owner.

(a) The Town. The Town is a municipal corporation and a political subdivision of the State of Arizona, duly organized and validly existing under the laws of the State of Arizona, exercising its governmental functions and powers.

(b) Owner. Owner is [Wadsworth QCS], LLC, a duly organized and validly existing Utah limited liability companies, qualified to do business in the State of Arizona, together with its successors in interest and assigns.

2.2. Term. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate, or be deemed to terminate at the end of the Term.

2.3. Development Fees. The Owner is currently processing a rezoning and site plan application with the Town for the development of a commercial shopping center at the NWC or Ellsworth Road and the Queen Creek Road alignment. It is anticipated that the initial building permits will be issued for the development in approximately the second quarter of 2018. It is also understood that the Town is currently evaluating decreasing or increasing the development fees associated with commercial development in the Town. Town agrees that the assessed development fees shall be in compliance with ARS 9-463.05(F) and that the “final approval” referenced in such statute shall be the date that the first building permit is purchased for the development but in no event later than September 15, 2018. Town further agrees that the payment by Owner of the development fees associated with an individual permit shall be due and payable no later than one (1) year from the date the Owner pulls such building permit for a building within the development. The Town understands and agrees that the commercial shopping center will be developed in several phases.

2.4. Irrigation Drainage Pipe Relocation. As part of the development of the shopping center, Owner agrees at its sole cost and expense to relocate an irrigation drainage pipe contemporaneously with construction of the other improvements associated with the development. The pipeline is an existing 30” Class III diameter pipe that currently runs along the west side of Ellsworth Road. The purpose for the relocation is to move the existing pipeline out of the 70 foot half road right of way and 8 foot public utility easement. The new pipeline will connect into the existing 24 inch Class IV RGRCP upstream to the concrete collar that is currently being installed as part of the Ellsworth Road Improvement project that is being done by the Town. The new pipeline will then run north inside a new irrigation easement that will be dedicated to the Bureau of Reclamation, for approximately 775 feet to connect into the existing Queen Creek Irrigation District 30 inch class V pipeline to the north. This relocation expense is an extraordinary cost that is not typically associated with a similarly situated development. It is anticipated that the relocation of the irrigation pipe will cost approximately \$300,000 (“Irrigation Pipe Relocation Cost”).



### 3. CONSTRUCTION OF CIP PROJECT & OFF-SITE IMPROVEMENTS.

3.1. Responsibility for Construction. Town shall administer, coordinate and oversee the simultaneous construction of the CIP Project within the existing public rights-of-way for Ellsworth Road and Queen Creek Road adjacent to the Property

3.2. Grant of Necessary Easements. Owner shall grant, to the extent not previously provided for in any recorded instrument, such separate written temporary, non-exclusive easements, right of entry and/or licenses in or upon the portions of the Property as are reasonably necessary (as determined by Town) for the construction and installation and/or permanent location of the CIP Project the performance of Town's responsibilities under this Agreement; provided that Owner shall not be required to grant any temporary, non-exclusive easements, rights of entry and/or licenses pursuant to this paragraph, if, as a result, such grant shall adversely affect the marketability of the Property, or unreasonably interfere with Owner's intended development and use of the Property. All utility easements will be in the locations shown on the applicable utility plans or as agreed to with the applicable utility. In addition, as a condition precedent to the entry and/or commencement of construction of the CIP Project and Off-Site Improvements, the Town and any contractors and sub-contractors entering the Property shall procure and thereafter maintain insurance policies naming such Owner as an additional insured and issued by an insurance company authorized to do business in Arizona and in compliance with the Town's minimum insurance requirements. Town, at its cost and expense, shall coordinate and administer the repair by the applicable contractor of any damage caused to any portion of the Property that such contractor and/or its agents, designees, employees, and sub-contractors enters upon as part of its construction of the CIP Project and Off-Site Improvements. The temporary easement rights under this Section shall terminate upon the earlier of full satisfaction of all of Town's obligations hereunder and the termination of this Agreement or December 31, 2018.

3.3. Reimbursement Rights. To the extent there are any rights to payments or credits from any applicable governmental authority or other entity for reimbursement of costs related to the CIP Project, Off-Site Improvements, then Town shall receive such payments or credits with respect to the CIP Project and Owner shall receive such payments or credits with respect to the Off-Site Improvements.

3.4. Acquisition of Additional Right-of-Way; Development Fee Credit. Town wishes to obtain from Owner certain additional right-of-way that is in addition to the half-street that Owner is required to dedicate to Town (the "Additional ROW"), consisting of [describe]. Town has determined that the value of the Additional ROW is in excess of \$200,000.00. In lieu of purchasing the Additional ROW, Town has agreed to accept a dedication of the Additional ROW from Owner in exchange for fee waivers, building permit fee waivers, plan review fee waivers, inspection fee waivers or development fee credit in the amount of \$150,000.00 (the "Credit"). The Credit will be available to Owner immediately following the conveyance of the Additional ROW to Town by means of a special warranty deed in form reasonably satisfactory to Town, and free of all liens, claims and other encumbrances. The Credit may be used by Owner against any and all permitted Development Fees (as shown on the development fee schedule adopted May 7, 2014, by the Queen Creek Town Council) that are assessed against the Property (or any portion thereof) for any: (i) land dedication (ii) roadway

improvements as described in Exhibit C, (iii) oversized utilities, including but not limited to, water and wastewater infrastructure, and (iv) improvements or other contributions provided by the Owner[s] to the Town; provided however, the amount of the fee credit is limited to the portion of the total development fees attributable to the improvement or dedicated land as set forth in the Town's infrastructure improvements plan ("IIP"). To the extent costs for improvements or land exceed the amount in the Town's adopted IIP, Owner shall not be entitled to a credit. In accordance with Town policy, The Owner[s] agree to provide written acknowledgments and required supporting information pertaining to the credit sought by a particular Owner prior to the Town issuing a building permit for the Property. Wherever this Agreement provides that the Owner[s] shall be entitled to a credit against any Development Fee imposed by the Town, a Developer or Builder shall also be entitled to the credit.

3.5. Credit Procedures. The mechanisms and procedures for obtaining an application of the fee credits to which an Owner, Developer or Builder is entitled under this Agreement shall be administered and governed by the Queen Creek Town Code; provided, however, that the Town shall be bound by this Agreement in its application of the Code.

#### 4. INDEMNITY; RISK OF LOSS.

4.1. Indemnity by Owner. Owner shall indemnify, defend, pay and hold harmless the Town and its Town Council members, officers and employees for, from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorney's fees, experts' fees and court costs associated) which arise from breach of Owner's obligations under this Agreement. The provisions of this Section 6.1, however, shall not apply to loss or damage or claims therefore which are attributable in whole or in part to acts or omissions of the Town, its agents, employees, contractors, subcontractors or representatives or any Third Party. Owner shall have no defense obligation in any instance in which a claim is asserted based, in whole or in part, upon an act or omission of the Town, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of Owner shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

4.2. Indemnity by the Town. The Town shall indemnify, defend, pay and hold harmless Owner and its Affiliates and their respective partners, shareholders, officers, managers, members, agents and representatives for, from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities and suits (including attorneys' and experts' fees and court costs associated) which arise from the Town's breach of the Town's obligations under this Agreement. The provisions of this Section 6.2 shall not apply to loss or damage or claims therefore which are attributable in whole or in part to the acts or omissions of Owner and/or its Affiliates, or their respective agents, employees, contractors, subcontractors or representatives. The Town shall have no defense obligation in any instance in which a claim is asserted based, in whole or in part, upon a negligent act or omissions of Owner, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of the Town shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period; provided, however, this indemnity shall terminate as to the Off-Site Improvements upon acceptance of the Off-Site Improvements by Town.

4.3. Risk of Loss. Owner assumes the risk of any and all loss, damage or claims to the Off-Site Improvements. Town assumes the risk of any and all loss, damage or claims to the CIP Improvements.

5. TOWN REPRESENTATIONS. The Town represents and warrants to Owner that:

5.1. The Town has the full right, power and authorization to enter into and perform this Agreement and each of Town's obligations and undertakings under this Agreement, and the Town's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Town Code.

5.2. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

5.3. The Town will execute and acknowledge when appropriate all documents and instruments and will diligently take all actions necessary to implement, evidence and enforce this Agreement.

5.4. The Town knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the Town or its officials with respect to this Agreement.

5.5. The execution, delivery and performance of this Agreement by the Town is not prohibited by, and does not materially and adversely conflict with, any other agreements, instruments or judgments or decrees to which the Town is a party or is otherwise subject.

5.6. The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

6. OWNER REPRESENTATIONS. Owner represents and warrants to the Town that:

6.1. Owner has the full right, power and authorization to enter into and perform this Agreement and each of the obligations and undertakings of Owner under this Agreement, and the execution, delivery and performance of this Agreement by Owner has been duly authorized and agreed to in compliance with the organizational documents of Owner.

6.2. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

6.3. Owner will execute and acknowledge when appropriate all documents and instruments and will diligently take all actions necessary to implement, evidence and enforce this Agreement.

6.4. As of the date of this Agreement, Owner knows of no litigation, proceeding or investigation pending or overtly threatened against or affecting Owner, which could have a material adverse effect on Owner's performance under this Agreement.

6.5. This Agreement (and each undertaking of Owner contained herein) constitutes a valid, binding and enforceable obligation of Owner, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Owner will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names Owner as a party or which challenges the authority of Owner to enter into or perform any of its obligations hereunder and will reasonably cooperate with the Town in connection with any other action by a Third Party in which the Town is a party and the benefits of this Agreement to the Town are challenged. The severability and reformation provisions of Section 10.4 shall apply in the event of any successful challenge to this Agreement.

6.6. The execution, delivery and performance of this Agreement by Owner is not prohibited by, and does not materially and adversely conflict with, any other agreements, instruments, judgments or decrees to which Owner is a party or to which Owner is otherwise subject.

6.7. Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

6.8. Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

## 7. EVENTS OF DEFAULT; REMEDIES.

7.1. Events of Default by Owner. "Event of Default" by Owner under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by Owner was materially inaccurate when made or shall prove to be materially inaccurate during the Term following notice to Owner to cure, which cure remains unsatisfied;

(b) Owner fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement after the expiration of all applicable notice and cure periods;

7.2. Events of Default by the Town. Event of Default by the Town under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by the Town was materially inaccurate when made or shall prove to be materially inaccurate during the Term following notice to Town to cure, which cure remains unsatisfied;

(b) The Town fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

7.3. Grace Periods; Notice and Cure. Upon the occurrence of an Event of Default by either Party, such Party shall, upon written notice from the other Party, proceed promptly to cure or remedy such Event of Default and, in any event, such Event of Default shall be cured within thirty (30) days after receipt of such notice, or, if such non-monetary Event of Default is of a nature that it is not reasonably capable of being cured within thirty (30) days, the curing of such Event of Default shall be commenced within such period and diligently pursued to completion, provided that such additional time for cure does not exceed thirty (30) days.

7.4. Remedies for Default. Whenever any Event of Default occurs and is not cured (or cure undertaken) by the non-performing Party in accordance with Section 9.3 of this Agreement, the other Party shall proceed with mediation as provided in Section 9.8. If, after the forty-five (45) day moratorium provided in Section 9.8 the Event of Default has not been cured, the non-defaulting Party may take any of one or more of the following actions (and no remedial action shall be taken or remedial rights shall exist until the expiration of the notice and cure period set forth in Section 9.3):

(a) Remedies of the Town. The Town's exclusive remedies for an Event of Default by Owner shall consist of, and shall be limited to the following:

(i) If an Event of Default by Owner occurs with respect to any of Owner's obligations under this Agreement, the Town may suspend any of its obligations under this Agreement.

(ii) Owner's obligations of indemnity are independent obligations, and the Town may enforce its rights of indemnity granted by Section 6.1 at any time.

(b) Remedies of Owner. Owner's exclusive remedies for an Event of Default by the Town shall consist of and shall be limited to the following:

(i) If an Event of Default by the Town occurs at any time, whether prior to or after Completion of Construction of the Off-Site Improvements, Owner may seek special action or other similar relief (whether characterized as mandamus, injunction or otherwise), requiring the Town to undertake and to fully and timely perform its obligations under this Agreement.

(ii) The Town's obligations of indemnity are independent obligations, and Owner may enforce its rights of indemnity granted by Section 6.2 at any time.

7.5. Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by either Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Event of Default by the other Party shall not be considered as a waiver of rights with respect to any other Event of Default by the performing Party or with respect to the particular Event of Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk



of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or other similar doctrine at a time when it may still hope to resolve the problems created by the Event of Default involved.

7.6. Enforced Delay in Performance for Causes Beyond Control of Party. Neither the Town nor Owner, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an “**Enforced Delay**”) due to causes beyond its reasonable control and without its fault, negligence or failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other Party, acts of a Third Party, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, war, terrorism or act of terror, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Property (whether permanent or temporary) by any public, quasi-public or private entity. In no event will Enforced Delay include any delay resulting from general economic or market conditions, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders desired by Owner in connection with the Property, it being agreed that Owner will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided that the Party seeking the benefit of the provisions of this Section 9.6 shall, within thirty (30) days after such Party knows of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either Party’s failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such Party; and provided, further, that no period of Enforced Delay shall exceed a period of ninety (90) consecutive calendar days.

7.7. Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

7.8. Mediation. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The matter in dispute shall be submitted to a mediator mutually selected by Owner and the Town. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Town and Owner shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years’ experience in mediating or arbitrating disputes relating to commercial development. The cost of any such mediation shall be divided equally between

the Town and Owner. The results of the mediation shall be non-binding on the Parties, and any party shall be free to initiate litigation subsequent to the moratorium.

## 8. MISCELLANEOUS PROVISIONS.

8.1. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 10.1.

8.2. Assignment. Only (i) in conjunction with the sale of all or a portion of the Property, (ii) the express assumption of all obligations of Owner hereunder by the assignee for its proportionate share, and (iii) the approval by Town in its sole discretion of such assignee's financial capability to perform the obligations of Owner hereunder, Owner shall be permitted to assign this Agreement, in whole or in part, to any successor-in-interest to all or any portion of the Property, by written assignment which shall be recorded in the Official Records of Maricopa County, and such written assignment shall identify the rights and obligations assumed by such assignee. No voluntary or involuntary successor-in-interest of Owner shall acquire any rights or powers under this Agreement except as expressly set forth herein. No transfer of the Property, or any portion thereof, shall result in any transfer or assignment of any rights of Owner hereunder unless there is an express assignment of such rights in writing executed by Owner and assumption of all obligations by the assignee. Town shall, at any time upon ten (10) days' notice by Owner, provide to a prospective purchaser of any portion of the Property an estoppel certificate or other document evidencing that (i) this Agreement is in full force and effect; (ii) that no default by Owner exists hereunder (or, if appropriate, specifying the nature and duration of any existing default); and (iii) such other matters as such purchaser or Owner may reasonably request.

(a) The rights established under this Agreement and the Rezoning are not personal rights but attach to and run with the Property, pursuant to the provisions in Subsection 2.2 entitled "Term." Upon the Effective Date of this Agreement, the Owner and its successors or assigns are entitled to exercise the rights granted pursuant to this Agreement in conformance to A.R.S. § 9-500.05(D). This Agreement shall be interpreted and construed so as to preserve any vested rights respecting the Owner and/or the Property existing under this Agreement and applicable law.

(b) All of the provisions hereof are binding and shall inure to the benefit of the Parties and be binding upon the successors and assigns of the Parties hereof; provided, however, the Owner's rights and obligations hereunder may only be assigned to a person or entity subject to the provisions of this Section 10.2.



8.3. Lender Provisions. The Town is aware that financing for development, construction, acquisition, and operation of the Property may be provided or has been provided, in whole or in part, from time to time, by one or more third parties (collectively, “Lender”), which Lender may request a collateral assignment of this Agreement as part of its collateral for its loan to Owner. The Town agrees that such collateral assignments are permissible without consent of the Town. In the event of default by Owner, the Town shall provide notice of such default at the same time notice is provided to Owner to any Lender previously identified in writing to the Town. If a Lender is permitted, under the terms of its agreement with Owner to cure the default and/or to assume Owner’s position with respect to this Agreement, the Town agrees to recognize the rights of Lender and to otherwise permit Lender to assume such rights and obligations of Owner under this Agreement. This Agreement does not prohibit, restrict or limit in any way the right of any Lender to take title to all or any part of the Property, without the approval of the Town, pursuant to a foreclosure proceeding, trustee’s sale or deed in lieu of foreclosure. Nothing in this Agreement shall be deemed or construed to permit or authorize any such Lender to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted by the Rezoning and this Agreement. The Town shall, at any time upon request by Owner or Lender, provide to any Lender an estoppel certificate, acknowledgement of collateral assignment, or other document evidencing that this Agreement is in full force and effect, that it has not been amended or modified (or, if appropriate, specifying such amendment or modification), and that no default by Owner exists hereunder (or, if appropriate, specifying the nature and duration of any existing default) and certifying to such other matters reasonably requested by such Owner or Lender. Upon request by a Lender, the Town will enter into a separate assumption or similar agreement with such Lender consistent with the provisions of this Section 10.3.

8.4. Limited Severability. The Town and Owner each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the Town to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, Town code or Town charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

8.5. Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of

this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

#### 8.6. Notices.

(a) Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section, or by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid:

|                          |  |
|--------------------------|--|
| If to the Town:          | Town of Queen Creek<br>Attn: Town Manager<br>22358 South Ellsworth Road<br>Queen Creek, Arizona 85142                              |
| With a required copy to: | Dickinson Wright, PLLC<br>Attn: Fredda Bisman, Town Attorney<br>1850 North Central Avenue, Suite 1400<br>Phoenix, Arizona 85004    |
| If to Owner:             | [TBD], LLC<br>c/o Wadsworth Development Group, LLC<br>Attn: R. Roman Groesbeck<br>166 E. 14000 S., Ste. 210<br>Draper, UT 84020    |
| With a required copy to: | Robert D. Walker, Esq.<br>Kirton & McConkie<br>50 E. South Temple, Suite 400<br>Salt Lake City, UT 84111<br>Fax No. (801) 321-4893 |

(b) Effective Date of Notices. Any notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt (or refusal to accept receipt) by the addressee. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. Any Party may designate a different person or entity or change the place to which any notice shall be given as herein provided.

(c) Payments. Payments shall be made and delivered in the same manner as Notices; provided, however, that payments shall be deemed made only upon actual receipt, in good and available funds, by the intended recipient.

8.7. Time of Essence. Time is of the essence of this Agreement and each provision hereof.

8.8. Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

8.9. Attorneys' Fees and Costs. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any such dispute shall be entitled to reimbursement of its reasonable attorney's fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

8.10. Waiver. Without limiting the other terms or provisions of this Agreement, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

8.11. Third Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement, except for permitted transferees, assignees, or lenders and except that the indemnified Parties referred to in the indemnification provisions of Sections 6.1 and 6.2 (or elsewhere in this Agreement) shall be third party beneficiaries of such indemnification provisions.

8.12. Exhibits. Without limiting the provisions of Section 1 of this Agreement, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

8.13. Integration. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

8.14. Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or

confirm the status of (a) this Agreement as in full force and effect and (b) the performance of the obligations hereunder at any time during its Term.

8.15. Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Friday, Saturday, Sunday or legal (municipal, state or federal) holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

8.16. Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.

8.17. Recordation. Within ten (10) days after this Agreement has been approved by the Council and executed by the Parties the Town shall cause this Agreement to be recorded in the Official Records of Maricopa County, Arizona.

8.18. Amendment. No change or addition is to be made to this Agreement except by written amendment executed by the Town and Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Maricopa County, Arizona. Upon amendment of this Agreement as established herein, references to "Agreement" or "Development Agreement" shall mean the Agreement as amended. If, after the effective date of any amendment(s), the parties find it necessary to refer to this Agreement in its original, un-amended form, they shall refer to it as the "Original Development Agreement." When the Parties mean to refer to any specific amendment to the Agreement which amendment is unmodified by any subsequent amendments, the Parties shall refer to it by the number of the amendment as well as its effective date.

8.19. Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

8.20. Survival. All indemnifications contained in Sections 6.1 and 6.2 of this Agreement (and any other provision of this Agreement that is expressly stated as surviving) shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section.

8.21. Non-liability of Town Officials, Etc., and of Employees, Members and Partners, Etc. of Owner. No Council member, official, representative, agent, attorney or employee of the Town shall be personally liable to Owner, or to any successor in interest to Owner, in the event of any Default or Event of Default or breach by the Town or for any amount which may become due to Owner or their successors, or with respect to any obligation of the Town under the terms of this Agreement. Notwithstanding anything contained in this Agreement

to the contrary, the liability of Owner under this Agreement shall be limited solely to the assets of Owner and shall not extend to or be enforceable against the individual assets of any of the individuals or entities who are direct or indirect shareholders, members, managers, constituent partners, officers or directors of Owner, or Affiliates.

8.22. Conflict of Interest Statute. This Agreement is subject to, and may be terminated by the Town in accordance with, the provisions of A.R.S. §38-511.

8.23. Anti-Moratorium. The parties agree and acknowledge that this Agreement contemplates construction of the Off-Site Improvements required for development of the Property and that no moratorium, ordinance, except for applicable provisions of the Adequate Public facilities Ordinance, resolution or other land use rule or regulations or limitation on the rate, timing or sequencing of the development of the Property or any portion thereof adopted by the Town, shall apply to or govern the development of the Property during the terms hereof unless such moratorium is in compliance with A.R.S. §9-463.06.

8.24. Vesting. The Town acknowledges that the Rezoning shall be contractually vested for the entire Term of this Agreement, and that if the Town, without Owner's consent, hereafter changes the zoning of any portion of the Property to a more restrictive zoning district or classification or, if the Town materially reduces the development rights within a classification in such a manner that would apply to the Owner or the Property, such action by the Town shall not be permitted and shall not in any way affect the Property. The determinations of the Town memorialized in this Agreement, together with the assurances provided to Owner in this Agreement, are provided pursuant to and as contemplated A.R.S. §9.500.05, and other applicable law, bargained for and in consideration for the undertakings of Owner set forth herein, and are intended to be and have been relied upon generally, and in expending monies and undertaking the planning, design, engineering, construction, installation, and/or provision of infrastructure improvements benefiting the larger land area in which the Property is located.

8.25. Waiver. Owner hereby waives and releases the Town ("Waiver") from any and all claims under A.R.S. § 12-1134, et seq., including any right to compensation for reduction to the fair market value of all or any part of the Property, as a result of the Town's approval of this Agreement, the Town's approval of Owner's plans and specifications for the development of the Property, the issuance of any permits, and the Town's approval of the Rezoning. The terms of this Waiver shall run with all land that is the subject of this Agreement and shall be binding upon all subsequent landowners, assignees, lessees and other successors, and shall survive the expiration or earlier termination of this Agreement.

8.26. No Boycott of Israel. Owner certifies pursuant to A.R.S. §35-393.01 that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of Israel.

[The balance of this page is blank; signatures are on the following two pages.]





**TOWN:**

Queen Creek, Arizona, an  
Arizona municipal corporation

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_

Town Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Town Attorney

Attachment: • Development Agreement (Wadsworth development agreement)



**EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY**

[See Attached]

[to be provided]

Attachment: • Development Agreement (Wadsworth development agreement)

**EXHIBIT B  
CIP PROJECT DESCRIPTION**

CIP project description: Improvements to Ellsworth Road between walnut Road and Fulton parkway in accordance with Design Plans prepared by Town's consultant per CIP Project # 10010.

**EXHIBIT C  
OFF-SITE IMPROVEMENTS DESCRIPTION**

- 1) Incorporate RT turn lanes inclusive of the entire Driveways, at each of the new entrances into the Property with storage & taper, as recommended within the TIA, along with Sidewalk and street lights, inclusive of any existing utility relations and/or demolition.
- 2) Intentionally omitted.
- 3) Intentionally omitted.
- 4) Widening of the Queen Creek Road “Throat” to enable successful completion of the private entry into the Property.
- 5) Center Raised Median, inclusive of signage and striping reconfiguration to allow northbound and southbound “lefts” as per agreement reached with the Town’s traffic engineer via an exhibit dated 10-2-17 prepared by Optimus Civil Design Group. This provides for movements to the Property and Terravella.
- 6) Installation of Catch Basins and Storm Drain Pipes or surface flow, as needed to incorporate half street retention to be accepted by the Property in close coordination with the Developer’s civil consultant. The Storm Drain Pipes or surface flow i.e via scuppers will be stubbed just past the proposed QCID easement. After that, the developer will extend it to comply with half street retention requirements into its own onsite drainage system. In the interim and pending timing of both projects, temporary basins may need to be incorporated past the QCID easement.
- 7) Full Traffic Signal installation at QC/Ellsworth road intersection and Fulton Parkway/ Ellsworth intersection, to allow updated traffic movements as recommended in the TIA if not already on the current plans.
- 8) One (1) 12” water stub across Ellsworth Road and past the QCID new proposed easement as coordinated with the Developer’s civil consultant.
- 9) Any and/all coordination for the above referenced improvements with QCID. The consultant agreement with QCID shall be done directly with developer as there are onsite licensing and procurement of easements that this project will be required to obtain. Developer’s civil consultant will also actively engage in assisting Town’s consultant for speedy approvals.

**EXHIBIT D  
INTENTIONALLY OMITTED**

**Attachment: • Development Agreement (Wadsworth development agreement)**

**EXHIBIT E-1  
BUDGET: CIP PROJECT COSTS**

[see attached]

Attachment: • Development Agreement (Wadsworth development agreement)



**TOWN OF QUEEN CREEK, ARIZONA**

Guaranteed Maximum Price Proposal for:  
**Ellsworth Road & Queen Creek Road Intersection Phase II**  
**(Project No. I0010)**

Submitted by:

*Hunter*  
**CONTRACTING CO.**

December 21, 2017

Revision 1 January 03, 2018

Revision 2 January 23, 2018

Attachment: • Development Agreement (Wadsworth development agreement)

**CMAR Guaranteed Maximum Price**

**1/23/2018**

**Project Name: Ellsworth Rd and Queen Creek Rd  
Intersection Improvements - Phase II**

**Project Location: Town of Queen, AZ (Maricopa County)**

**Project # I0010**

|  | TOQC                   | Aspen Group          | Total Amount           |
|--|------------------------|----------------------|------------------------|
| <b>A. Direct Costs:</b>                    |                        |                      |                        |
| A.1 Direct Cost of Construction            | \$ 2,972,934.79        | \$ 259,959.97        | \$ 3,232,894.76        |
| A.2 Construction Management                | \$ 279,505.16          | \$ 16,441.48         | \$ 295,946.64          |
| A.3 Contingency                            | \$ 100,000.00          | \$                   | \$ 100,000.00          |
| <b>A. - Total of Direct Costs:</b>         | <b>\$ 3,352,439.95</b> | <b>\$ 276,401.45</b> | <b>\$ 3,628,841.40</b> |
| <b>B. General Conditions:</b>              | 10.00%                 | \$ 335,244.00        | \$ 27,640.15           |
| <b>C. Contractor's Fee</b>                 | 3.90%                  | \$ 130,745.16        | \$ 10,779.66           |
| <b>Subtotal 2 (Cost of the Work + Fee)</b> | <b>\$ 3,818,429.10</b> | <b>\$ 314,821.25</b> | <b>\$ 4,133,250.35</b> |
| <b>D. Bonds and Insurance:</b>             |                        |                      |                        |
| D1 Bonds                                   | 0.84%                  | \$ 32,074.80         | \$ 2,644.50            |
| D2 Insurance                               | 1.09%                  | \$ 41,620.88         | \$ 3,431.55            |
| <b>D. - Bonds &amp; Insurance Total:</b>   | <b>\$ 73,695.68</b>    | <b>\$ 6,076.05</b>   | <b>\$ 79,771.73</b>    |
| <b>Subtotal 3</b>                          | <b>\$ 3,892,124.78</b> | <b>\$ 320,897.30</b> | <b>\$ 4,213,022.09</b> |
| <b>E. Sales Tax</b>                        |                        |                      |                        |
| E1 Sales Tax                               | 6.860%                 | \$ 266,999.76        | \$ 22,013.55           |
| <b>E. - Sales Tax Total:</b>               | <b>\$ 266,999.76</b>   | <b>\$ 22,013.55</b>  | <b>\$ 289,013.32</b>   |
| <b>Subtotal 4</b>                          | <b>\$ 4,159,124.54</b> | <b>\$ 342,910.86</b> | <b>\$ 4,502,035.40</b> |
| <b>F. Owner's Allowance</b>                | \$ 150,000.00          | \$                   | \$ 150,000.00          |
| <b>G. Guaranteed Maximum Price:</b>        | \$ 4,309,124.54        | \$ 342,910.86        | \$ 4,652,035.40        |



**EXHIBIT E-2  
BUDGET: OFF-SITE IMPROVEMENT COSTS**

[see attached]

Attachment: • Development Agreement (Wadsworth development agreement)



**TOWN OF QUEEN CREEK, ARIZONA**

Guaranteed Maximum Price Proposal for:  
**Ellsworth Road & Queen Creek Road Intersection Phase II**  
**(Project No. I0010)**

Submitted by:

*Hunter*  
**CONTRACTING CO.**

December 21, 2017

Revision 1 January 03, 2018

Revision 2 January 23, 2018

Attachment: • Development Agreement (Wadsworth development agreement)

**CMAR Guaranteed Maximum Price**

1/23/2018

**Project Name: Ellsworth Rd and Queen Creek Rd  
Intersection Improvements - Phase II**

**Project Location: Town of Queen, AZ (Maricopa County)**

**Project # 10010**

| A. Direct Costs:                           | TOQC                   | Aspen Group          | Total Amount           |
|--|------------------------|----------------------|------------------------|
| A.1 Direct Cost of Construction            | \$ 2,972,934.79        | \$ 259,959.97        | \$ 3,232,894.76        |
| A.2 Construction Management                | \$ 279,505.16          | \$ 16,441.48         | \$ 295,946.64          |
| A.3 Contingency                            | \$ 100,000.00          | \$                   | \$ 100,000.00          |
| <b>A. - Total of Direct Costs:</b>         | <b>\$ 3,352,439.95</b> | <b>\$ 276,401.45</b> | <b>\$ 3,628,841.40</b> |
| <b>B. General Conditions:</b>              | 10.00%                 | \$ 335,244.00        | \$ 27,640.15           |
| <b>C. Contractor's Fee</b>                 | 3.90%                  | \$ 130,745.16        | \$ 10,779.66           |
| <b>Subtotal 2 (Cost of the Work + Fee)</b> | \$ 3,818,429.10        | \$ 314,821.25        | \$ 4,133,250.35        |
| <b>D. Bonds and Insurance:</b>             |                        |                      |                        |
| D1 Bonds                                   | 0.84%                  | \$ 32,074.80         | \$ 2,644.50            |
| D2 Insurance                               | 1.09%                  | \$ 41,620.88         | \$ 3,431.55            |
| <b>D. - Bonds &amp; Insurance Total:</b>   | \$ 73,695.68           | \$ 6,076.05          | \$ 79,771.73           |
| <b>Subtotal 3</b>                          | \$ 3,892,124.78        | \$ 320,897.30        | \$ 4,213,022.09        |
| <b>E. Sales Tax</b>                        |                        |                      |                        |
| E1 Sales Tax                               | 6.860%                 | \$ 266,999.76        | \$ 22,013.55           |
| <b>E. - Sales Tax Total:</b>               | \$ 266,999.76          | \$ 22,013.55         | \$ 289,013.32          |
| <b>Subtotal 4</b>                          | \$ 4,159,124.54        | \$ 342,910.86        | \$ 4,502,035.40        |
| <b>F. Owner's Allowance</b>                | \$ 150,000.00          | \$                   | \$ 150,000.00          |
| <b>G. Guaranteed Maximum Price:</b>        | \$ 4,309,124.54        | \$ 342,910.86        | \$ 4,652,035.40        |

**EXHIBIT F  
CONSTRUCTION SCHEDULE**

[see attached]

Completion Date for CIP Project and Off-Site Improvements – utility work: 5/15/2018

Completion Date for CIP Project and Off-Site Improvements – property drive entrances and off-site paving and curbing: 9/1/2018

Attachment: • Development Agreement (Wadsworth development agreement)



Requesting Department

Town Clerk

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** GAIL BARNEY, MAYOR

**FROM:** JENNIFER ROBINSON, TOWN CLERK JENNIFER ROBINSON

**RE:** Consideration and possible approval of the Council committee assignment of Council Member Jake Hoffman to the Parks & Recreation Advisory Committee for 2018.

**DATE:** March 21, 2018

---

**Proposed Motion:**

Motion to approve the additional Council committee assignment of Jake Hoffman to Parks & Recreation Advisory Committee for 2018.

**Discussion:**

A follow-up email was sent to the Council on February 20, 2018 regarding the Council Committee assignments and Council Member Hoffman requested assignment as the 2nd Council representative (liaison) to the Parks & Recreation Advisory Committee. There were no other requests for additional assignments received. Council Member Wheatley was previously assigned to the Parks & Recreation Advisory Committee for 2018.

All committee meetings are open to the public and any Council Member may attend as long as a quorum of the Council is not in attendance without further public notice.

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.

**Fiscal Impact:**

N/A

**Alternatives:**

The Council could choose to delay approval of these appointment.

**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 a purchase agreement with HD Management/Queen Creek Hospitality Group, LLC for development on the Town owned 4.9-acres located on the southwest corner of Rittenhouse and Ellsworth Roads.

**DATE:** March 21, 2018

---

**Staff Recommendation:** Staff recommends approval of the purchase agreement with HD Management/Queen Creek Hospitality Group, LLC for development on the Town owned 4.9-acres located on the southwest corner of Rittenhouse and Ellsworth Roads.

**Proposed Motion:** Move to approve the purchase agreement with HD Management/Queen Creek Hospitality Group, LLC for development on the Town owned 4.9-acres located on the southwest corner of Rittenhouse and Ellsworth Roads.

**Discussion:** On July 13, 2017 the Town issued a Request for Proposals (RFP) for the development of land for a hotel user, an entertainment user and/or a high density, mixed use project in the Town Center.

Three proposals were submitted for the Town's consideration. After review of the proposals, the Town Council directed staff to enter into exclusive negotiations with HD Management for the negotiation of a purchase and development agreement for a hotel and ancillary retail/restaurant uses.

Staff is requesting approval of the purchase agreement. If the purchase agreement is approved staff will continue to work with HD Management to negotiate the terms of a development agreement. The development agreement will be presented in the future for Council's consideration. An approved purchase agreement will allow HD Management to begin moving forward with plans to bring Queen Creek its first hotel.

HD Management has proposed a Hampton Inn and Suites for the site with two restaurant pads to complement the hotel development. The hotel will include 107-guest rooms, meeting room space and pool. HD Management would like to break ground on the hotel this summer with a grand opening date slated for fall 2019.

Overview of the Purchase Agreement Terms for the 4.9-acres:



- Purchase Price: \$2,561,328 (\$522,720/acre or \$12.00 SF)
- \$150,000 Earnest Money will be paid within two business days after the execution of the purchase agreement.
- Closing costs will be shared equally by the Town and HD Management.
- The Feasibility Period outlined in the purchase agreement is 90 days. During the feasibility period staff will negotiate with HD Management on the terms of the Development Agreement.
- The closing and purchase of the property will occur only after the Council has approved a development agreement.

**Fiscal Impact:** There is no fiscal impact at this stage. Purchase of the property will not occur until a negotiated development agreement is approved.

**Alternatives:**

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

**Attachment(s):**

- A. Copy of the Purchase Agreement

**PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

1. Parties. The parties to this "Purchase Agreement and Escrow Instructions" (the "Agreement") are the Town of Queen Creek, an Arizona municipal corporation whose address is 22350 South Ellsworth Road, Queen Creek, Arizona 85142 ("Seller"); and Queen Creek Hospitality Group, LLC, an Arizona limited liability company, whose address is 123 E. Baseline, Suite D207, Tempe, Arizona 85283 or its assigns ("Buyer"). The transaction reflected by this Agreement may be referred to as the "Transaction." The completion and consummation of the Transaction may be referred to as the "Closing." Seller may also be referred to in this Agreement as the "Town" with respect to certain municipal acts required to be performed by it. Each of Seller and Buyer may be referred to as a "Party," or collectively as the "Parties."

2. Property. Seller agrees to sell to Buyer and Buyer, agrees to buy from Seller that certain real property consisting of approximately four and nine-tenths (4.9) acres of unimproved real property located at the southwest corner of Ellsworth Loop Road and Rittenhouse Road, in Queen Creek, Maricopa County, Arizona; and generally described in Exhibit A attached to this Agreement and by this reference incorporated herein, including any and all of Seller's right, title and interest in and to easements, rights of way, water rights, mineral rights and appurtenances running with or pertaining thereto, if any, and to the extent of Seller's interest therein (the "Property").

Purchase Price.

(a) Property. The Purchase Price for the Property is Twelve and no/100 Dollars (\$12.00) per net square foot of land, paid as follows:

\$150,000.00 As Buyer's "Earnest Money," paid within two (2) business days after the execution of this Agreement in the form of a cashier's check or wire transfer, made payable to Escrow Agent; and

\$\_\_\_\_\_ The number of Net square feet of the Property, multiplied by \$12.00 per net square foot, less the Earnest Money (the "Balance") in the form of a cashier's check or wire transfer, on or before the Close date.

(b) Net Area. The Parties agree that the Purchase Price for the Property will be calculated on the basis of the square footage of the Property, excluding only (i) public roads and (ii) easements for public utilities (the "Net" area). The Net square feet will be set forth on the survey obtained by Buyer pursuant to Section 5(c) below.

3. Escrow. Within two (2) business days after the execution of this Agreement by all Parties, the Parties must open an escrow for the Transaction (the "Escrow"), and the Parties agree that a fully-executed copy of this Agreement delivered to Escrow Agent will also

Attachment: A. Copy of the Purchase Agreement (Purchase agreement with HD Management/QC Hospitality Group)

constitute instructions to the Escrow Agent. The date upon which escrow opens will be referred to in this Agreement as the “Opening Date.”

(a) Escrow Agent. The “Escrow Agent” will be Fidelity National Title Insurance Company, 1 East Washington Street, Suite 450, Phoenix, Arizona 85004, Attn.: Michelle Burton, Senior Commercial Escrow Officer (Tel: (602) 343-7570; Fax: (602) 343-7564; email: Michelleburton@fnf.com).

(b) Close of Escrow. The “Close” will be on or before sixty (60) days following the expiration of the Feasibility Period (the “Close Date”). The Close Date will be referred to in this Agreement as a “Closing Date.” Settlement Statements. Escrow Agent will deliver a “pre-audit” settlement statement for the Property to Seller and Buyer for review and approval no later than one week prior to the Close Date .

(c) Nonrefundability of Earnest Money. Except in the event of a default by Seller hereunder and subject to Buyer’s rights to cancel this Agreement and receive a refund of the Earnest Money as set forth in this Agreement, Buyer’s Earnest Money will become nonrefundable after the Feasibility Date. Prorations. Seller will be responsible for the payment of all special or improvement district assessments for municipal improvements previously made or still in progress to benefit the Property. All real property taxes and assessments for the Property (if any) will be prorated on and as of Closing Date for the applicable Phase. All personal property taxes and assessments (if any) for the Property for the current calendar year, will be prorated on and as of the Closing Date for the applicable Phase. All prorations will be based on the latest figures available to Escrow Agent. All proration items that are not specifically dealt with under the terms of this Agreement will be allocated by Escrow Agent according to the customary manner in Maricopa County.

(d) Closing Costs. Except as expressly provided in this Agreement, each Party will bear its own costs and expenses (including attorneys’ fees) in connection with its negotiations, due diligence investigation and conduct of the Transaction. Escrow fees of Escrow Agent (including any discounts available to either party) will be shared equally by Seller and Buyer, and recording fees will be paid in the customary manner in Maricopa County. Seller will pay any fees or costs incurred in connection with the release of any lien or encumbrance authorized or caused by Seller.

(e) Title Insurance.

(1) At the Close, Seller at Seller’s sole cost and expense will cause Escrow Agent’s underwriter (“Insurer”) to issue to Buyer a standard coverage title insurance policy (the “Policy”), insuring Buyer’s title to the Property in the amount of the Purchase Price for the Property and subject only to those matters approved by Buyer pursuant to Section 6 below. Buyer will pay any additional premiums charged by Escrow Agent for an ALTA extended coverage owner’s policy of title insurance for the Property (if timely requested by Buyer) and any charges for endorsements requested by Buyer.

(f) Escrow Instructions. The parties hereby incorporate into this Agreement the escrow instructions attached hereto as **Exhibit B** and by this reference incorporated herein;

provided however, in the event of any conflict between this Agreement and the said **Exhibit B**, the terms of this Agreement will prevail.

4. Feasibility. Buyer will have until the \_\_\_Ninety\_ ( 90\_\_<sup>th</sup>) day from the Opening Date (the "Feasibility Date") (a) to determine the suitability, in Buyer's sole discretion, of the Property for Buyer's proposed use, and (bc) to negotiate the terms of the Development Agreement with Seller in accordance with Section 5(f) of this Agreement.

(a) Property Documents. Not later than five (5) days after the Opening Date Seller will provide copies (either as hard copy or digital files, as Seller may elect) of all documents prepared by third parties related to the physical condition of the Property in the possession or reasonable control of Seller, if any, including but not limited to, all surveys, environmental studies and reports, drainage studies, soil tests, archaeological surveys or studies, engineering reports, service contracts, leases, and title policies (collectively "Property Documents"); provided, however, the Property Documents specifically exclude any attorney-client privileged materials and any valuations, financial projections or analysis relating to the Property. Buyer agrees and acknowledges that Seller has made or will make all Property Documents available to Buyer merely as an accommodation and Seller is not in any way representing or warranting the accuracy, sufficiency, or completeness of any documentation or information prepared by third parties and provided to Buyer. With respect to any Property Documents provided to Buyer, Buyer further agrees and acknowledges that (i) if Buyer uses or relies on any information provided by Seller, Buyer will do so solely at Buyer's own risk, and Seller makes no representation, warranty or assurance as to whether Buyer has any right to use or rely thereon, (ii) the parties preparing any such information are not the agents of Seller, (iii) Seller has no duty to advise Buyer of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, provided, however, that if Seller has actual knowledge of any misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, Seller has a duty to disclose such to Buyer, and (iv) Seller has no liability, and is hereby released from all liability, to Buyer, its successors and/or assigns, with respect to such information, including, without limitation, any liability for misrepresentations, misstatements, mistakes, errors or other inaccuracies contained in such information, provided Seller had no actual knowledge of such misrepresentations, misstatements, mistakes, errors or other inaccuracies at the time said information was provided to Buyer. If Buyer fails to consummate this transaction for any reason other than a default by Seller hereunder, Buyer agrees to immediately return to Seller all Property Documents received from Seller in hard copy format.

(b) Buyer's Reports. If Buyer wishes any third-party reports prepared in connection with the physical condition of the Property (including but not limited to a survey, environmental audit, appraisal, soils report, hydrological study, and the like), Buyer will cause those reports to be prepared at Buyer's sole cost and expense (the "Buyer's Reports"). Seller expressly states that no such reports have been authorized on Seller's behalf and that Seller has no liability for any of such costs or expenses, with Buyer agreeing to pay all such costs or expenses immediately upon receipt of invoices therefore and not to permit any lien or other claim be asserted against the Property.

(1) Non-Exclusive License. After execution of this Agreement and payment of the Earnest Money, and prior to the expiration of the Feasibility Period, Buyer will have a non-exclusive license to enter the Property to conduct such tests and inspections as Buyer, in its sole discretion, deems appropriate. After any such entry, testing and inspection, the Property must be left in its pre-inspection condition by Buyer.

(2) Insurance and Indemnity. Prior to the entry of Buyer (and Buyer's agents and contractors) onto the Property, Buyer at Buyer's sole cost and expense will obtain a commercial general liability insurance policy in a form, and from an underwriter licensed to do business in the State of Arizona, both reasonably satisfactory to Seller and in an amount not less than Two Million Dollars (\$2,000,000.00), naming Seller as an additional insured with respect to any personal injury or property damage that may occur on the Property pursuant to the activities of Buyer (and Buyer's agents, employees, officers, directors, members, consultants and contractors). In addition to such insurance, Buyer will indemnify, defend, pay and hold Seller harmless for, from and against any and all claims for personal injury or property damage that occurs on the Property pursuant to the activities of Buyer (and Buyer's agents, employees, officers, directors, members, consultants and contractors); provided, however, that said indemnification will expressly exclude claims arising as a result of: (i) Seller's negligence or willful misconduct; or (ii) the mere discovery of pre-existing environmental conditions and not otherwise exacerbated by Buyer or its agents, representatives, and designees. Notwithstanding any provision of this Agreement to the contrary, this indemnity will survive the Closing and any other or earlier termination of this Agreement, and will be a continuing obligation of Buyer and its successors and assigns.

(c) Condition of Property. Seller expressly disclaims any representation or warranty as to any aspect of the physical condition of the Property, including but not limited to compliance with environmental laws, the presence or absence of hazardous materials, archaeological matters, and the presence or absence of funerary objects. The Property will be conveyed by Seller to Buyer in its "as-is" condition, with no representations or warranties of any nature whatsoever except as otherwise expressly set forth in this Agreement and the closing documents delivered by Seller. Seller and Buyer agree that this term is a material condition of this Agreement and that the physical and environmental condition of the Property has been taken into consideration in the calculation of the Purchase Price. In this regard, Buyer acknowledges that it has (or will have) inspected the Property and has made (or will have made) its independent evaluation of the physical and environmental condition of the Property; and if Buyer elects to proceed with the Closing, Buyer will be deemed to be satisfied with all matters relating thereto, except for those matters addressed by Seller's representations and warranties set forth herein. This provision will survive the Close Close and the recording of the Deed.

(d) Hotel Use. Buyer acknowledges that Seller has agreed to sell the Property to Buyer for Buyer to develop a hotel use, (Hampton Inn and Suites or similar quality brand) and no other, on the Property; and the Development Agreement will include this restriction, as well as remedies of Seller in the event that Buyer fails to comply with this restriction.

(e) Development Agreement. During the Feasibility Period, Seller and Buyer must negotiate, draft and approve a development agreement relating to Buyer's development of the Property (the "Development Agreement"). The Development Agreement will include,

among other items; construction deadlines for the completion of construction of the Property; the requirement that a hotel be constructed upon the Property; and certain use restrictions (e.g., no “fast food” uses). In the event that Seller and Buyer are unable to agree on the terms of the Development Agreement during the Feasibility Period, then this Agreement will automatically, and without further act or notice required, terminate; Escrow Agent will refund Buyer’s Earnest Money ; and neither Party will have any further rights or obligations under this Agreement, except for obligations of indemnity that expressly survive its termination.

(f) Cancellation by Buyer. Buyer has the absolute right, in Buyer’s sole and absolute discretion, to cancel this Agreement and to receive a return of its Earnest Money upon Notice to Escrow Agent and Seller of Buyer’s intent to cancel this Agreement, if such Notice has been received by Seller and Escrow Agent on or before the Feasibility Date. In the event that such Notice is not received by both Escrow Agent and Seller on or before the Feasibility Date, then Buyer will be deemed unconditionally to have approved the suitability of the Property for all of Buyer’s purposes, and Buyer’s Earnest Money will be non-refundable, except as otherwise specifically set forth herein.

(g) Disposition of Reports Upon Termination. If Buyer elects not to close this Transaction and Escrow for any reason whatsoever (including a default by Buyer but excluding a default by Seller), and as a condition precedent to the return of the Earnest Money, then Buyer must return all Property Documents and deliver to Seller copies of all Buyer Reports developed on behalf of Buyer for the Property or in connection with this Transaction, promptly to Seller without further demand required. For the purposes of this Section 5(h) the term “Buyer’s Reports” will not be deemed to include any marketing reports, or any reports or materials which are proprietary or confidential.

## 5. Title and Survey Contingencies.

(a) Preliminary Title Commitment and Objections. Within ten (10) days after Opening of Escrow, Escrow Agent will issue and deliver to Buyer and Seller a preliminary title commitment from the Insurer with respect to the Property disclosing all matters of record and other matters of which Insurer has knowledge which relate to the title to the Property and Insurer’s requirements for closing the Escrow and issuing a standard coverage owner’s policy of title insurance with respect to the Property, together with legible copies of all instruments referred to therein (collectively, the “Title Commitment”). Buyer will have until the expiration of the Feasibility Date in which to object, in writing, to any easements, liens, encumbrances or other exceptions or requirements in the Title Commitment (“Buyer’s Objections”).

(1) Buyer’s Failure to Object. If Buyer fails timely to object, then the Title Commitment will be deemed approved by Buyer, and Buyer will be deemed to have elected to proceed with the Transaction on the terms and conditions of this Agreement.

(2) Buyer’s Objections. If Buyer timely makes any Buyer’s Objections, Seller will, within five (5) days after Seller’s receipt of Buyer’s Objections, in Seller’s sole discretion: (i) notify Buyer in writing that Seller will attempt to cure the matters constituting Buyer’s Objections on or before the Close of Escrow; or (ii) notify Buyer in writing that Seller elects not to cure the matters constituting Buyer’s Objections. Seller’s failure to



respond to Buyer's objections will automatically be deemed Seller's election of alternative (ii) above, with constructive notice to Buyer of such deemed election to be effective as of the fifth day after receipt by Seller of Buyer's Objections. Unless Buyer waives Buyer's Objections in writing within five (5) days after receipt of Seller's written notice pursuant to alternative (ii) above or Seller's deemed election of alternative (ii) above, this Agreement will automatically be cancelled and Escrow Agent will thereupon return Buyer's Earnest Money to Buyer and neither party will have any further rights in this Agreement, except for obligations of indemnity that are deemed to survive the termination of this Agreement. If Seller has elected alternative (i) above and thereafter is unable or unwilling to cure the matters covered by Buyer's Objections before the Close of Escrow upon terms acceptable to Buyer in Buyer's sole and absolute discretion, then Seller will so notify Buyer in writing, and Buyer, within five (5) days from receipt of Seller's notice (such five-day period being referred to herein as the "Waiver Period"), will either waive such of Buyer's Objections as Seller shall have been unable or unwilling to cure, or cancel this Transaction and Escrow by notice in writing to Seller and to Escrow Agent, to be received in hand by both Seller and Escrow Agent on or before the expiration of the Waiver Period. In the event of Buyer's failure or refusal to waive Buyer's Objections on or before the expiration of the Waiver Period as described above, this Agreement will automatically be cancelled and Escrow Agent will thereupon return Buyer's Earnest Money to Buyer and neither party will have any further rights in this Agreement (except of indemnities that survive the Closing or earlier termination of this Agreement).

(3) Monetary Liens and Assessments. Notwithstanding anything to the contrary contained in this Agreement, Seller will pay all monetary liens and assessments authorized or caused by Seller prior to the Closing (or at the Closing from Seller's proceeds) and Buyer will have no obligation to object to such matters.

(b) Amendments to Title Commitment. If the Title Commitment is amended by Escrow Agent, Escrow Agent will deliver the amendment to Buyer and Seller, together with legible copies of all additional instruments referred to therein (collectively, the "Amendment"). Buyer will have until the later of the Feasibility Date or the tenth (10<sup>th</sup>) business day following Buyer's receipt of the Amendment in which to object, in writing, only to any new or additional easements, encumbrances, or other exceptions shown on the Amendment which were not disclosed in the Title Commitment or any previous Amendment ("Buyer's Additional Objections"); provided however that Buyer will have no right to object pursuant to this Section 6(b) to any matters caused by or attributable to Buyer, its agents, affiliates, employees, contractors or members.

(1) Buyer's Failure to Object. If Buyer timely fails to make any Buyer's Additional Objections, then the condition of title to the Property reflected on any Amendment will be automatically deemed approved by Buyer, and Buyer will be deemed to have elected to proceed with the Transaction and Escrow on the terms and conditions of this Agreement.

(2) Buyer's Additional Objections. If Buyer timely makes any Buyer's Additional Objections, then Seller will, within five (5) days after receipt of Buyer's Additional Objections, in Seller's sole discretion, either: (i) notify Buyer in writing that Seller will attempt to cure the matters constituting by Buyer's Additional Objections on or before the

Close of Escrow; or (ii) notify Buyer that Seller elects not to cure the matters constituting by Buyer's Additional Objections. Seller's failure to respond to Buyer's notice will automatically be deemed Seller's election of alternative (ii) above, with constructive notice to Buyer of such deemed election to be effective as of the fifth day after receipt by Seller of Buyer's Additional Objections. Unless Buyer waives Buyer's Additional Objections in writing within five (5) days after receipt of Seller's written notice of Seller's election of alternative (ii) above, or of Seller's deemed election of alternative (ii) above, this Agreement will automatically be cancelled and Escrow Agent will thereupon return Buyer's Earnest Money to Buyer and neither party will have any further rights in this Agreement. If Seller has elected alternative (i) above and thereafter is unable or unwilling to cure the matters covered by Buyer's Additional Objections then Seller will so notify Buyer in writing and Buyer, within five (5) days from receipt of Seller's notice (such five-day period being referred to herein as the "Additional Waiver Period"), will either waive such of Buyer's Additional Objections as Seller shall have been unable or unwilling to cure, or cancel this Transaction and Escrow by notice in writing to Seller and to Escrow Agent, to be received in hand by both Seller and Escrow Agent on or before the expiration of the Additional Waiver Period. In the event of Buyer's failure or refusal to waive Buyer's Additional Objections on or before the expiration of the Additional Waiver Period as described above, this Agreement will automatically be cancelled and Escrow Agent will thereupon return Buyer's Earnest Money to Buyer and neither party will have any further rights in this Agreement (except for indemnities that survive the Closing or earlier termination of this Agreement).

6. Contingencies. The following are additional contingencies to the obligations of Seller and Buyer set forth in this Agreement.

(a) Seller's Contingencies. Seller's obligation to sell the Property to Buyer is contingent upon (i) the approval of this Agreement by the Town Council of Queen Creek, Arizona in its sole discretion;; (iii) the approval of the Development Agreement negotiated pursuant to Section 5(f) of this Agreement by the Town Council of Queen Creek, Arizona, in its sole discretion; and (iv) the execution and delivery of the Development Agreement by Buyer pursuant to Section 9(b)(3).

(b) Buyer's Contingencies. Buyer's obligation to purchase the Property from Seller is contingent upon (i) the approval of this Agreement by the Town Council of Queen Creek, Arizona, in its sole discretion; (ii) the approval by the Town Council of Queen Creek, Arizona of the Development Agreement, in its sole discretion; (iii) the execution and delivery of the Development Agreement by Seller pursuant to Section 9(a); (iv) Seller's satisfaction of its obligations under Section 9(a); and (v) the issuance of the Policy to Buyer, subject only to the exceptions set forth in the Title Commitment (and Amendments thereto) approved by Buyer; it being understood that the Policy may be issued at each Close of Escrow in the form of the Title Commitment or a pro forma title policy, hand-marked and initialed by the Insurer, and dated as of each Closing, confirming that the Insurer is irrevocably committed to issue the Policy.

7. Conveyance. At Close of Escrow, Seller will convey fee simple title to the Property, subject only to the matters approved or deemed approved by Buyer pursuant to Section 6 hereof, by a special warranty deed (each, a "Deed" or collectively the "Deeds") in the form of Exhibit C attached hereto and by this reference incorporated herein.



8. Closing. The Closings will take place at the offices of the Escrow Agent on the applicable Closing Dates.

(a) Seller's Documents. At each Close of Escrow, Seller will deliver to Escrow Agent the following

(1) The fully executed and acknowledged Deed for the applicable Phase;

(2) An executed and acknowledged Affidavit of Real Property value for the applicable Phase;

(3) At the Close only, two sets of the Development Agreement executed and acknowledged by Seller;

(4) An executed and acknowledged Affidavit in Escrow Agent's standard form, fully executed and properly acknowledged by Seller, as required by Internal Revenue Code section 1445(b)(2) (the "1445 Affidavit"); and

(5) Such other funds, instruments or documents as may be reasonably requested by Buyer or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement.

(b) Buyer's Documents. At each Close of Escrow, Buyer will deliver to Escrow Agent the following:

(1) Collected funds in the amount set forth in the Settlement Sheet for the applicable Phase;

(2) An executed and acknowledged Affidavit of Real Property Value for the applicable Phase;

(3) At Close only, two sets of the Development Agreement executed and acknowledged by Buyer;

(4) Such other funds, instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this agreement.

(c) Acts by Escrow Agent. At each Close of Escrow, Escrow Agent will: (i) record the Special Warranty Deed for the applicable Phase in the Official Records of Maricopa County ("Official Records"); (ii) file the Affidavit of Property Value for the applicable Phase in the Official Records; (iii) disburse all funds in accordance with the settlement statement for the Property completed in accordance with this Agreement and (if required by Escrow Agent) approved by Buyer and Seller (said approval not be unreasonably conditioned, delayed or withheld); and (iv) do or perform such other acts requested by Buyer and Seller, in writing, consistent with this Agreement. At the Close, Escrow Agent will record the

Development Agreement in the Official Records and deliver one fully-executed and acknowledged set of the Development Agreement to each of Seller and Buyer.

9. Possession and Risk of Loss. Possession of the Property and risk of loss will be transferred to Buyer at Close of Escrow for each applicable Phase.

10. Seller's Representations. Seller hereby represents, warrants and covenants to Buyer that:

(a) Title. Seller holds title to the Property, and there are no unrecorded agreements, leases, liens or encumbrances or other agreements that grant third-parties any possessory or usage rights to all or any of the part of the Property known to Seller which may affect title to the Property.

(b) No Further Liens. Seller will not create, permit or suffer any lien or other encumbrance to attach to or affect the Property, other than the lien of non-delinquent real estate taxes.

(c) Binding Agreement. Upon approval by the Town Council of Queen Creek, Arizona, the acceptance and performance of the terms and provisions of this Agreement will have been duly authorized and approved by all necessary parties.

(d) Litigation. There is no litigation, arbitration or administrative proceeding pending, nor to the actual knowledge of Seller, threatened against Seller with respect to the Property or this Agreement, nor is there any basis known to Seller for any such action or proceeding.

(e) Non-Compliance. Seller has no actual knowledge of any non-compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body or any written notice of the presence of any hazardous substances on, under, or about the Property except as may be disclosed by this Agreement, as discovered by Buyer in its inspection during the Feasibility Period, or as disclosed by any document or report contained in the Buyer's Reports.

(f) Prior Agreement. Seller has not committed nor obligated itself to sell the Property (or any portion of the Property) to any party other than Buyer.

For the purposes of this Agreement, the knowledge, actual knowledge or best knowledge of the Seller will be deemed to be the knowledge, actual knowledge or best knowledge (as applicable) of \_\_\_\_\_, the \_\_\_\_\_ of Seller, whom Seller represents and warrants to be the individual(s) having the greatest knowledge about the Property, specifically negating any other concepts of constructive or imputed knowledge. The truth of the foregoing representations and warranties on and as of the date hereof and on and as of the Close of Escrow for the applicable Phase will be a condition precedent to Buyer's obligations to purchase the applicable Phase and otherwise perform under this Agreement. All representations and warranties will survive the execution and delivery of this Agreement, the recordation of the Special Warranty Deed and the Close of Escrow for the applicable Phase for a period of one (1)

year. All claims for breach of representation and warranty must be made in writing prior to the expiration of such one (1) year period.

11. Buyer's Representations. Buyer hereby represents, warrants and covenants to Seller that:

(a) Organization and Standing. At the time of execution by Buyer of this Agreement and at the time of Closing, Buyer (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona; and (ii) at the time of execution of this Agreement by Buyer and at the time of each Closing, has, and will continue to have, full power and authority to enter into this Agreement and complete the Transaction.

(b) Binding Agreement. The acceptance and performance of the terms and provisions of this Agreement have been duly authorized and approved by all necessary parties. Upon Buyer's execution and delivery of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

(c) Consents. Neither the execution or delivery of this Agreement nor the consummation of the Transaction is subject to any requirement that Buyer obtain any consent, approval or authorization of, or make any declaration or filing with any governmental authority or third party which has not been obtained or which, in any case or in the aggregate, if not obtained or made would render such execution, delivery or consummation illegal or invalid.

The truth of the foregoing representations and warranties on and as of the date hereof and on and as of the Close of Escrow for the Property will be a condition precedent to Buyer's obligations to purchase the applicable Phase and otherwise perform under this Agreement. All representations and warranties will survive the execution and delivery of this Agreement, the recordation of the Special Warranty Deed and the Close of Escrow for the applicable Phase for a period of one (1) year. All claims for breach of representation and warranty must be made in writing prior to the expiration of such one (1) year period.

12. Broker. Seller and Buyer warrant and represent to each other that there are no commissions, finder's fees or other fees due or payable to any third party as a result of this transaction. Each Party agrees to indemnify, defend, pay and hold harmless the other for, from and against any and all claims for commissions or fees which result from any actions by the other in connection with this transaction and escrow.

13. Default.

(a) Buyer's Remedies. If Seller fails to perform any of Seller's obligations under this Agreement and such failure continues for five (5) days after Seller's receipt of written notice from Buyer, then Buyer may, as Buyer's sole remedies for such failure, pursue any one of the following: (i) waive such failure and proceed to consummate the Transaction (provided that in no event will Buyer have the right to waive any of Seller's conditions precedent hereunder); (ii) cancel this Agreement and receive a return of the Earnest Money and Seller will reimburse

Buyer for all of Buyer's third-party out-of-pocket costs and expenses incurred in connection with the investigation of the physical condition of the Property including, without limitation, engineering, survey, and environmental fees and expenses, and neither Buyer nor Seller will otherwise have any further right, liability or obligation under this Agreement except for the those obligations that expressly survive the termination of this Agreement; or (iii) enforce specific performance of this Agreement within sixty (60) days after the scheduled closing as Buyer's sole remedy to the exclusion of (i) and (ii) above. Notwithstanding the foregoing, Buyer may bring a suit against Seller for Buyer's actual damages described in (ii) above if, as a result of Seller's intentional bad faith conduct, specific performance is not available to Buyer.

(b) Seller's Remedies. If Buyer fails to perform any of Buyer's obligations under this Agreement after the expiration of the Feasibility Period and such failure continues for five (5) days after Buyer's receipt of written notice from Seller, then Seller will be entitled to cancel this Agreement and retain the Earnest Money as Seller's agreed and total liquidated damages. Seller and Buyer agree that actual damages would be difficult to calculate and that the Earnest Money is a reasonable estimate of the damages Seller will incur in the event of a default by Buyer. In no event will Seller be entitled to recover any other monetary damages against Buyer due to any such failure of Buyer solely to close the Transaction, except that Buyer's express indemnities to Seller contained in this Agreement (and the right of Seller to recover damages arising in connection with such indemnities) will continue in full force and effect.

14. Notices. Any notices required hereunder (each, a "Notice") will be either (i) delivered personally, (ii) delivered by a recognized overnight courier service or (iii) mailed by first class mail, postage prepaid, with a return receipt requested. Any notice delivered personally or sent by courier will be deemed effective upon receipt; and any notice sent by mail will be deemed effective two (2) days after mailing. Any notices must be delivered to the Parties at the addresses set forth in Section 1; to the Escrow Agent at the address set forth in Section 2(a); and an additional notice to Seller as follows: James H. Patterson, c/o Dickinson Wright PLLC, 1850 North Central Avenue, Suite 1400, Phoenix, Arizona 85004; and additional notice to Buyer as follows: Devon Miller c/o Buntrock Harrison & Gardner Law, PLLC, 2158 N. Gilbert Road, Suite 119, Mesa, Arizona 85203.

15. Exchange. Each of Seller and Buyer reserves the right to establish a Section 1031 tax-deferred exchange. The other party will reasonably cooperate with the exchanging party to accomplish such an exchange, provided that (i) the non-exchanging party will not be required to acquire any property in addition to the Property or incur any greater expense, liability or burden of performance than otherwise described in the Agreement between the parties, except that the requested party agrees to acknowledge any assignment of this Agreement to an accommodator as part of such tax deferred exchange; (ii) the failure of the exchange to occur will not relieve the exchanging party of its obligations arising under this Agreement or impose any obligations upon the other party; and (iii) no such exchange will extend the time of close of escrow or for any other performance required hereunder.

16. Casualty or Condemnation. If the whole or a material part of the Property is lost, damaged or taken prior to the Close of Escrow, or is intended to be taken after Close of Escrow for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation, or eminent domain (other than dedications or similar acts

caused, requested or agreed to by Buyer pursuant to this Agreement), Buyer will have the right, prior to Close of Escrow, to cancel this Transaction and Escrow; in which event (and subject to the matters below) Buyer will be entitled to receive all of Buyer's Earnest Money. If Buyer elects to continue this Transaction and Escrow, this Escrow will close and Seller will assign to Buyer all of Seller's interest in any award in connection with that part of the Property so taken. Seller may not settle any such condemnation action, consent to an order of possession, convey property to the condemning authority, or take any other action with respect to any portion of the Property being condemned without the prior written consent of Buyer, which will not be unreasonably withheld. Following Close of Escrow, Buyer will bear the risks and will be entitled to all benefits in connection with any such taking of the Property after Close of Escrow.

17. Construction and Interpretation.

(a) None of the provisions of this Agreement will inure to the benefit of any person other than Seller, Buyer and their respective successors and permitted assigns or be deemed to create any rights, benefits or privileges in favor of any person other than Seller and Buyer.

(b) No provision of this Agreement will be construed to establish an agency relationship between Buyer and Seller for any purpose.

(c) If either Party shall bring suit against the other as a result of any alleged breach or failure by the other Party to fulfill or perform any covenants or obligations under this Agreement, then in such event, the prevailing Party in such action will, in addition to any other relief granted or awarded by the Court, be entitled to judgment for reasonable attorneys' fees and expert witness fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof, at both trial and appellate levels.

(d) The captions and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

(e) This Agreement will be governed by, construed and enforced in accordance with the internal, substantive laws of the State of Arizona without regard to the conflict of laws principles thereof.

(f) This Agreement may be executed and delivered in multiple counterparts, and each counterpart so delivered which bears the original signature of a party will be binding as to such party, and all counterparts will together constitute one original and the same instrument. Furthermore, signatures may be transmitted via facsimile or electronically scanned and e-mailed, and delivery thereby will be deemed sufficient for all purposes to the same extent as would be delivery of an original signature, provided that the party submitting such signature will thereafter promptly deliver to the other party an original signature in lieu thereof.

(g) This Agreement must be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party preparing this Agreement. This Agreement is the result of negotiations between the

parties and was drafted by counsel to Seller as a matter of convenience only, and will not be construed against Seller in consequence of that fact. Each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement be deemed to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement; and the court so finding such provision to be prohibited or invalid, may modify and reform this Agreement to make it enforceable and comply with applicable law and enforce this Agreement as so modified and reformed and/or sever any unenforceable language or provision and enforce the remainder of this Agreement.

(h) The waiver by one Party of the performance of any covenant or condition of this Agreement will not invalidate this Agreement, nor will it be considered to be a waiver by such Party of any other covenant or condition of this Agreement. The waiver by either or both Parties of the time for performing any act will not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

(i) The exercise of any remedy provided by law and/or the provisions of this Agreement for any remedy will not preclude the exercise of other remedies unless such remedies are expressly excluded in this Agreement.

(j) As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers will each be deemed to include the other whenever the context so indicates.

(k) In the event of any dispute arising hereunder, the Parties agree that the Superior Court of Maricopa County, Arizona, will have exclusive jurisdiction over such disputes and each party irrevocably consents to jurisdiction and venue of such Court for such purposes.

(l) As long as the Town of Queen Creek is closed for general business on Friday (that is, excluding public safety matters), then the term “business day” will mean only Monday, Tuesday, Wednesday and Thursday, and will specifically exclude Friday, Saturday, Sunday and any holiday recognized by the Town of Queen Creek.

(m) Seller notifies Buyer of the provisions of A.R.S. § 38-511, which provides, inter alia, that the state, its political subdivisions or any department or agency or either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The Parties acknowledge that no person significantly involved in initiating negotiating, securing, drafting or creating this Agreement on behalf of Seller either is an employee or agent of Buyer, in any capacity, or a consultant to Buyer with respect to the subject matter of this Agreement.



(n) Buyer certifies pursuant to A.R.S. § 35-393.01(A) that it is not currently engaged in, and for the term of this Agreement will not engage in, a boycott of Israel.

18. Recording. Neither this Agreement, nor any memorandum or reference thereto may be recorded by Buyer; and any recordation of this Agreement, or memorandum or reference thereto in the public records of Maricopa County, Arizona, will be deemed an incurable breach of this Agreement by Buyer, entitling Seller to terminate this Agreement and the Escrow, and retain all sums previously paid by Buyer as Earnest Money; and Buyer hereby irrevocably appoints Seller its attorney-in-fact to execute a release of any such recorded document.

19. IRS Real Estate Sales Reporting. Buyer and Seller hereby appoint Escrow Agent as, and Escrow Agent agrees to act as, “the person responsible for closing” the transaction which is the subject of this Agreement pursuant to § 6045(e) of the Internal Revenue Code of 1986, as amended (the “Code”). Escrow Agent will prepare and file IRS Form 1099-S and will otherwise comply with the provisions of § 6045(e) of the Code only to the extent such provisions apply to sellers of real property. Escrow Agent will indemnify, defend, pay, hold harmless and defend Seller, Buyer and their respective attorneys for, from and against any and all claims, actions, costs, loss, liability or expense arising out of or in connection with the failure of Escrow Agent to comply with the provisions of this Section 20.

20. Assignment and Nomination. Buyer may assign this Agreement without Seller’s consent to any entity, affiliate or subsidiary controlled by the Buyer or under common control with Buyer, provided, however, that such right to assign will exist on a one-time only basis; and further provided that “control” for the purpose of this Section 21 will mean that the Buyer either holds or owns (either legally or beneficially) in excess of fifty percent (50%) of the interest in the assignee or that Buyer retains the day-to-day management responsibilities for the assignee; provided that Buyer has provided to Seller a true and correct copy of any such assignment, together with a copy of the document or instrument pursuant to which such assignee fully assumes all of the Buyer’s covenants and obligations under this Agreement (including but not limited to the obligations of “Developer” in the Development Agreement) and agrees to be fully and unconditionally bound by the terms of this Agreement whereupon Buyer will be released from further obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year shown below.

SELLER:

Queen Creek, Arizona,  
an Arizona municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attachment: A. Copy of the Purchase Agreement (Purchase agreement with HD Management/QC Hospitality Group)



\_\_\_\_\_  
Town Clerk Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Town Attorney Date: \_\_\_\_\_

**BUYER:**  
Queen Creek Hospitality Group, LLC,  
an Arizona limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nirav Patel, Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Arnold, Manager

Attachment: A. Copy of the Purchase Agreement (Purchase agreement with HD Management/QC Hospitality Group)

**ESCROW AGENT ACCEPTANCE**

The undersigned Escrow Agent accepts this Agreement as its escrow instructions and agrees to perform the acts applicable to Escrow Agent in accordance with the terms of this Agreement. Specifically, Escrow Agent understands, acknowledges and agrees to the provisions of Section 20 labeled “IRS Real Estate Sales Reporting” above. Escrow Agent acknowledges its receipt of both the First Deposit and a fully executed original of this Agreement as of the date set forth underneath its signature below, and such date will be deemed the “Opening Date” as defined in this Agreement.

Fidelity National Title Insurance Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018  
(the “Opening Date”)

Attachment: A. Copy of the Purchase Agreement (Purchase agreement with HD Management/QC Hospitality Group)

**LIST OF EXHIBITS**

- A. Legal Description of the Property
- B. Standard Escrow Instructions
- C. Form of Special Warranty Deed

**EXHIBIT A**

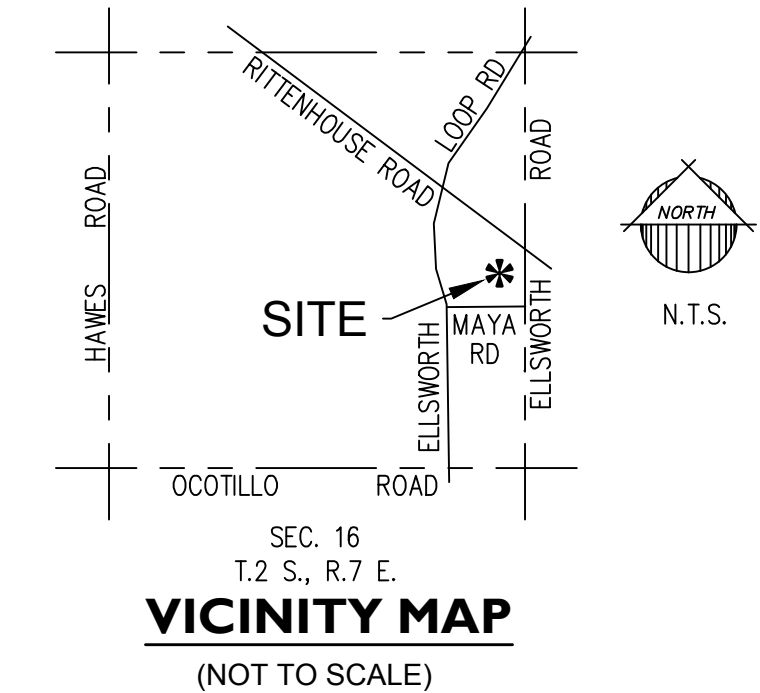
LEGAL DESCRIPTION OF THE PROPERTY

*[to be attached]*

Attachment: A. Copy of the Purchase Agreement (Purchase agreement with HD Management/QC Hospitality Group)

# ALTA/NSPS LAND TITLE SURVEY

A PORTION OF SECTION 16, T.2 S., R.7 E.,  
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



## LEGAL DESCRIPTION

LOT 5, QUEEN CREEK DISTRICT, ACCORDING TO BOOK 1264 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA.

## NOTES

- PURSUANT TO TABLE "A", ITEM NUMBER 1, MONUMENTS WERE FOUND AT PROPERTY CORNERS AS NOTED.
- PURSUANT TO TABLE "A", ITEM NUMBER 4, THE GROSS LAND AREA OF THE SURVEYED PROPERTY IS:  
  
215,143 SQUARE FEET OR 4.9390 ACRES, MORE OR LESS.
- PURSUANT TO TABLE "A", ITEM NUMBER 8, SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE DEPICTED HEREON.
- SURVEYOR MAKES NO GUARANTEE FOR ANY NON-VISIBLE RIGHTS-OF-WAY OR EASEMENTS NOT DISCLOSED IN SCHEDULE B, OF FIDELITY NATIONAL TITLE INSURANCE COMPANY REPORT WITH FILE NO. 71004132-071-CH1, EFFECTIVE DATE: SEPTEMBER 1, 2017 AT 7:30 AM.
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORDED AND MEASURED UNLESS NOTED OTHERWISE.

## OWNER OF RECORD

TOWN OF QUEEN CREEK  
22350 S. ELLSWORTH ROAD  
QUEEN CREEK, AZ 85142

## BASIS OF BEARING

THE EAST LINE OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN BEING NORTH 00°50'08" EAST PER THIS SURVEY.

## RECORD DOCUMENTS

- FINAL PLAT FOR QUEEN CREEK DISTRICT PER BOOK 1264, PAGE 11, MCR
- RECORD OF SURVEY (GDACS) PER BOOK 610 OF MAPS, PAGE 32 AND BOOK 1143 OF MAPS, PAGE 21

## CERTIFICATION

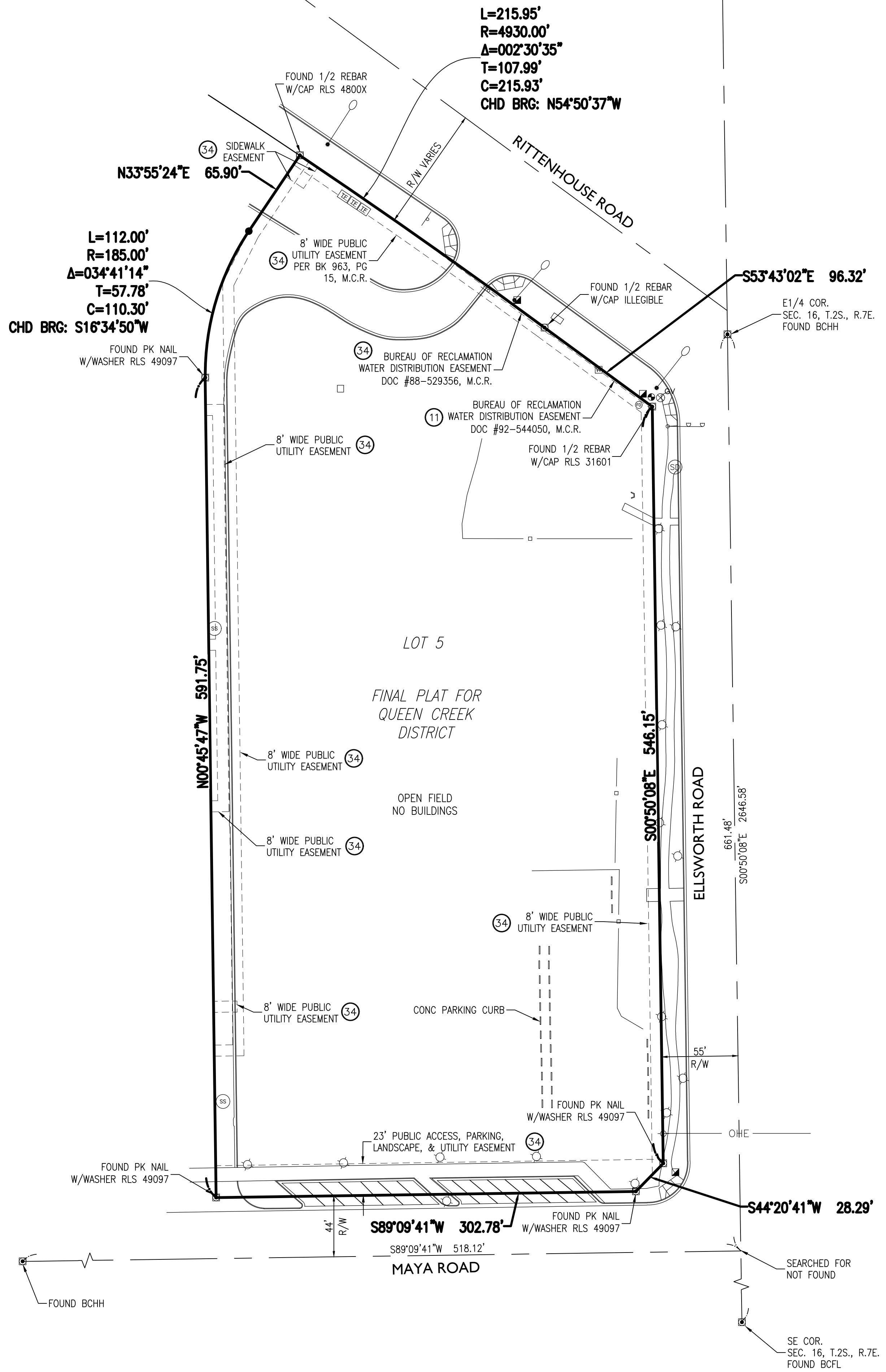
TO: TOWN OF QUEEN CREEK AND FIDELITY NATIONAL TITLE AGENCY, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4 AND 8 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 9/19/17.

DATE OF PLAT OR MAP: OCTOBER 9, 2017

## LEGEND

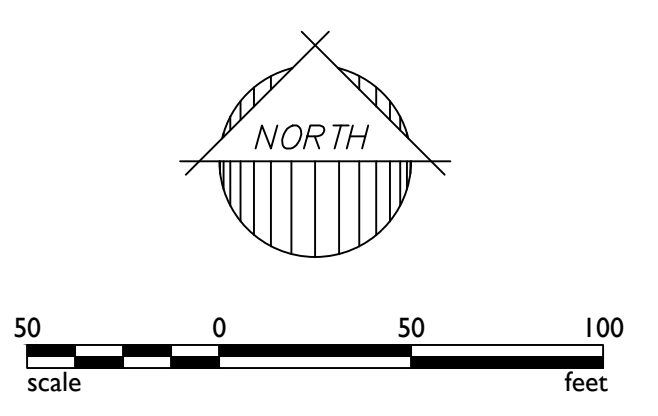
- SET 5/8 REBAR WITH CAP PLS 19817
- ⊠ FOUND MONUMENT
- ⊠ FIRE HYDRANT
- ⊠ WATER METER
- ⊠ STORM DRAIN MANHOLE
- ⊠ SEWER MANHOLE
- ⊠ LIGHT POLE
- ⊠ SIGN
- ⊠ TRAFFIC LIGHT
- ⊠ GAS VALVE
- ⊠ TRANSFORMER
- ⊠ PULL BOX
- ⊠ FIBER OPTIC MANHOLE
- ⊠ STORM SEWER MANHOLE
- OHE — OVERHEAD ELECTRIC LINE
- FENCE LINE
- - - EASEMENT LINE
- BOUNDARY LINE



## SCHEDULE B DOCUMENTS

SCHEDULE B ITEMS 1-4, 13, 14, 16-21, 24, 26-28, 30-33 AND 35-36 ARE NOT SURVEY RELATED MATTERS AND ARE NOT DEPICTED HEREON.

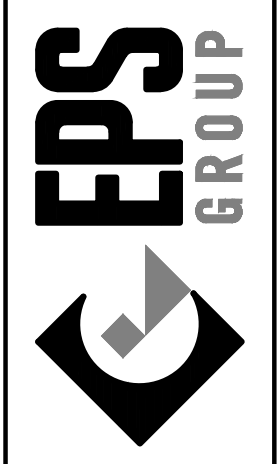
- ⑤ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR TELEPHONE AND TELEGRAPH LINES; BOOK 62 OF MISCELLANEOUS, PAGE 297 (BLANKET IN NATURE)
- ⑥ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR TELEPHONE AND TELEGRAPH LINES; BOOK 62 OF MISCELLANEOUS, PAGE 477 (BLANKET IN NATURE)
- ⑦ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR COMMUNICATION AND FACILITIES; DOCKET 257, PAGE 329 (BLANKET IN NATURE)
- ⑧ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR TELEPHONE AND TELEGRAPH LINES; DOCKET 817, PAGE 12 (BLANKET IN NATURE)
- ⑨ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR ALLEYWAY; DOCKET 1295, PAGE 407 (SUPERSEDED BY PLAT)
- ⑩ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR WATER DISTRIBUTION SYSTEM; 2013-977435 (RELEASE OF EASEMENT)
- ⑪ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR WATER DELIVERY SYSTEM; 92-544050 (SHOWN HEREON)
- ⑫ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR FLOOD CONTROL; 2000-211209 (BLANKET IN NATURE)
- ⑮ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR PUBLIC UTILITIES; 2004-955400 (NOT ON SUBJECT PARCEL)
- ⑳ MATTERS CONTAINED IN THAT CERTAIN DOCUMENT FOR CROSS ACCESS EASEMENT; 2007-1359888 (NOT ON SUBJECT PARCEL)
- ㉓ MATTERS CONTAINED IN THAT CERTAIN DOCUMENT FOR CROSS ACCESS EASEMENT; 2008-18549 (NOT ON SUBJECT PARCEL)
- ㉕ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR POWER DISTRIBUTION AND UTILITIES; 2008-774751 (NOT ON SUBJECT PARCEL)
- ㉙ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS SET FORTH IN A DOCUMENT FOR POWER UTILITIES; 2015-196037 (NOT ON SUBJECT PARCEL)
- ㉚ EASEMENT(S) AS SET FORTH IN PLAT RECORDED IN BOOK 1264 OF MAPS, PAGE 11 (SHOWN HEREON)



17-123

Oct 09, 2017 12:50pm S:\Projects\2017\17-123\17-123.02 - Lot 5 Queen Creek District\Legal\_Survey\Draws\17-123-02\_BSO4.dwg

2045 S. Vineyard Ave., Suite 101  
Mesa, AZ 85210  
T: 480.503.2350 | F: 480.503.2358  
www.epsgroupinc.com



Lot 5 Queen Creek District  
QUEEN CREEK, ARIZONA  
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA  
ALTA/NSPS LAND TITLE SURVEY

| Project | Revisions: |
|---------|------------|
|         |            |
|         |            |
|         |            |
|         |            |



Designer: JC  
Drawn by: JDC  
Professional Land Surveyor AZ No. 19817

(Expires 6-30-20)  
Electronic Seal  
https://btr.az.gov/

Job No.  
**17-123**

Sheet No.  
**1**  
of **1**

Attachment: A. Copy of the Purchase Agreement (Purchase agreement with HD Management/QC Hospitality Group)

**EXHIBIT B****STANDARD ESCROW INSTRUCTIONS****SELLER AND BUYER**

1. Will deposit with Escrow Agent all documents necessary to complete the sale as established by the terms of these instructions and authorize Escrow Agent to deliver or record said documents as required herein.
2. Direct that all money payable be paid to Escrow Agent unless otherwise specified.
3. Authorize Escrow Agent to act upon any statement furnished by a lien holder or his agent, without liability or responsibility for the accuracy of such statement.
4. Authorize Escrow Agent to pay from available funds held by it for said purpose amounts necessary to procure documents and to pay charges and obligations necessary to consummate this transaction.
5. Direct that the disbursement of any funds will be made by check of Escrow Agent.
6. Direct that when these instructions and all title requirements have been complied with Escrow Agent will deliver by recording in the appropriate public office all necessary documents, disburse all funds and issue the title insurance policy.
7. Shall indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with these instructions any interpleader action, or any servicing account arising herefrom (except for any wrongful acts or negligence on the part of Escrow Agent) and will pay the same on demand.

**SELLER AND BUYER AGREE:**

8. Escrow Agent has the right to resign upon written ten day notice, if such right is exercised, all funds and documents will be returned to the party who deposited them.
9. Escrow Agent will not accept payments under a cancellation notice, unless in cash, certified or cashier's check or money order.
10. Should Escrow Agent be closed on any day of compliance with these instructions the requirement may be met on the next succeeding day Escrow Agent is open for business.
11. Time is of the essence of any agreement to pay or perform hereunder which agreement will remain unpaid or unperformed as of Closing. No payment of Buyer of such amounts will be received or receipted for by Escrow Agent unless all amounts due as of the date



of compliance are paid unless and until written authority therefor has been delivered to Escrow Agent by the payee of said amount.

12. Escrow Agent may at anytime, at its discretion, commence a civil action to interplead any conflicting demands to a Court of competent jurisdiction.

13. It is fully understood that First American Title Insurance Company serves as an escrow agent only in connection with these instructions and cannot give legal advice to any party hereto.

14. The title insurance provided for unless otherwise specified, will be evidenced by the standard form of title insurance policies on file with the Insurance Director of the State of Arizona subject to exceptions shown in the commitment for title insurance and title insurance policy issued.



**EXHIBIT C**

FORM OF SPECIAL WARRANTY DEED

Attachment: A. Copy of the Purchase Agreement (Purchase agreement with HD Management/QC Hospitality Group)

Exhibit D/Page 1





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:** Public Hearing and possible approval of "Allstate Utility Construction Rezone Ordinance 660-18 (Case P17-0176); a request to rezone 4.84 acres from R1-43 (Rural Estate District) to EMP-A (Employment Type-A) to allow for a utility construction business east of the southeast corner of Germann and Rittenhouse. Roads.

**DATE:** March 21, 2018

---

**Planning & Zoning Commission Recommendation:**

The Planning Commission recommended approval of Case P17-0176, "Allstate Utility Construction Rezone" at its special date meeting on February 6, 2018 with a vote 4-0. Commissioner Matheson was absent for the vote. Commission Alleman recused himself from the vote due to a conflict as his business colleague, Jacob Zonn is assisting the applicant. And, Commissioner Gough's seat was vacant due to her recently taking a full time position with the Town of Queen Creek.

**Proposed Motion:**

Move to recommend approval of P17-0176, "Allstate Utility Construction Rezone," subject to the conditions of approval outlined in this report.

**Relevant General Plan and Council Goals:**



Secure Future

**Summary:**

The proposal consists of a request for approval of a rezone of the site in question from R1-43 (Rural Estate District) to EMP-A (Office/Industrial Park), to allow the applicant to continue conducting industrial utility construction business operations. The site is

approximately 4.84 acres in size and is located east of the southeast corner of Germann Road and Rittenhouse Road.

**History:**

Allstate Utility Construction has been operating as a full-service underground utility construction company in Arizona since April 1, 2003. In May of 2008, Allstate relocated business operations to the Town of Queen Creek, and has provided many utility construction services in and around the Town since the relocation.

On September 20, 2017, Allstate was contacted by the Town and subsequently received a “Courtesy Notice” from the Town Code Enforcement Division regarding the business being operated on a residentially zoned property. Allstate immediately contacted the Applicant to discuss the situation and to determine how it might promptly comply with the Town’s request. Allstate filed a rezoning application with the Town so that it may continue its business operations on the property.

**Project Information:**

| <b>Project Information</b>       |   |
|----------------------------------|---|
| Project Name                     | Allstate Utility Construction Rezone  |
| Site Location                    | 19425 E Germann Rd., Queen Creek, AZ East of the SEC of Germann Rd. and Rittenhouse Rd. |
| Current Zoning                   | Rural Estate District (R1-43)   |
| Proposed Zoning                  | EMP-A (Office/Industrial Park)  |
| General Plan Designation         | EMP-A (Light Industrial)  |
| Surrounding Zoning Designations: |   |
| North                            | Germann Road R1-43 (Rural Estate District) and EMP-A (Office/Industrial Park)           |
| South                            | Union Pacific Railroad  |
| East                             | R1-43 (Rural Estate District)   |
| Site Area                        | 4.84 Acres  |

**Discussion:**

This proposal consists of a request to rezone an approximately 4.84 acre site from R1-43 (Rural Estate District) to EMP-A (Office/Industrial Park) in order to accommodate for existing business operations conducted by Allstate Utility Construction. Allstate provides full-service underground utility construction services, and on-site operations consist mainly of vehicle and materials storage. This project is located at 19426 E Germann Rd., East of the southeast corner of Rittenhouse Road and Germann Road, and is currently zoned as R1-43 (Rural Estate District).

The 2008 General Land Use Plan designates this area as EMP-A (Light Industrial), and the proposed zoning would better fit this land use category.

**General Analysis:**

**General Plan Review:** The project is located in the Light Industrial (EMP-A) designation on the 2008 General Plan Land Use map. The project is consistent with the General Plan as the Light Industrial designation allows office and industrial uses.

**Zoning Review:** The proposal made by the applicant is to rezone the property from R1-43 (Rural Estate District) to EMP-A (Office/Industrial Park). Staff has reviewed this proposal and believes that the request fulfills the criteria outlined in the Zoning Ordinance. Additionally, the applicant has not received any opposition from neighboring property owners regarding the request.

**Site Plan Review:** The applicant submitted a Site Plan application on March 12, 2018 and will be working with Town staff to provide appropriate site improvements.

**Public Comments:**

A neighborhood meeting was conducted by the applicant on Tuesday, January 16, 2018 and no members of the public were in attendance.

To date, staff has not received any public comments concerning this request.

**Conditions of Approval:**

- 11.1. The submittal and approval of a Site Plan application for the Allstate Utility Construction site will be required following the approval of the request to rezone the site from R1-43 to EMP-A.

**Attachments:**

1. Aerial Photo Exhibit
2. General Plan Exhibit

3. Zoning Exhibit
4. Project Narrative
5. Ordinance 660-18

**Attachment(s):**

1. Allstate Aerial
2. Allstate CaseMapGeneralPlan
3. Allstate CaseMapZoning
4. Allstate Narrative
5. Ordinance 660-18



Project Name: Allstate Utility Construction Rezone

Case Number: P17-0176

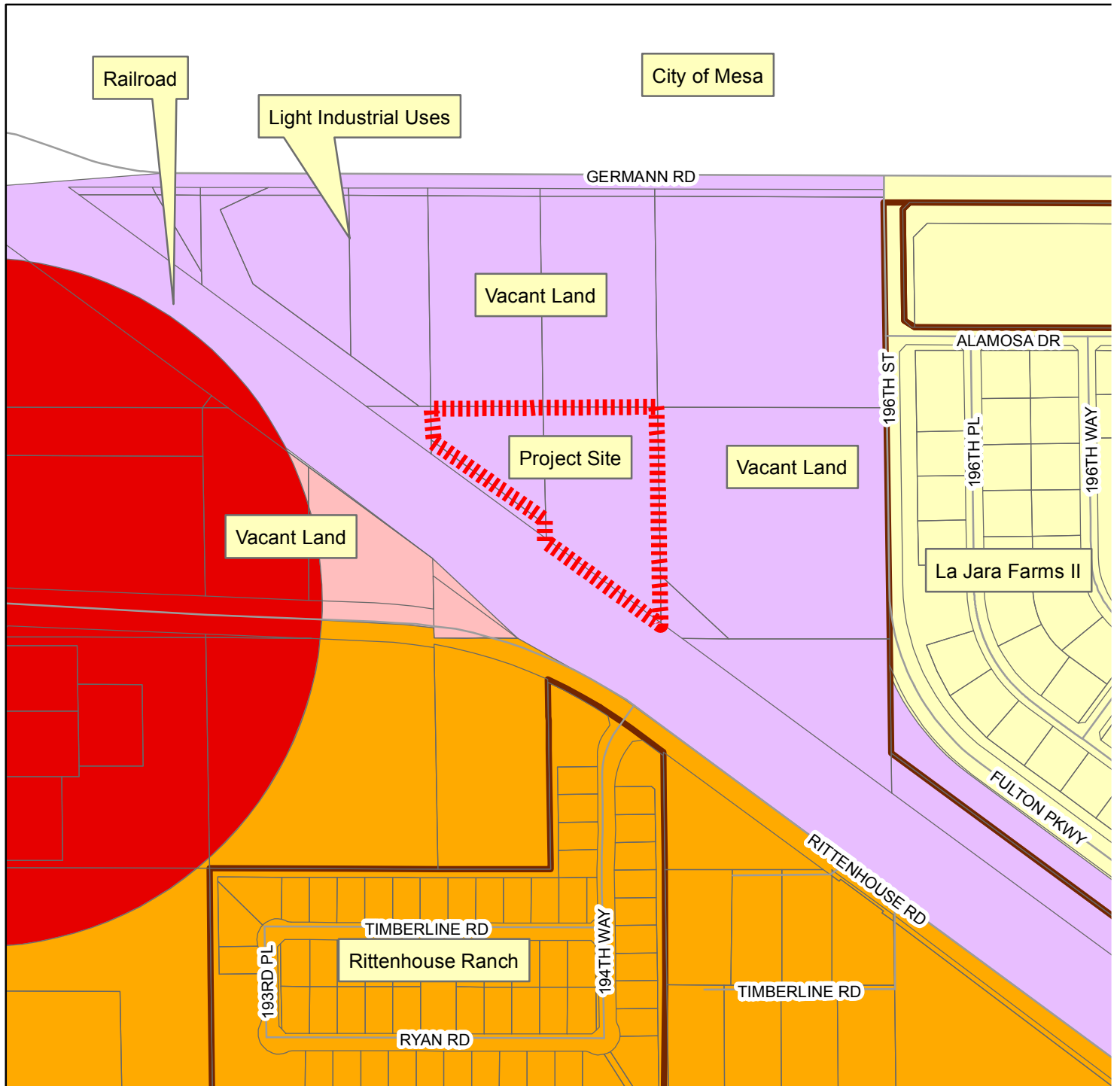


Hearing Date: March 21, 2018



Attachment: 1. Allstate Aerial (Allstate Utility Construction Rezone)





Attachment: 2. Allstate CaseMapGeneralPlan (Allstate Utility Construction Rezone)

**General Plan Land Use**

|  |  |  |                         |  |                            |
|--|--|--|-------------------------|--|----------------------------|
|  | Very Low Density Residential (0-1 DU/AC) |  | Mixed Use               |  | Regional Commercial Center |
|  | Low Density Residential (0-2 DU/AC)      |  | Town Center Mixed Use   |  | Employment Type A          |
|  | Medium Density Residential (0-3 DU/AC)   |  | Neighborhood Commercial |  | Employment Type B          |
|  | MHDR                                     |  | Community Commercial    |  | Agritainment               |
|  | Multi-Family                             |  | Office/Services         |  | Public/Quasi-Public        |
|  | Master Planned Community (0-1.8 DU/AC)   |  | Commercial              |  | Open Space                 |

**Project Name: Allstate Utility Construction Rezone Zoning Exhibit**

**Case Number: P17-0176**

**Hearing Date: March 21, 2018**



**Attachment: 3. Allstate CaseMapZoning (Allstate Utility Construction Rezone)**

**Zoning Districts**

|                 |                             |                   |                    |                     |
|-----------------|-----------------------------|-------------------|--------------------|---------------------|
| C-1, Commercial | PQP, Public/Quasi-Public    | R1-4, Residential | R1-9, Residential  | R1-35, Residential  |
| C-2, Commercial | RC, Recreation/Conservation | R1-5, Residential | R1-10, Residential | R1-43, Residential  |
| TC, Commercial  | R-2, Residential            | R1-6, Residential | R1-12, Residential | R1-54, Residential  |
| I-1, Industrial | R-3, Residential            | R1-7, Residential | R1-15, Residential | R1-190, Residential |
| I-2, Industrial | R-4, Residential            | R1-8, Residential | R1-18, Residential |                     |

# Allstate Utility Construction, LLC 19425 E. Germann Road, Queen Creek, AZ

Town of Queen Creek  
Rezoning Application Submittal  
November 29, 2017



Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)

Applicant Name: Tiffany & Bosco, P.A.  
Address: 2525 E. Camelback Rd., Phoenix, AZ 85016



## Table of Contents

|       |   |    |
|-------|---|----|
| I.    | Project Profile                         | 3  |
| II.   | Introduction                            | 4  |
| III.  | Existing Site Conditions                | 6  |
| IV.   | Project/Business Operations Description | 7  |
| V.    | Rezoning Analysis                       | 8  |
| VI.   | Public Utilities and Services           | 10 |
| VII.  | Application Implementation              | 11 |
| VIII. | Conclusion                              | 12 |

## Table of Exhibits

---

- Exhibit A – Regional Context Map
- Exhibit B – Aerial Context Map
- Exhibit C – Town of Queen Creek General Plan Map
- Exhibit D – Town of Queen Creek Zoning Map
- Exhibit E – Aerial Site Plan Exhibit

Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)



I. PROJECT PROFILE

|                         |   |
|-------------------------|---|
| Project Name            | Allstate Utility Construction, LLC  |
| Property Owner          | Donald R. and Sonja K. Foster   |
| Assessor Parcel Numbers | 304-61-032R and 304-61-042  |
| Project Location        | 19425 E. Germann Road, Queen Creek, AZ 85142  |
| Project Area            | 4.84 acres  |
| Current Zoning          | Rural Estate District (R1-43)   |
| General Plan            | Employment Type A   |
| Legal Counsel           | Tiffany & Bosco, P.A.<br>Seventh Floor, Camelback Esplanade II<br>2525 East Camelback Road<br>Phoenix, Arizona 85016<br>602-255-6000 office<br>602-255-0103 fax |

Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)



## II. Introduction

Tiffany & Bosco, P.A. (“Applicant”), on behalf of Donald R. and Sonja K. Foster (“Owner”) and Allstate Utility Construction, LLC (“Allstate”), respectfully requests the review and approval of this application for a Rezone of the approximately 4.84 acres located at 19425 E. Germann Road within the jurisdiction of the Town of Queen Creek (the “Property”) to an Office/Industrial Park (EMP-A) zoning designation.

The Property consists of Maricopa County Assessor Parcel Numbers 304-61-032R and 304-61-042. A Survey and legal descriptions for each parcel have been provided with this application. *Exhibit A & B - Aerial Context Exhibits* have been included with this Application to illustrate the location of the Property.

### Allstate Utility Construction – History

Allstate has been operating as a full-service underground utility construction company in Arizona since April 1, 2003. Allstate takes great pride in being a premier construction company that is known for high quality and efficient work. In May 2008, Allstate decided to make the Town of Queen Creek (the “Town”) its permanent home with a place that it could continue to flourish and grow in. Allstate looks forward to continue to contribute to the Town’s growth and economic development

Allstate is proud to have provided many utility construction services in and around the Town, including:

**General Contractor**

- 5G Mining
- ALC Builders
- AW Contracting
- AW Contracting
- Alexander Building
- Canyon State Academy
- CORE
- Double AA Builders/Hawkeye Elec
- Frontera
- Hayden
- Infrastructure Dynamics
- Markham Contracting
- Porter Brothers
- Porter Brothers
- Porter Brothers
- Porter Brothers
- Renaissance
- Salt River Project
- Salt River Project
- Salt River Project

**Jobsite**

- The QC offsite electrical
- Crimson Meadows
- Sossaman Estates LDS Church
- Pegasus LDS Church
- Raising Cane QC
- Canyon State Academy
- Town of QC Municipal Complex
- Home Depot QC/Full Circle
- Denny’s
- Queen Creek Marketplace
- Queen Creek Cornerstone
- Rittenhouse Rd Phase II Conversion
- Hawes LDS Church
- ALA Seminary – Hawes Rd
- UTAZ Queen Creek Professional Village
- San Tan Professional Village
- M&I Bank
- Cooley Substation
- Ellsworth/Riggs OH to UG Conversion
- Ocotillo/Ellsworth Loop Sub

Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)



|                    |   |
|--------------------|---|
| Salt River Project | Kenworthy UG                              |
| Salt River Project | Rittenhouse II                            |
| Salt River Project | Sonoqui Wash/Hawes Rd OH to UG Conversion |
| SEC Electrical     | Pinal Professional Village                |
| SEC Electrical     | Ben Franklin HS Germann Rd                |
| Ricor              | Queen Creek Fiesta underground            |
| WM Grace           | Basha’s – Power and Chandler Heights      |
| WM Grace           | Walmart – Hunt Hwy                        |

In 2012, Town staff from the Queen Creek Development Services met with Allstate on the Property to discuss the use and operations. At that time, it was communicated to Allstate that the only issues on the Property were that the drive areas needed to be dust-proofed and a privacy screen was requested to be placed on the surrounding chain link fence around the perimeter of the Property. The Town indicated that there were no issues with the current industrial use and operations and also stated that it was compatible with the adjacent parcels with industrial uses. Allstate promptly complied with the Town’s request and dust-proofed the drive areas and placed privacy screening on the surrounding chain link fence.

On September 20, 2017, Allstate was contacted by the Town and subsequently received a “Courtesy Notice” from the Town regarding the business being operated on a residentially zoned property. Allstate immediately contacted the Applicant to discuss the situation and to determine how it might promptly comply with the Town’s request.

It is extremely important to Allstate that it complies with the Town’s development requirements. It has not been Allstate’s intention to operate its business on the Property without the proper zoning designation. Thus, Allstate is promptly filing this rezoning application to ensure that it operates properly on the Property. The approval of this application will allow for the continued operation of this premier utility construction company that has been a great business for the Town. We look forward to working the Town on the approval of this Application.

Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)





### III. Existing Site Conditions

The Property is relatively flat and is currently being operated with Allstate’s business operations as described in Section IV below. *Exhibits A & B* show the onsite and surrounding aerial conditions.

The Property is currently zoned as Rural Estate District (R1-43) in the Town. It is also identified with a future land use designation of Employment Type A on the Town of Queen Creek General Plan Map (See attached Exhibit C “*Town of Queen Creek General Plan Map*” and Exhibit D “*Town of Queen Zoning Map*”).

#### Surrounding Land Uses and Zoning Context

The following are the surrounding land uses and zoning context:

| Direction | Town GP Land Use Designation | Zoning              | Existing Use  |
|-----------|------------------------------|---------------------|---|
| NORTH     | EMP-A                        | EMP-A / R1-43       | Vacant land owned by various owners. APN 304-61-037 owned by Peacock Property Management and will be undergoing a rezoning application. |
| EAST      | EMP-A                        | R1-43               | Vacant land owned by two (2) different property owners.   |
| SOUTH     | EMP-A                        | MCFCD & RR Property | Maricopa County Flood Control District (“MCFCD”) drainage ditch and Union Pacific Railroad track.                                       |
| WEST      | EMP-A                        | EMP-A / R1-43       | MCFCD drainage ditch and Union Pacific Railroad track.  |

The location of E. Germann Road provides a major roadway for proper access to the Property. With the Property and surrounding area being designated as an Employment Type A land use, the surrounding properties being zoned and developed as industrial uses, and the Property’s immediate adjacency to the drainage ditch and Union Pacific Railroad track, the Property is perfectly suited for a rezoning to the EMP-A designation.

Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)



#### IV. Project/Business Operation Description

The land uses on the Property consist of those uses associated with the underground utility construction operations of Allstate's business. This includes areas for construction vehicles, equipment, and material and buildings as described below.

*Exhibit E – Aerial Site Plan Exhibit* shows the layout of the industrial uses on the Property. There are currently four (4) different existing structures on the Property. The Main Office Building is on the west side of the Property and is used with various offices and break room areas for Allstate employees. Another existing shed structure exists on the center portion of the Property, which serves as a small Maintenance/Material Shop for the construction equipment. The other two (2) structures on the west side of the Property are smaller Storage Buildings for various construction-type material.

Construction vehicles and equipment are parked on the areas shown on the southeast and east portions of the Property. Other areas of the Property are used for the storage of construction material and equipment, which is used on a daily basis with Allstate's operations.

Allstate is proposing to replace all the surrounding chain link fence with solid block wall around the entire perimeter of the Property. The block wall material will be according to the Town's regulations and standards. The height of the wall will be eight (8) to ten (10) feet on the south and east Property boundaries and six (6) to eight (8) feet on the north Property boundary. Allstate also would like to build a future shop/maintenance building near the north Property boundary as shown on the Site Plan. This future building will be in compliance with development regulations as required. All other current improvements on the Property will remain as they currently are. Any future improvements on the Property will be in accordance with the Town's Zoning Ordinance ("QCZO").

The Primary access to the Property will remain onto Germann Road from the northeast corner of the Property. All areas on the Property that will be used by vehicles will remain dust-proofed.

At this time, Allstate has approximately twenty (20) employees total. However, not all of the employees are on the Property at the same time as employees are coming and going from the Property for off-site construction projects. At any given time, there are four (4) employees in the office and six (6) employees on site.

Allstate's hours of operation are from Monday through Friday, but the actual hours vary depending on the construction season and the specific projects that are being worked on. In the summer, construction projects are customarily started earlier to avoid the heat, so employees will arrive at approximately 4:00 a.m. In the winter, employees typically arrive at approximately 5:00 a.m. All employees return to the Property approximately between 2:30 p.m.-5:00 p.m. Parking for all guests and employees is provided to the north of the main office building. Employee parking is also provided to the east and south of the of the main office building, as shown on the Site Plan.

## V. Rezoning Analysis

The rezoning of the Property will allow for the continued use of Allstate's business, which is well suited for the industrial uses that are already occurring in the area. The Property has many development constraints and the Property certainly not suited for the current residential zoning designation on the Property.

The site is oddly configured and is accessed through an ingress/egress easement out to German Road. The adjacent MCFCD drainage ditch and Union Pacific Railroad create a situation that is not suitable for any type of development except for uses in the proposed industrial zoning designation.

The rezoning will provide parcels that are compatible with the Town's General Plan and with the existing and planned industrial developments on adjacent parcels.

### Proposed Zoning Classification

As discussed previously, this Application proposes a change of the Property from the zoning of R1-43 to Employment Type-A.

As described in the QCZO, the Employment-Type A Zoning District is intended to *"provide for a mix of light manufacturing uses, office park and limited retail service uses that services the industrial uses, in an attractive business park setting with proper screening and buffering, all compatible with adjoining uses."*

Allstate's existing industrial uses will be compatible with the QCZO and with all the surrounding properties and uses. Allstate intends to promptly provide adequate screening around the perimeter of the building to ensure adequate aesthetics.

Allstate intends to work with the Town on any permitting that may be required for the "Maintenance/Material Shop" located at the central portion of the Property. Allstate desires to keep this building on the Property for the maintenance and storage of construction equipment. By allowing the building to remain in place, it will contribute to the visual screening of the Property and provide buffering for any potential noise coming from the center of the property.

The south Property boundary is adjacent to land that is owned by the MCFCD and the Union Pacific Railroad and, therefore, would be analogous to the property being adjacent to another employment or industrial use. The north and east Property boundaries are adjacent to parcels that are categorized as Employment Type A. These properties will develop in the future as industrial type uses as planned. In these circumstance, employment land adjoining other employment/industrial land there is a zero (0) foot Landscape Buffer/Setback requirement.

As shown on Exhibit E, there are future plans to add another "Shop Building." At this time, there are no specific details except the general location of the future building. When the building is ready for construction, Allstate will work with the Town to obtain the proper building permits, as required.

### Traffic, Parking and Internal Circulation

Access to the site is provided by means of a single, existing driveway that comes through an ingress/egress easement from E. Germann Road to the northeast corner of the Property. Any vehicles or trucks on the Property will enter through the gate at the northeast entrance to the Property, and proceed either to the parking area to the north of the Main Office Building or to the southern portion of the Property. All vehicles will drive on existing dust-proofed material, as required.

The parking areas on the Property can accommodate approximately twenty (20) parking spaces on the site, including two (2) ADA-accessible spaces.

Vehicles exiting the Property will leave by turning either left or right on Germann Road. Traffic to and from the Property is anticipated to be very minimal, with approximately eight to ten (8-10) employees leaving and returning from the Property, with construction vehicles leaving sometime between 4:00 a.m. and 5:30 a.m. and returning sometime between 2:00pm and 5:00pm. During the other operation hours, there will only be a couple of vehicle visits per hour during the 4:00 a.m. to 5:00 p.m. workday.

**Lighting**

All lighting on the site has been designed so that the site may be carefully illuminated, without light trespass onto surrounding properties and will continue to be in compliance with the Town’s regulations and standards.

**Signage**

There is currently no signage on the Property. Any future signage will be in conformance with the Town’s regulations and standards.

**Impact on Surrounding Properties**

Allstate business operations will have very little impact on the surrounding properties. The hours of operation range from 4:00 a.m.to 5:00 p.m., Monday thru Friday, with Saturday hours only on an as-needed basis. As described before, Allstate will replace the current chain link fence and construct a solid block wall to mitigate any perceived impacts on any of the surrounding properties.

Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)



## VI. Public Utilities and Services

The following table outlines the various public utilities and services for the Property.

| UTILITY COMMENT TABLE |                          |
|-----------------------|--------------------------|
| Water                 | Town of Queen Creek      |
| Electricity           | Salt River Project (SRP) |
| Refuse                | Town of Queen Creek      |
| Telephone             | Century Link             |
| Gas                   | Southwest Gas            |
| Sewer                 | On-Site Septic           |
| Cable                 | Cox Communications       |
| Police                | Maricopa County Sherriff |
| Fire Protection       | Town of Queen Creek      |

### Water and Sewer

No new connections will be made to the Town of Queen Creek’s water system and the existing septic system will remain.

Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)



## VII. Application Implementation

### Purpose and Intent

Any future development of the Property will be implemented in conformance with the regulations and guidelines contained within the Queen Creek Zoning Ordinance.

### Public Outreach and Response to Citizen Input

The Applicant will conduct a thorough public outreach effort as part of the Rezoning Application in accordance with the QCZO, Article 3.1. This will include outreach letters to property owners within 900' of the Property, a neighborhood meeting, Property postings, and notices of public hearings.

The Applicant is eager to engage with the surrounding neighbors to discuss the requests being made by this Application and will promptly reply to any inquiries.

### VIII. Conclusion

The proposed Rezoning will allow Allstate to continue the operation of a high-quality and flourishing utility construction business in the Town of Queen Creek. Allstate is proud to call Queen Creek home and looks forward to many more years in having a productive relationship with the Town.

The proposed Rezoning Application is consistent with the existing and proposed uses in the surrounding area. The request is also consistent with the goals, values and mission of the Town and its General Plan and Zoning Ordinance.

We respectfully request the approval of this rezoning Application to an EMP-A industrial zoning designation to allow for the Property uses and development. We are confident that the rezoning will attract other successful businesses to the Town and will continue to contribute to the future economic development of the Town.

The rezoning will also enhance the as-built environment of this area of the Town and allow the future development of an economically and aesthetically attractive project, providing for a use that is highly compatible with the adjacent properties. We look forward to working with County staff on Allstate’s industrial development.

Attachment: 4. Allstate Narrative (Allstate Utility Construction Rezone)





## ORDINANCE 660-18

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DECLARING AS PUBLIC RECORDS THAT CERTAIN DOCUMENTS TITLED “ALLSTATE UTILITY CONSTRUCTION REZONE”, ATTACHED HERETO AS EXHIBIT “A”, AND ADOPTING EXHIBIT “A”, IN ADDITION TO THE DOCUMENT TITLED “CONDITIONS OF APPROVAL” AND ATTACHED HERETO AS EXHIBIT “B”, AND ADOPTING EXHIBITS “A AND B”, THEREBY AMENDING THE OFFICIAL ZONING DISTRICT MAP FOR THE TOWN OF QUEEN CREEK, ARIZONA, PURSUANT TO ARTICLE 3, SECTION 3.4 OF THE ZONING ORDINANCE FOR THE TOWN OF QUEEN CREEK BY CHANGING THE ZONING OF THE “ALLSTATE UTILITY CONSTRUCTION REZONE SITE FROM R1-43 (RURAL ESTATE DISTRICT) TO EMP-A (EMPLOYMENT TYPE-A) FOR APPROXIMATELY 4.84 ACRES. THE PROPERTY IS GENERALLY LOCATED AT EAST OF THE SOUTHEAST CORNER OF GERMANN ROAD AND RITTENHOUSE ROAD, APPROXIMATELY 630 FEET SOUTH OF GERMANN ROAD. THE ASSOCIATED ZONING CASE IS P17-0176.**

**WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, providing that the adopting ordinance is published in full; and**

**WHEREAS, Article 3, ZONING PROCEDURES, Section 3.4 AMENDMENT AND REZONING, establishes the authority and procedures for amending the Zoning Ordinance; and**

**WHEREAS, Article 4, ZONING DISTRICTS, Section 4.4 ZONING MAP, establishes the Zoning District Maps and states that the Zoning District Maps, along with all the notations, references, and other information shown thereon, are a part of this Ordinance and have the same force and effect as if said maps and all the notations, references, and other information shown thereon were all fully set forth or described in the zoning ordinance text; and,**

**WHEREAS, a Public Hearing on this ordinance was heard before the Planning and Zoning Commission on February 6, 2018; and**

**WHEREAS, the Planning and Zoning Commission voted 4-0 in favor of this rezone; and**

**WHEREAS, a second public hearing was held by the Town Council on March 21, 2018.**

**NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:**

- Section 1. The documents attached hereto as Exhibits "A and B," titled Allstate Utility Construction Rezone Legal Description and Conditions of Approval are hereby declared to be public records;
- Section 2. Case No. P17-0176 confirming the Zoning Map Amendment for the property described in the Allstate Utility Construction Rezone Legal Description is hereby approved, subject to the Conditions of Approval.
- Section 3. One (1) paper copy and one (1) electronic copy of Exhibits "A and B" are ordered to remain on file with the Town Clerk;
- Section 4. If any section, subsection, clause, phrase or portion of this ordinance or any part of these amendments to the Queen Creek Zoning Map is for any reason held invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED BY** the Mayor and Town Council of the Town of Queen Creek, Maricopa County, this 21<sup>st</sup> day of March, 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  
Attorneys for the Town

Attachment: 5. Ordinance 660-18 (Allstate Utility Construction Rezone)

## EXHIBIT A Allstate Utility Construction Rezone Legal Description

### LEGAL DESCRIPTION

#### Maricopa County Assessor Parcel Number 304-61-032R

The East half of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 8, Township 2 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion lying within the right-of-way for the SOUTHERN PACIFIC RAILROAD; and

EXCEPT that part in the East half of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 8, Township 2 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of the Northwest quarter;

THENCE along the West line thereof, South 00 degrees, 49 minutes, 05 seconds East, a distance of 797.35 feet to the Northeasterly right-of-way line of the SOUTHERN PACIFIC RAILROAD (S.P.R.R.);

THENCE along said S.P.R.R. right-of-way line, South 53 degrees, 37 minutes, 43 seconds East, a distance of 412.50 feet to the West line of said East half of said East half of the Southwest quarter of the Northeast quarter of the Northwest quarter and the TRUE POINT OF BEGINNING;

THENCE continuing along said S.P.R.R. right-of-way line, South 53 degrees, 37 minutes, 43 seconds East, a distance of 412.42 feet to the East line of said East half of the Southwest quarter of the Northeast quarter of the Northwest quarter;

THENCE along said East line, North 00 degrees, 48 minutes, 13 seconds West, a distance of 112.93 feet;

THENCE parallel with said S.P.R.R. right-of-way line, North 53 degrees, 37 minutes, 43 seconds West, a distance of 412.44 feet to the West line of said East half of the Southwest quarter of the Northeast quarter of the Northwest quarter;

THENCE along said West line, South 00 degrees, 48 minutes, 39 seconds East, a distance of 112.94 feet to said S.P.R.R. right-of-way line and the TRUE POINT OF BEGINNING.



Attachment: 5. Ordinance 660-18 (Allstate Utility Construction Rezone)

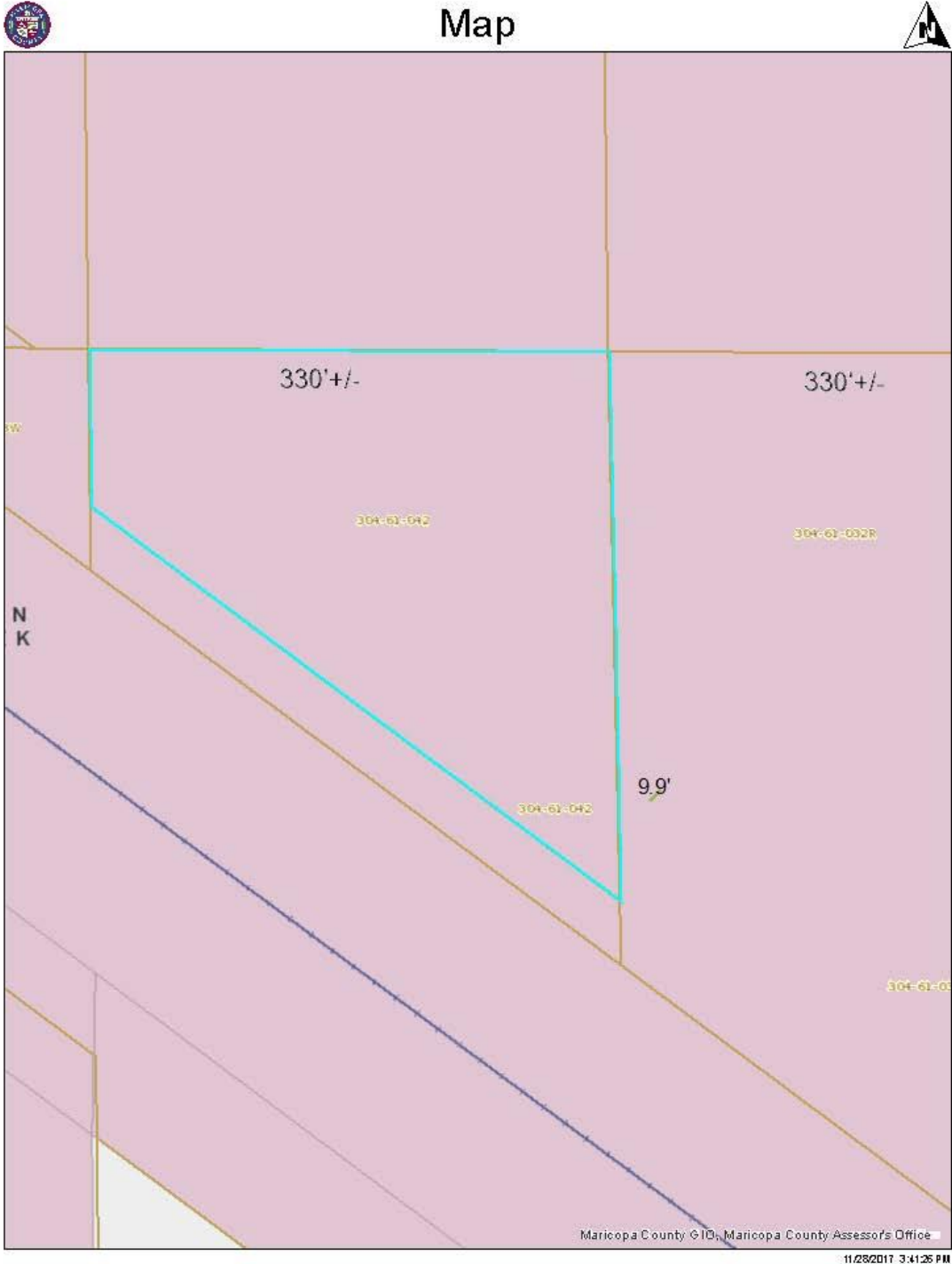
**LEGAL DESCRIPTION**

**Maricopa County Assessor Parcel Number 304-61-042**

The North half of the West half of the following described property:

The Southwest quarter of the Northeast quarter of the Northwest quarter of Section 8, Township 2 South, Range 7 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

**Attachment: 5. Ordinance 660-18 (Allstate Utility Construction Rezone)**



Attachment: 5. Ordinance 660-18 (Allstate Utility Construction Rezone)

**EXHIBIT B****Conditions of Approval**

1. The submittal and approval of a Site Plan application for the Allstate Utility Construction site will be required following the approval of the request to rezone the site from R1-43 to EMP-A.





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:** Public Hearing and possible approval of a Series 12 Restaurant Liquor License Application (License #1207B306) submitted by Alicia Ramirez on behalf of JA Ranch Inc., for Filiberto's Mexican Food, 21805 S. Ellsworth Rd, Ste A100.

**DATE:** March 21, 2018

---

**Staff Recommendation:**

If a comment card is submitted to speak on this item, the Public Hearing will need to be opened.

Staff recommends that the Town Council consider a recommendation of approval based on the application.

At this time, no comments from the public have been received.

**Relevant Council Goal(s):**

N/A

**Proposed Motion:**

Motion to forward a recommendation of **approval** to the Arizona Department of Liquor License and Control of the application of submitted by Alicia Ramirez on behalf of JA Ranch Inc., for Filiberto's Mexican Food, 21805 S. Ellsworth Rd, Ste A100.

**Alternative Motion:**

Motion to forward a recommendation of **denial** to the Arizona Department of Liquor License and Control of the application of submitted by Alicia Ramirez on behalf of JA Ranch Inc., for Filiberto's Mexican Food, 21805 S. Ellsworth Rd, Ste A100.

**Discussion:** The Town Clerk's Office received a liquor license application for a new Series 12 Restaurant Liquor License for Filiberto's Mexican Food, 21805 S. Ellsworth Rd, Ste A100 (existing restaurant) on February 12, 2018. Filiberto's Mexican Food does not currently have a liquor license.

The application was posted on February 26, 2018 for the required 20 days (ends on March 17). To date, no comments or protests from the public have been received and if any are those will be provided prior to the meeting. MCSO was provided a copy of the application for interview/investigation and after an interview/inspection found no discrepancies or concerns at this time.

**Fiscal Impact:**

N/A

**Alternatives:**

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

**Attachment(s):**

Filiberto



18 FEB 7 Lic. Lic. PM1249

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

DLLC USE ONLY
License # 1207B306
Date Accepted: 2.7.18
CSR: C.A

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- Interim Permit
New License
Person Transfer
Location Transfer (series 6, 7 and 9)
Probate/ Will Assignment/ Divorce Decree (No Fees)
Seasonal

SECTION 2 Type of Ownership

J.T.W.R.O.S.

Individual

Partnership

Corporation

Limited Liability Co

Club

Government

Trust

Tribe

Other (Explain)

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)

1.Type of License (restaurant, bar etc.): Restaurant 2. LICENSE # (if issued): 1207B306

SECTION 4 Applicants

- Agent's Name: Ramirez Alicia
Applicant/Licensee Name: Alicia Ramirez J&A Ranch Inc.
Business Name (Doing Business As-DBA): Filibertos Mexican Food J&A Ranch
Business Location Address: 21805 S. Ellsworth Rd., Ste A100, Queen Creek
Mailing Address: 21805 S. Ellsworth Rd., Ste A100, Queen Creek, AZ 85142
Business Phone: 480-882-9901 Daytime Contact Phone: 619-723-8513
Email Address: alicia.ramirez233@yahoo.com
Is the Business located within the incorporated limits of the above city or town? Yes

Fees: Application \$100, Interim Permit \$0, Department Use Only \$50.00, Finger Prints \$44.00, Total of All Fees \$194.00
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes

Attachment: Filiberto (Liquor License - Filiberto's Mexican Food)

**SECTION 5 Background Check**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.  
1. If the applicant is an entity, not an individual, answer questions 1 a-b.

a) Date Incorporated/Organized: AZ 12-13-17 ~~12-15-17~~ State where Incorporated/Organized: AZ

b) AZ Corporation or AZ L.L.C. File No: 22425488 Date authorized to do business in AZ 12-15-17

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

| Last              | First | Middle | Title                      | %Owned | Mailing Address        | City     | State | Zip   |
|-------------------|-------|--------|----------------------------|--------|------------------------|----------|-------|-------|
| Ramirez, Alicea   |       |        | Director<br>President      | 50%    | 21805 S. ELLSWORTH RD. | STE A100 | AZ    | 85142 |
| Ramirez, Jorge L. |       |        | Director<br>Vice President | 50%    | 21805 S. ELLSWORTH RD. | STE A100 | AZ    | 85142 |
|                   |       |        |                            |        |                        |          |       |       |

(Attach additional sheet if necessary)

**SECTION 6 Interim Permit**

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. § 4-203.01 For approval of an interim permit:

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

N/A

1. Enter license number currently at the location: \_\_\_\_\_

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

I, (Signature) \_\_\_\_\_ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.


AR

**NOTARY**

State of Arizona  
County of Maricopa }

On this 10 Day of November 2017 before me personally appeared Alicia Ramirez  
(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that Jessica Sweet executed the above/attached document.



Notary Public  
Maricopa County, Arizona  
My Commission Expires  
March 31, 2020

Jessica Sweet  
Signature of NOTARY PUBLIC

**SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204**

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on the license) Last First Middle

N/A

2. Assignee's Name: \_\_\_\_\_  
Last First Middle

License Number: \_\_\_\_\_

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

**SECTION 8 Government (for Cities, Towns or Counties only)**

1. Government Entity: \_\_\_\_\_

2. Person/Designee: \_\_\_\_\_  
Last First Middle Daytime Contact Phone #

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 9**  Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)  
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: \_\_\_\_\_

2. Current Agent Name: \_\_\_\_\_  
Last First Middle

3. Current Licensee Name: \_\_\_\_\_  
(Exactly as it appears on the license)

4. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on the license)

5. Current Daytime Phone: \_\_\_\_\_ Primary Email Address: \_\_\_\_\_

6. Does current licensee intend to operate the business while this application is pending?  Yes  No

7. I authorize the transfer of this license to the applicant: \_\_\_\_\_  
Signature of Agent or Individual controlling person

AR

**NOTARY**

State of Arizona }  
County of maricopa }

On this 11 Day of November 2017 before me personally appeared Alicia Ramirez  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledges that he or she signed the above/attached document.



Jessica Sweet  
Notary Public  
Maricopa County, Arizona  
My Commission Expires  
March 31, 2020  
(Affix Seal Above)

Jessica Sweet  
Signature of NOTARY PUBLIC

**SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.**

A.R.S.§4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growers (A.R.S.§4-205.02) Series 12
- b) Hotel/motel license (A.R.S.§4-205.01) Series 11
- c) Microbrewery (A.R.S.§4-205.08) Series 3
- d) Craft Distillery (A.R.S.§4-205.10) Series 18
- e) Government license (A.R.S.§4-205.03) Series 5
- f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

Attachment: Filiberto (Liquor License - Filiberto's Mexican Food)

-Section 10 continued-

1. Distance to nearest School: \_\_\_\_\_ Name of School: \_\_\_\_\_  
 (If less than one (1) mile note footage) Address: \_\_\_\_\_

2. Distance to nearest Church: \_\_\_\_\_ Name of Church: \_\_\_\_\_  
 (If less than one (1) mile note footage) Address: \_\_\_\_\_

**SECTION 11 Business Financials A.R.S.§4-202(F)**

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors: Name: Schaeffer & Associates  
 Address: 7641 E. Gray Rd., Scottsdale, AZ  
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ \_\_\_\_\_ or Other: 5 days to pay - or atty fees

4. Total money borrowed for the Business not including lease? \$ 0

Please List Lenders/People you owe money to for business. N/A

| Last | First | Middle | Amount Owed | Mailing Address | City | State | Zip |
|------|-------|--------|-------------|-----------------|------|-------|-----|
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |
|      |       |        |             |                 |      |       |     |

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?  
 Yes  No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?  
 Yes  No If yes, attach explanation.

**SECTION 12 Diagram of Premises**

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Parto:  Contiguous  Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
 Yes  No If yes, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

Attachment: Filiberto (Liquor License - Filiberto's Mexican Food)

-Section 12 continued on next page-

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. §4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

AR  
Applicants Initials

**RESTAURANTS AND HOTELS/MOTELS ONLY**

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. §4-205.02(C)

4b. Provide a restaurant operation plan.

**SECTION 13 SIGNATURE BLOCK**

I, (Signature) A Ramirez, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

**NOTARY**

State of Arizona

County of Maricopa }

On this 10 Day of November, 2017 before me personally appeared Alicia Ramirez  
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



Jessica Sweet  
Notary Public  
Maricopa County, Arizona  
My Commission Expires  
March 31, 2020

Jessica Sweet  
Signature of NOTARY PUBLIC

**A.R.S. §41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

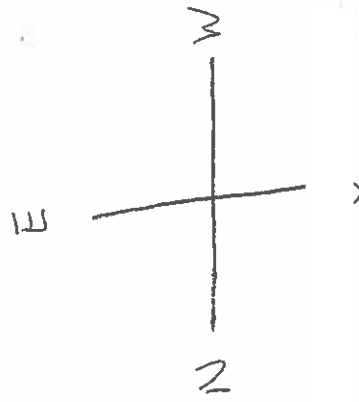
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Attachment: Filiberto - Filiberto's Mexican Food



'18 FEB 7 Liq. Lic. PH1249



Entrance to restaurant

Tables

CASHIERS

Kitchen

PLANS FROM HERE

REFRIGERATORS

LIQUOR STORE

110m

S. Allsworth d.

total SF = 4098

Attachment: Filiberto (Liquor License - Filiberto's Mexican Food)



Requesting Department

Finance

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** SCOTT MCCARTY, FINANCE DIRECTOR AND PAUL GARDNER,  
UTILITIES DIRECTOR

**RE:** Discussion and possible approval of Resolution 1204-18  
adopting a Central Arizona Groundwater Replenishment District  
(CAGRDR) groundwater credit policy.

**DATE:** March 21, 2018

---

**Staff Recommendation:**

Staff recommends approval of Resolution No. 1204-18 creating a policy regarding the application of groundwater credits to those subdivisions that were enrolled into the CAGRDR between 1996 and 2003. The recommended policy would generally apply available credits over a 5 year period taking into account current groundwater credits available and current groundwater use rates by subdivision.

**Relevant Council Goal(s):**



**Effective Government**

**Proposed Motion:**

Motion to approve Resolution No. 1204-18. This resolution creates a policy establishing that for properties enrolled in CAGRDR between 1996 and 2003, that have available groundwater credits, shall have those credits applied to their subdivisions at 100% of the subdivision's aggregate use for the next five years. If the available credit balance will not cover 100% of the next 5 years of current groundwater use, the credit shall be set at an amount where all remaining credits will be equally applied and utilized over the next 5 year period.

**Discussion:**

This policy represents the culmination of several discussions the Town Council has had on the issue of CAGRDR credits. The Town staff introduced this topic at the January 17<sup>th</sup> Town Council meeting and it was last discussed at the Town Council Strategic Planning Session in February.

The Town of Queen Creek operates a water system that currently serves over 26,000 customers. The water service area extends outside of the Queen Creek Town limits and, as such, the system provides water services to both residents and non-residents alike.

As required under the Arizona Groundwater Management Act, all groundwater provided to developed properties after 1996 must be replenished. Generally all subdivisions greater than 5 parcels are subject to this requirement, as a result most commercial properties, unless included within a larger subdivision, are excluded from this requirement.

The Queen Creek Utility system manages the groundwater replenishment responsibility by requiring that all new subdivisions, greater than 5 lots, to be enrolled in the Central Arizona Groundwater Replenishment District (CAGRDR). Most of the obligation is automatic based on the year the land was developed. Any subdivision developed between 1996 and 2003, however, includes a groundwater credit that can be variably applied to each subdivision's aggregate annual groundwater use. The actual credit is applied on a parcel by parcel basis within each subdivision based upon actual water use for the preceding year.

The intent of previous discussions with the Town Council has been to review the best way to apply this credit by maximizing both financial relief to these specific water customers and bridging the time it will take Queen Creek to establish a long-term water resource program.

Staff is estimating that it will take at least 5 years to substantially complete and begin the implementation of Queen Creek's long-term water resource program. The main goal is to reduce the system's reliance on CAGRDR and build a local water portfolio of renewable water resources. Staff anticipates that this portfolio will include many diverse components rather than the reliance on a single solution - CAGRDR.

Queen Creek water system's aggregate CAGRDR responsibility (before the application of any credit) is \$7.2 million annually and rapidly growing as the replenishment cost per acre foot increases over time. The goal of Queen Creek's long-term water resource strategy would be to establish its own renewable water program at a lower total cost and at a cost that is more stable than the current CAGRDR annual amount.

For this fiscal year, the groundwater credit that was applied to each subdivision was the lessor of 100% or the amount of credit to bridge an anticipated **10 year transition period** in order for Queen Creek to establish its own renewable water resource program. Based upon further review and internal discussion, staff is now recommending that the goal of Queen Creek to establish its own renewable water resource program be changed to the lessor of 100% or the amount of the credit to bridge an anticipated **5 year transitional period**. Shortening this time period reduces the amount paid by the utility customers over the next five years - in effect applying the same total credit amount in larger annual amounts but over a shorter period of time.

This is an ambitious goal. However, this issue must be addressed sooner rather than later as it is one of the greatest single financial obligations of our water customers over the long-term. It is staff's intention to review the status of this policy goal each year and to recommend the application on the remaining credits available to these specific customers annually.

**Projected Calendar:**

|                                     |   |
|-------------------------------------|---|
| March 21, 2018 Town Council Meeting | Approval of Credit Policy                                       |
| March 31, 2018                      | CAGRDR Report Due   |
| April – June                        | CAGRDR / Town Reconcile Reported Usage and Finalize Assessments |
| August 2018                         | Maricopa County Certifies CAGRDR Assessments                    |

**Fiscal Impact:**

The Town's costs are not affected by this decision. This decision, however, effects the amounts paid by our utility customers living in subdivisions that were developed between 1996 and 2003.

Customers will generally fall into one of two categories: those customers that will see no change in their CAGRDR assessments and those that will see it decrease. Both of these scenarios are based upon the assumption of constant water use compared to this year. Any customer, regardless of the amount of credit that is applied may see an increase in their CAGRDR assessment if their individual water use increased this year.

Using an assumption of constant water consumption last year compared to this, the preliminary calculations for next year show that of the customers that will realize a decrease the average CAGRDR assessment will drop about 33% when compared to the current year.

**Subdivision Examples:**

| 1996-2003 SUBDIVISIONS | 2017 Credit % | 2018 Credit % |
|------------------------|---------------|---------------|
| Cortina                | 12%           | 21%           |
| <u>Montelena</u>       | 41%           | 64%           |
| Emperor Estates I - II | 22%           | 38%           |
| Villages at QC -IIA    | 29%           | 50%           |
| Cambria                | 100%          | 100%          |
| <u>CastleGate</u>      | 100%          | 100%          |

**Customer Examples:**

| Example #1: CORTINA - \$23 Annual Decrease |       |       |          |
|--|-------|-------|----------|
| 10,000 AVG MONTHLY USE $\frac{3}{4}$ Meter |       |       |          |
| 12% Credit 2017 VS 21% Credit 2018         |       |       |          |
| ANNUAL                                     | 2017  | 2018  | DECREASE |
| QC WATER BILL                              | \$411 | \$411 | \$0      |
| CAGR D ASSMT                               | \$228 | \$205 | (\$23)   |
| TOTAL COST                                 | \$639 | \$616 | (\$23)   |

**Alternatives:**

There are many alternatives that have been reviewed by staff and discussed with Council at previous meetings and the main alternative options include:

- A) Set the groundwater credit at the same rate as last year - 10 year application
- B) Set the groundwater credit at the same rate as subdivisions enrolled in CAGR D after 2003 - a fixed 33.33%

Option A would have little or no impact on customers compared to last year, however, it would not be consistent with the implementation of Queen Creek's long term water resource strategy goal of 5 years.

Option B could have an impact on customers in that their CAGR D assessments could significantly change - increase or decrease. This option, however, does not take into account Queen Creek's long term water strategy goal of 5 years, the amount of specific groundwater credits that each subdivision has available, nor each subdivision's current groundwater use rate.

The policy as recommended addresses all of the critical elements taking into account Queen Creek's long term water strategy 5 year goal, each subdivision's existing groundwater credits and current groundwater use rate.

**Attachment(s):**

Resolution 1204-18

CAGR D Presentation

**RESOLUTION 1204-18**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA ADOPTING A POLICY ON THE APPLICATION OF GROUNDWATER CREDITS TO SUBDIVISIONS ENROLLED IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT**

**WHEREAS**, the Arizona Groundwater Management Act (ACT) requires that all groundwater provided to developed properties after 1996 must be replenished;

**WHEREAS**, Town of Queen Creek operates a water system that currently serves over 26,000 customers;

**WHEREAS**, the Town of Queen Creek utilizes the Central Arizona Groundwater Replenishment District (CAGRDR) through member land designations to meet the groundwater replenishment obligation as required under the ACT;

**WHEREAS**, each subdivision when enrolled into CAGRDR is allotted a one-time groundwater allowance (CREDIT) to be used to offset groundwater replenishment obligations;

**WHEREAS**, each subdivision within the Queen Creek Water System service area has a unique combination of total number of lots, groundwater use and available groundwater CREDITS;

**WHEREAS**, any subdivision enrolled in CAGRDR between 1996 and 2003 can have the CREDIT applied as an offset to groundwater use, set at a variable rate anywhere from 0% to 100%;

**WHEREAS**, the Town of Queen Creek has established a 5 year goal to reduce its reliance on CAGRDR, for member land groundwater replenishment obligations, for groundwater provided by the Town of Queen Creek to its customers;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:**

A policy is established that for properties enrolled in CAGRDR between 1996 and 2003, that have available groundwater credits, shall have those credits applied to their subdivisions at 100% of the subdivision's aggregate use for the next five years. If the available credit balance will not cover 100% of the next 5 years of current groundwater use, the credit shall be set at an amount where all remaining credits will be equally applied and utilized over the next 5 year period.

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Queen Creek, Arizona this 21<sup>st</sup> day of March 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Gail Barney, Mayor

\_\_\_\_\_  
Jennifer F. Robinson, Town Clerk

REVIEWED BY:

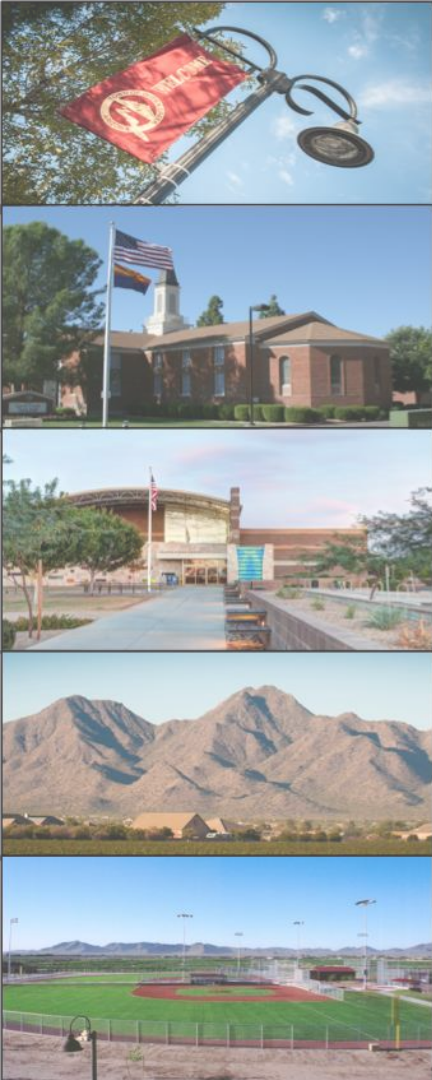
APPROVED AS TO FORM:

\_\_\_\_\_  
John Kross, Town Manager

\_\_\_\_\_  
Dickinson-Wright , PLLC  
Attorneys for the Town

Attachment: Resolution 1204-18 (CAGRD Credit Policy)





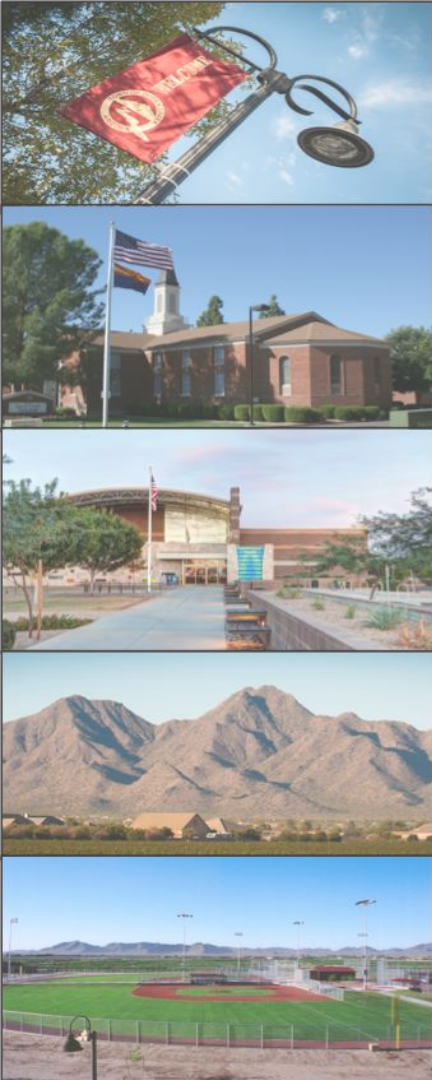
# Central Arizona Groundwater Replenishment District (CAGRD) – Staff Recommendation Strategy to Use \$35.2M Credit

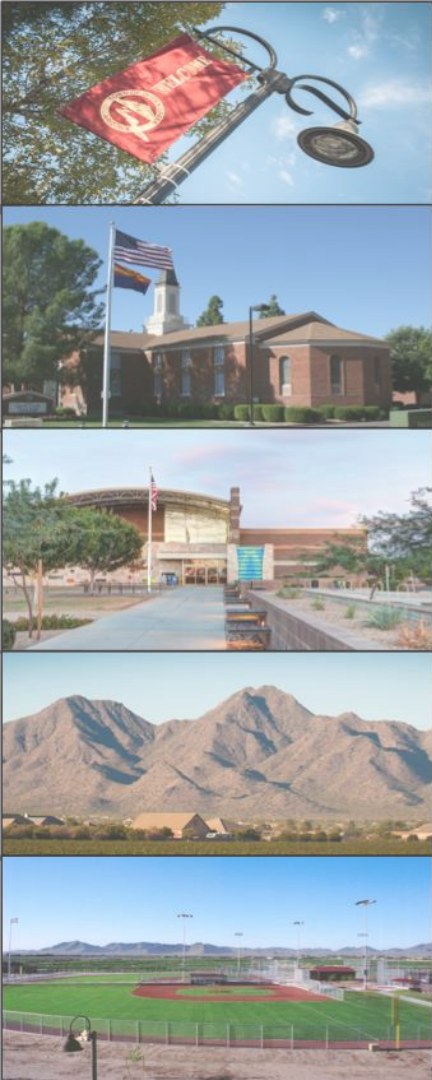
DRAFT PRESENTATION

Town Council Meeting - March 21, 2018

# Purpose of Presentation

1. Review of Previous Discussions
2. Discuss Staff Recommendation RE Use of \$35.2M CAGRD Credits
  - Objective
  - Examples
  - Calendar





# Review of Previous Discussion

# AZ Water Resource MGMT

- Beginning in 1996 All Developed Property in AZ Must Have a 100 Year Renewable Assured Water Supply
- Queen Creek Utilizes CAGR D\*
  - \* Because Both Water Systems Acquired by QC Did Not Include Significant Surface Water Allocations – QC's Only Current Option

# CAGRD Member Land Summary

| PARCEL TYPE  | PARCEL COUNT  | CREDIT AMOUNT* |
|--|---------------|----------------|
| CAGRD EXEMPT   | 4,726         |                |
| NO CREDIT REMAINING                                    | 602           |                |
| <b>CREDIT VARIABLE UP TO 100% (Council Determined)</b> | <b>12,820</b> | <b>\$35.2M</b> |
| CREDIT FIXED – CURRENT                                 | 14,291        | \$39.0M        |
| CREDIT FIXED – FUTURE**                                | 1,138         | ?              |
| <b>TOTAL</b>   | <b>33,577</b> | <b>\$74.2M</b> |

\* Calculated at \$704 per Acre Foot

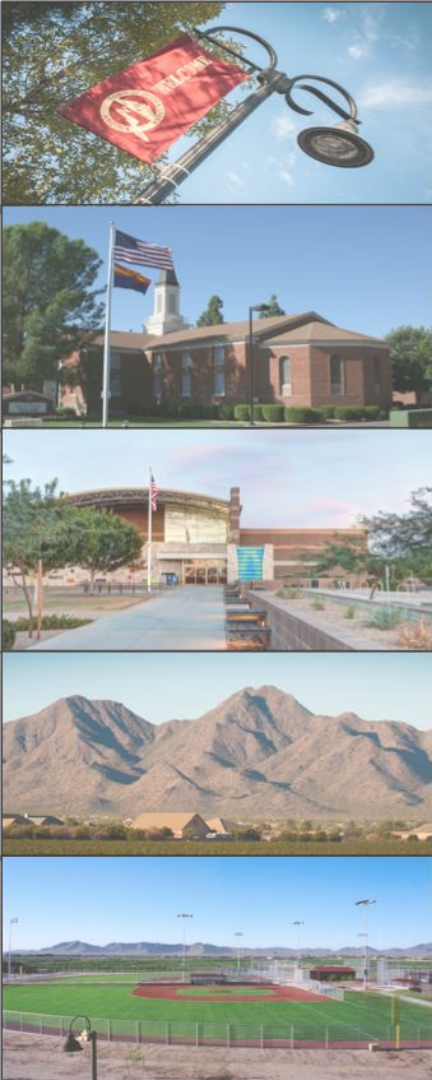
\*\* Large Lots – Presubdivision

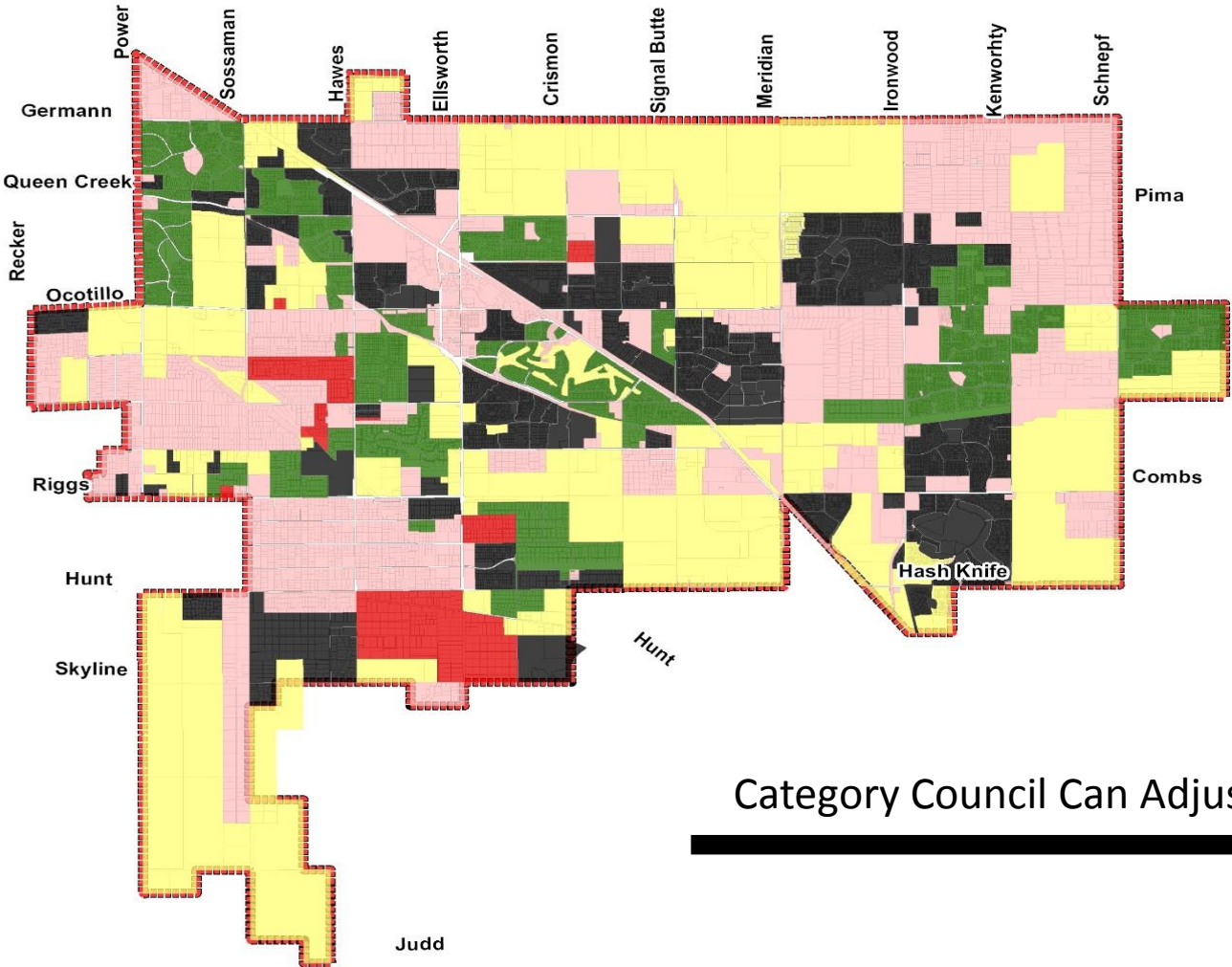
Attachment: CAGRD Presentation (CAGRD Credit Policy)



# Member Land GW Credit Value

- Differs By Subdivision Based On:
  - Enrollment Date
  - Historic GW Use
  - Historic Applied GW Credit





Category Council Can Adjust



- Legend**
- CAGRD Subdivisions**
- CAGRD Exempt
  - No Credit Remaining
  - Credit Variable up to 10
  - Credit Fixed 33.3%
  - CAGRD Future
  - Water



# 2017-18 CAGRD Financial Summary

- Total Annual Costs: \$7.2M
- How Were Total Costs Paid?
  - Parcel Bills: \$4.1M
  - Credits Used: \$3.1M (Fixed & Variable)
- Remaining Credits: \$74.2M
  - Fixed Credits: \$39.0M
  - Variable Credits (Town Council): \$35.2M

# Summary: FY 2017-18 Variable Credit Parcels

|              | Amount        |
|--------------|---------------|
| Credits Used | \$2.2M        |
| Billed       | <u>\$2.0M</u> |
| Total        | \$4.2M        |

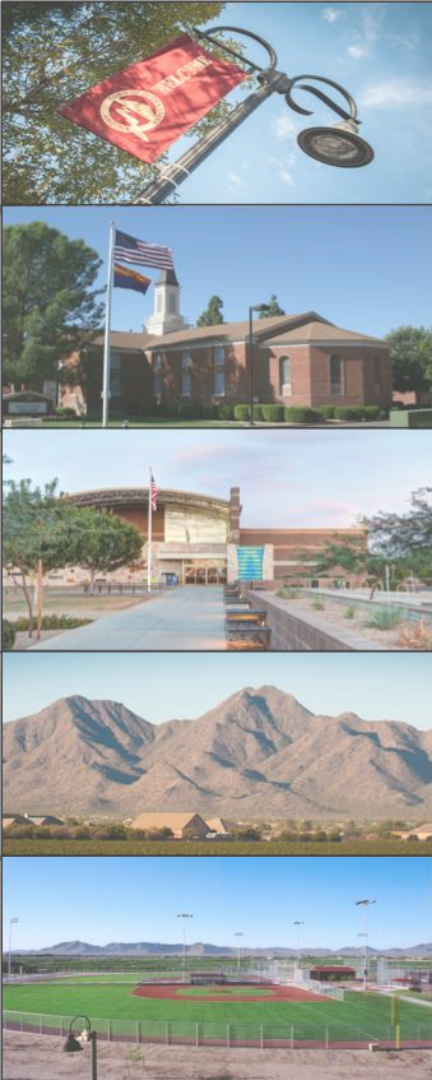
| NUMBER OF SUBDIVISIONS | % OF BILL PAID |
|------------------------|----------------|
| 20                     | 0%             |
| 10                     | 50% or less    |
| 15                     | 51% to 75%     |
| 7                      | 75% or more    |

# \$35.2M Variable Credits

## Inside vs. Outside Town Limits

| TOWN LIMITS | PARCELS      | CREDIT REMAINING AF | CREDIT VALUE*  |
|-------------|--------------|---------------------|----------------|
| INSIDE      | 7,826        | 25,860              | \$18.2M        |
| OUTSIDE     | <u>4,994</u> | <u>24,130</u>       | <u>\$17.0M</u> |
| TOTAL       | 12,820       | 49,990              | \$35.2M        |

\* Calculated at \$704 per Acre Foot



# Discuss Staff Recommendation

# Existing Practice

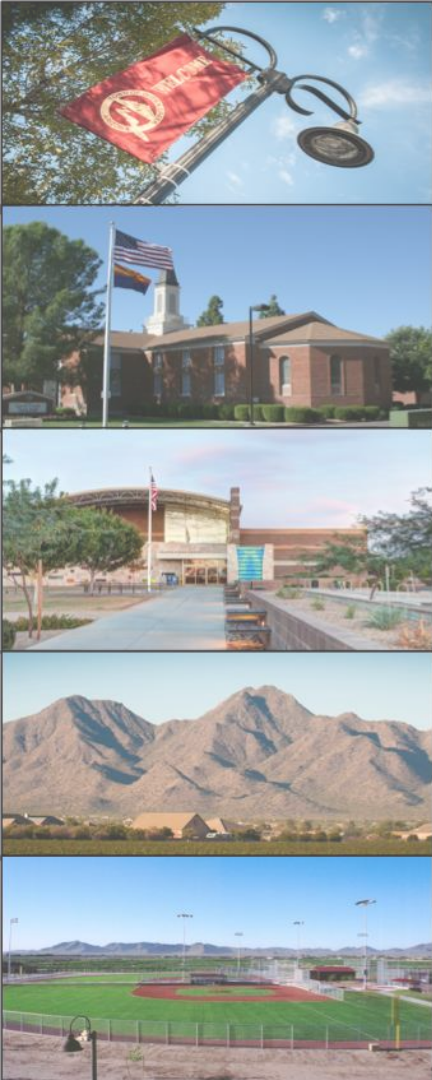
- 2017-18 Credit was Applied Based Upon a Strategy To Bridge **10-Year Gap**
  - Average Credit 57% (100%High/11%Low)



# Recommended Policy

- 2018-19 Credit Recommendation Based Upon a Strategy To Bridge **5-Year Gap**
  - Time Required for Queen Creek to Establish its own Renewable Water Resource Program
  - Average Credit 71% (100%High/20%Low)





# Recommended Policy

14.A.b

(concluded)

## Expected Financial Outcomes

- Most CAGR D Assessments Will Decrease
- Customer Assessment Will Go Up Only if Consumption Increased
  - Increase in Consumption Cost was Greater than Increase in Credit Benefit

Attachment: CAGR D Presentation (CAGR D Credit Policy)

Packet Pg. 230



# Comparison of Credits

|              | FY 17-18      | FY 18-19       |
|--------------|---------------|----------------|
| Credits Used | \$2.2M        | PENDING        |
| Billed       | <u>\$2.0M</u> | <u>PENDING</u> |
| Total        | \$4.2M        | PENDING        |

# Comparison of Credits

| FY 17-18<br>% OF BILL PAID | FY 17-18<br>NUMBER OF<br>SUBDIVISIONS | FY 18-19<br>NUMBER OF<br>SUBDIVISIONS |
|----------------------------|---------------------------------------|---------------------------------------|
| 0%                         | 20                                    | PENDING                               |
| 50% or less                | 10                                    | PENDING                               |
| 51% to 75%                 | 15                                    | PENDING                               |
| 75% or more                | 7                                     | PENDING                               |

# Example #1: \$23 Annual Decrease

- 10,000 AVG MONTHLY USE  $\frac{3}{4}$  Meter
- CORTINA SUBDIVISION
- 12% Credit 2017 VS 21% Credit 2018

| ANNUAL        | 2017  | 2018  | DECREASE |
|---------------|-------|-------|----------|
| QC WATER BILL | \$411 | \$411 | \$0      |
| CAGR D ASSMT  | \$228 | \$205 | (\$23)   |
| TOTAL COST    | \$639 | \$616 | (\$23)   |

## Example #2: \$441 Annual Decrease

- 50,000 AVG MONTHLY USE  $\frac{3}{4}$  Meter
- PECAN CREEK NORTH SUBDIVISION
- 45% Credit 2017 VS 79% Credit 2018

| ANNUAL        | 2017    | 2018    | DECREASE |
|---------------|---------|---------|----------|
| QC WATER BILL | \$1,761 | \$1,761 | \$0      |
| CAGRD ASSMT   | \$713   | \$272   | (\$441)  |
| TOTAL COST    | \$2,474 | \$2,033 | (\$441)  |

# Policy RE - Use of Credit

- For subdivisions enrolled in CAGRDR between 1996 and 2003, that have available groundwater credits, shall have those credits applied to their subdivisions at 100% of the subdivision's aggregate use for the next five years. If the available credit balance will not cover 100% of the next 5 years of current groundwater use, the credit shall be set at an amount where all remaining credits will be equally applied and utilized over the next 5 year period.

# Calendar

March 21  
Council Meeting

- Approval of FY 18-19 Credit Policy

March 31

- Town CAGRDR Report Due Declaring Use of Variable Credits

April – June

- CAGRDR / Town Reconcile Reported Usage and Finalize Assessments

August

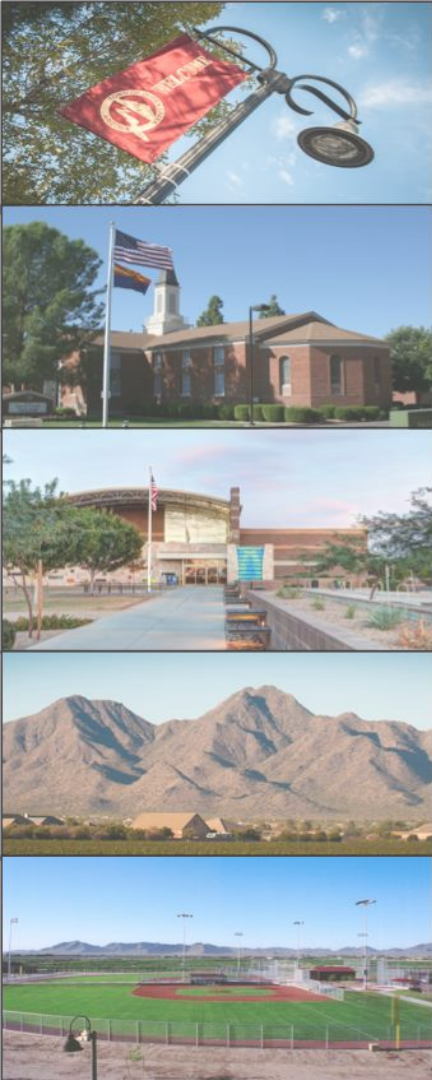
- CAGRDR Amounts Certified by Maricopa County

# Staff Recommendation

## Adopt Resolution No. 1204-18

- Creates a Policy to Use CARGD Credits Over the Next 5 Years
- Most CARGD Assessments Will Decrease





# Questions and Comments



Requesting Department

Town Clerk

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** SCOTT HOLCOMB, TOWN ATTORNEY

**FROM:** JENNIFER ROBINSON, TOWN CLERK

**RE:** Discussion and possible action on suspension of the rules under Section VII(I) of the Town Council Policies and Procedures to suspend the rules under Section VII(H) to allow a Motion for Reconsideration of the Town Council's tie vote on March 7, 2018 on the following item, which was pulled from the Consent Agenda for separate discussion and vote at the regularly scheduled Town Council meeting on March 7, 2018: Consideration and possible approval Resolutions 1190-18, 1191-18, 1192-18, 1193-18, 1194-18, 1195-18, 1196-18, 1197-18, 1198-18, 1199-18, 1200-18, 1201-18, 1202-18 and 1203-18 in support and sponsorship of grant applications for funding to support domestic violence homicide legal support services.

**DATE:** March 21, 2018

---

**Attachment(s):**

Council Policies &amp; Procedures 05-20-2015 (2)

Resolution 1190-18

Resolution 1191-18

Resolution 1192-18

Resolution 1193-18

Resolution 1194-18

Resolution 1195-18

Resolution 1196-18

Resolution 1197-18

Resolution 1198-18

Resolution 1199-18

Resolution 1200-18

Resolution 1201-18

Resolution 1202-18

Resolution 1203-18



TOWN OF  
**QUEEN CREEK**  
ARIZONA

# Town Council Policies and Procedures

15

Attachment: Council Policies & Procedures 05-20-2015 (2) (Suspending the Rules and reconsideration of resolutions)

# Table of Contents

- I. COUNCIL MEETINGS – Dates, Times, Locations..... 5
  - A. Regular Meetings ..... 5
  - B. Other locations..... 5
  - C. Location During Local Emergency ..... 5
  - D. Cancelled Meetings ..... 5
  - E. Special Meetings and Emergency Meetings..... 5
  - F. Executive Sessions..... 5
- II. NOTICES OF MEETINGS ..... 6
- III. QUORUM..... 6
- IV. DUTIES OF MAYOR ..... 6
  - A. Chair ..... 6
  - B. Absence of Mayor ..... 6
  - C. Absence of Mayor and Vice Mayor ..... 6
  - D. Attendance by the Public ..... 6
- V. MINUTES ..... 7
  - A. Summary Minutes ..... 7
  - B. Council Minute Approval..... 7
  - C. Recordings of Meetings..... 7
- VI. RULES OF CONDUCT ..... 7
  - A. Addressing Members of Public and Staff ..... 7
  - B. Council Deliberation and Order of Speakers ..... 7
- VII. MOTIONS..... 8
  - A. Procedure for Motion..... 8
  - B. Motion Amendments ..... 8
  - C. Motion of Direction..... 8
  - D. Ordinances ..... 8
  - E. Voting..... 8
  - F. Abstention..... 8
  - G. Tie Votes ..... 9

Attachment: Council Policies & Procedures 05-20-2015 (2) (Suspending the Rules and reconsideration of resolutions)



- H. Motions for Reconsideration..... 9
- I. Suspension of the Rules ..... 9
- VIII. OPEN MEETING LAW VIOLATIONS ..... 10
- IX. CONFLICT OF INTEREST ..... 10
- X. PUBLIC HEARINGS ..... 11
  - A. Continuance of Public Hearings..... 11
  - B. Public Discussion at Public Hearings..... 11
- XI. FINAL ACTION..... 12
- XII. DISCUSSION OR DIRECTION..... 12
  - A. Written Materials for Public Record..... 12
  - B. Addressing the Town Council ..... 12
- XIII. PUBLIC COMMENT ..... 13
- XIV. COUNCIL MEETING AGENDA ..... 13
  - A. Order of Agenda..... 13
  - B. Ceremonial Matters ..... 13
  - C. Committee Reports ..... 14
  - D. Public Comment ..... 14
  - E. Consent Agenda ..... 14
  - F. Items for Public Hearing, Final Action or Discussion ..... 14
  - G. Adjournment ..... 14
- XV. AGENDA SETTING PROCESS..... 14
- XVI. COMMITTEES ..... 14
  - A. Council Member Appointments and Assignments ..... 16
  - B. Council Member participation in community activities ..... 16
- XVII. CEREMONIAL REPRESENTATIVE ..... 16
- XVIII. ADMINISTRATIVE SUPPORT FOR COUNCIL..... 16
  - A. Mail ..... 16
  - B. Mail addressed to the Mayor ..... 17
  - C. Council Correspondence ..... 17
  - D. Clerical support ..... 17
  - E. Personal Correspondence ..... 17

Attachment: Council Policies & Procedures 05-20-2015 (2) (Suspending the Rules and reconsideration of resolutions)



F. Council notification of significant incidents..... 17

XIX. TOWN COUNCIL/STAFF RELATIONS ..... 17

XX. TOWN COUNCIL RELATIONS WITH OTHER COMMITTEES/GROUPS..... 18

Attachment: Council Policies & Procedures 05-20-2015 (2) (Suspending the Rules and reconsideration of resolutions)





## I. COUNCIL MEETINGS – Dates, Times, Locations

### A. Regular Meetings

Consistent with Town Code Chapter 2, Article 2-4, Section 2-4-1, the Council will hold one regular meeting each month on the first Wednesday at 5:30 p.m. at the Town Hall Council Chambers, 22350 S. Ellsworth Road, Queen Creek. A second meeting may be scheduled for the third Wednesday of the month at the same time and location.

### B. Other locations

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

### C. Location During Local Emergency

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

### D. Cancelled Meetings

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

### E. Special Meetings and Emergency Meetings

Special meetings and emergency meetings of the Town Council may be called and held from time to time consistent with Town Code Chapter 2, Article 2-4, Section 2-4-2 and the Arizona Revised State Statutes.

### F. Executive Sessions

Consistent with the Town Code Chapter 2, Article 2-4, Section 2-4-2 and the Arizona Revised State Statutes 38-431.02 & 38-431.03, upon a majority vote of the Town Council, the council may meet in a closed executive session. The subject of the executive session must be noticed on the agenda.



## II. NOTICES OF MEETINGS

At least 24 hours in advance of any Council Meeting an Agenda or Notice of Meeting will be posted in the following locations: Queen Creek Town Hall, Community Center Bulletin Board and the Queen Creek Library and on the Town's website.

## III. QUORUM

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

## IV. DUTIES OF MAYOR

### A. Chair

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

### B. Absence of Mayor

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

### C. Absence of Mayor and Vice Mayor

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

### D. Attendance by the Public

Consistent with Town Code Chapter 2, Article 2-4, Section 2-4-3, and except as specifically provided by Arizona Revised State Statutes 38-431.01 for executive sessions, all meetings of the Council shall be open to the public.



## V. MINUTES

### A. Summary Minutes

Minutes of Council meetings will be summary minutes, including a brief summary of discussion and motions made and the vote. The minutes will also include the names of public speakers. (ARS 38-431.01B)

### B. Council Minute Approval

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

### C. Recordings of Meetings

Work study and regular session meetings are video-taped. These videos remain on the town's website for a minimum of 3 months after the date of the meeting and/or in accordance to state statutes.

## VI. RULES OF CONDUCT

### A. Addressing Members of Public and Staff

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

### B. Council Deliberation and Order of Speakers

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

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



## VII. MOTIONS

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

### A. Procedure for Motion

The following is the general procedure for making motions:

1. Before a motion can be considered or debated it must be seconded.
2. Once the motion has been properly made and seconded, the Mayor shall open the motion for discussion to any Council Member.
3. Once the motion has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, except that Council Members may be allowed to explain their vote.

### B. Motion Amendments

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

### C. Motion of Direction

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

### D. Ordinances

Motions offering approval of ordinances are deemed to include waiver of full reading and title of the ordinance unless the Council, by a majority vote, requires reading in full. (Town Code Chapter 2-5-3).

### E. Voting

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

### F. Abstention

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



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

### **G. Tie Votes**

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

### **H. Motions for Reconsideration**

1. Motions for reconsideration of a matter may be made at the next regular or special meeting following the Council action.
2. For tie votes, in order to allow for reconsideration of the matter at a future Council meeting, two Council Members shall contact the Town Manager (one member who voted on each side of the issue).
3. A proposed motion for reconsideration at the next succeeding meeting must comply with all noticing requirements in the Arizona Revised Statutes.
4. Motions for reconsideration may only be made by a Council Member that voted with the majority of the Town Council on the action proposed to be reconsidered by the Council.

### **I. Suspension of the Rules**

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



## VIII. OPEN MEETING LAW VIOLATIONS

Meetings that at any one time involve only a portion of a legislative body, but eventually involve a quorum are in violation of the Arizona Revised Statutes. These meetings deprive the public the opportunity for meaningful contribution to the decision making process. These meetings happen when Member A contacts Member B, B contacts C, C contacts D and so on until a quorum of the Council is involved and shares the comments of other Council Members in an attempt to reach consensus or determine the direction on an item that may appear before the Council. An elected official has the right to confer with another elected official about public business, but if and when a "collective concurrence as to action to be taken" is reached, the Open Meeting Law and Arizona State Statutes are violated. Council Members are encouraged to consider this possibility when discussing a matter within the Town's jurisdiction with another elected official. If the Council Member needs any clarification on a possible violation, he/she should contact the Town Attorney.

## IX. CONFLICT OF INTEREST

Per A.R.S. §38-503(A) and (B):

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

Per A.R.S. §38-502(9):

1. "relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.
2. The Town Attorney should be contacted prior to any meeting where a potential conflict of interest may occur.



**X. PUBLIC HEARINGS**

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

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

**A. Continuance of Public Hearings**

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

**B. Public Discussion at Public Hearings**

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

1. Any person desiring to speak shall make his/her presence known to the Mayor by completing the Request to Speak card. The Mayor will call each person to speak in the order that the requests were received. No person may speak without first being recognized by the Mayor. All comments must be relevant to the issue being considered.
2. In order to avoid repetitious remarks from a large group, a designation of a spokesperson is encouraged. Additional time may be permitted for the spokesperson to address the Council.





3. Members of the Council may ask questions of the speakers or of each other, but only after being recognized by the Mayor. Discussion or comments with the speaker shall be limited to a question or questions, rather than ongoing dialogue.

## **XI. FINAL ACTION**

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

## **XII. DISCUSSION OR DIRECTION**

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

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

### **A. Written Materials for Public Record**

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

### **B. Addressing the Town Council**

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



**XIII. PUBLIC COMMENT**

In compliance with the Arizona State Statutes, the Council may not discuss, deliberate or vote on any matter raised during the Public Comment. The Council may, however, request that an item be put on a future agenda for discussion and consideration. A Council Member may respond to a remark of criticism directed to that Council Member.

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

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

**XIV. COUNCIL MEETING AGENDA**

**A. Order of Agenda**

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

- Call to Order
- Roll Call
- Motion to adjourn to Executive Session
- Consent Agenda
- Items for Discussion
- RECESS
- Pledge of Allegiance & Invocation
- Ceremonial Matters
- Public Comment
- Committee Reports
- Carryover Consent Agenda Items
- Public Hearings Consent Agenda
- Public Hearings
- Final Action
- Discussion Items
- Motion to adjourn to Executive Session (if necessary)
- Adjournment

Attachment: Council Policies & Procedures 05-20-2015 (2) (Suspending the Rules and reconsideration of resolutions)



**B. Ceremonial Matters**

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

Attachment: Council Policies & Procedures 05-20-2015 (2) (Suspending the Rules and reconsideration of resolutions)





### C. Committee Reports

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

### D. Public Comment

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

### E. Consent Agenda and Public Hearing Consent Agenda

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

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

### F. Items for Public Hearing, Final Action or Discussion

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

### G. Adjournment

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

## XV. AGENDA SETTING PROCESS

1. The Mayor or two Council Members may through the Town Manager request specific items/issues placed on the agenda for discussion/action.
2. On the Tuesday prior to the week of the Council Meeting, an agenda setting meeting is held for the purpose of placing items on the agenda. The Town Manager, Department Heads and Town Clerk attend this meeting. If possible, the Mayor may participate via the telephone or in person. The Town Attorney attends this meeting and reviews the agenda prior to printing.

## XVI. COMMITTEES

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



Town Committees shall have the following powers and duties:

1. At the start of each new fiscal year, every Town Committee shall receive annual approval of its 12-month work program by the Town Council.
2. Keep and submit meeting summaries or minutes to the Council for information following an official meeting of the committee;
3. Advise the Council on matters pertaining to the designated committees and work program approved by the Town Council.
4. Advise the Council on the status of its annual work program and achievement of various initiatives set forth by the Council for implementation.
5. Advise the Council on matters of public policy affecting the community at-large as it relates to the function and mission of the designated committee and its work program.
6. Advise the Town Manager on issues pertaining to operations and administration of the town organization
7. Committee members may not serve as voting members on more than one internal or external committee at a time. For example: A citizen may not serve as a Town council appointed member of a Town created internal committee and a Town Council appointed member/representative on a non-Town created external committee at the same time. The term External Committees “refers” to such groups as the East Valley Partnership Coalition and the Greater Phoenix Economic Council. Committee members serving on multiple committees at the time this amendment to the bylaws is adopted may continue to serve on those committees until their earliest term expiration date. At that time, the member must choose one internal or external committee on which to serve and resign as a voting member from all other committees.
8. Member of internal or external committees may from time to time be appointed by the Town Council to serve on a Task Force based on their knowledge of the Task Force’s specific objective.
9. Representation of recommendations of the committee/expression of personal opinions; communicating personal opinion in conjunction with majority position of a committee, commission or board.



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

### **A. Council Member Appointments and Assignments**

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

### **B. Council Member participation in community activities**

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

## **XVII. CEREMONIAL REPRESENTATIVE**

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

## **XVIII. ADMINISTRATIVE SUPPORT FOR COUNCIL**

### **A. Mail**

All mail addressed to Council Members, whether business related or personal, is delivered to the Executive Administrative Assistant in the Town Managers Office and distributed to their mailbox.





**B. Mail addressed to the Mayor**

All mail addressed to the Mayor, whether business related or personal, is delivered to the Executive Administrative Assistant in the Town Managers Office. All mail addressed to the Mayor will distributed to the Mayor's mailbox.

**C. Council Correspondence**

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

**D. Clerical support**

The Town Manager's office will coordinate any support requested by a Council Member, including typing of correspondence or mailings. All correspondence prepared for Council Members will be on Town letterhead and will reflect the position of the majority of the Council, and will be copied to the full Council.

**E. Personal Correspondence**

Reflecting personal positions will be prepared on personal stationary and sent at the Council Members personal expense.

**F. Council notification of significant incidents**

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

**XIX. TOWN COUNCIL/STAFF RELATIONS**

1. There shall be mutual respect from both Staff and Council Members of their respective roles and responsibilities.
2. The Council acknowledges and supports the Council/Manager form of government. Town Staff shall acknowledge the Council's role as policy makers and the Town Council shall acknowledge the Town Manager's role as responsible for administering the Council's policies.
3. If a Council Member requests staff research on any issue requiring over 8 hours of staff work without first seeking approval of the entire council at a public meeting, then the Council Member shall be notified by the Town Manager.



4. No Council Member shall request a written legal opinion from the Town Attorney without first seeking direction from the council at a public meeting, which may include an executive session except requests for conflict of interest.
5. Information requested by a Council Member generally will be shared with the entire Council.

## **XX. TOWN COUNCIL RELATIONS WITH OTHER COMMITTEES/GROUPS**

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



**Revision History**

|                           |                          |  |
|---------------------------|--------------------------|--|
| <b>Resolution 270-02</b>  | <b>January 16, 2002</b>  | <b>Adoption</b>  |
| <b>Resolution 860-10</b>  | <b>November 3, 2010</b>  | <b>Tie Votes</b>   |
| <b>Resolution 734-08</b>  | <b>May 7, 2008</b>       | <b>Public Comment<br/>Committee Appointments</b>             |
| <b>Resolution 816-09</b>  | <b>December 16, 2009</b> |  |
| <b>Resolution 921-12</b>  | <b>November 21, 2012</b> | <b>Council mail, notification<br/>Committee appointments</b> |
| <b>Resolution 938-13</b>  | <b>April 17, 2013</b>    | <b>Committee appointments</b>                                |
| <b>Resolution 971-13</b>  | <b>December 4, 2013</b>  | <b>Committee appointments</b>                                |
| <b>Resolution 1052-15</b> | <b>May 20, 2015</b>      | <b>Meeting start time;<br/>agenda format</b>                 |

Attachment: Council Policies & Procedures 05-20-2015 (2) (Suspending the Rules and reconsideration of resolutions)



**RESOLUTION 1190-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE GILA RIVER INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Gila River Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1190-18 (Suspending the Rules and reconsideration of resolutions)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Gila River Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Gila River Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1190-18 (Suspending the Rules and reconsideration of resolutions)

## RESOLUTION 1191-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE AK-CHIN INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Ak-Chin Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Ak-Chin Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Ak-Chin Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1191-18 (Suspending the Rules and reconsideration of resolutions)



**RESOLUTION 1192-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE COCOPAH INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Cocopah Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1192-18 (Suspending the Rules and reconsideration of resolutions)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Cocopah Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Cocopah Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1192-18 (Suspending the Rules and reconsideration of resolutions)

**RESOLUTION 1193-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE FORT MCDOWELL INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Fort McDowell Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1193-18 (Suspending the Rules and reconsideration of resolutions)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Fort McDowell Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Fort McDowell Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1193-18 (Suspending the Rules and reconsideration of resolutions)

## RESOLUTION 1194-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE NAVAJO INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Navajo Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Navajo Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Navajo Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1194-18 (Suspending the Rules and reconsideration of resolutions)

**RESOLUTION 1195-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE PASCUA YAQUI INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Pascua Yaqui Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1195-18 (Suspending the Rules and reconsideration of resolutions)



WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Pascua Yaqui Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Pascua Yaqui Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1195-18 (Suspending the Rules and reconsideration of resolutions)

**RESOLUTION 1196-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE QUECHAN INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Quechan Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1196-18 (Suspending the Rules and reconsideration of resolutions)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Quechan Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Quechan Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1196-18 (Suspending the Rules and reconsideration of resolutions)

## RESOLUTION 1197-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Salt River Pima-Maricopa Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Salt River Pima-Maricopa Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Salt River Pima-Maricopa Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1197-18 (Suspending the Rules and reconsideration of resolutions)

## RESOLUTION 1198-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE SAN CARLOS APACHE INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the San Carlos Apache Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the San Carlos Apache Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the San Carlos Apache Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1198-18 (Suspending the Rules and reconsideration of resolutions)



## RESOLUTION 1199-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE TOHONO O'ODHAM INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Tohono O'Odham Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Tohono O’Odham Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Tohono O’Odham Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1199-18 (Suspending the Rules and reconsideration of resolutions)

## RESOLUTION 1200-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE TONTO APACHE INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Tonto Apache Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Tonto Apache Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Tonto Apache Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1200-18 (Suspending the Rules and reconsideration of resolutions)



**RESOLUTION 1201-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO WHITE MOUNTAIN APACHE INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the White Mountain Apache Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1201-18 (Suspending the Rules and reconsideration of resolutions)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the White Mountain Apache Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the White Mountain Apache Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1201-18 (Suspending the Rules and reconsideration of resolutions)



**RESOLUTION 1202-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE YAVAPAI-APACHE INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Yavapai-Apache Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1202-18 (Suspending the Rules and reconsideration of resolutions)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Yavapai-Apache Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Yavapai-Apache Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1202-18 (Suspending the Rules and reconsideration of resolutions)

**RESOLUTION 1203-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE YAVAPAI-PRESCOTT INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Yavapai-Prescott Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1203-18 (Suspending the Rules and reconsideration of resolutions)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Yavapai-Prescott Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Yavapai-Prescott Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1203-18 (Suspending the Rules and reconsideration of resolutions)





Requesting Department

Town Clerk

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** SCOTT HOLCOMB, TOWN ATTORNEY

**FROM:** JENNIFER ROBINSON, TOWN CLERK

**RE:** Discussion and possible action (1) if a majority of the Council Members present vote to suspend the rules, or (2) if one member who voted on each side of the issue on March 7, 2018 have requested such consideration, then Discussion and possible approval of Resolutions 1190-18, 1191-18, 1192-18, 1193-18, 1194-18, 1195-18, 1196-18, 1197-18, 1198-18, 1199-18, 1200-18, 1201-18, 1202-18 and 1203-18 in support and sponsorship of grant applications for funding to support domestic violence homicide legal support services.

**DATE:** March 21, 2018

---

**Attachment(s):**

Resolution 1190-18

Resolution 1191-18

Resolution 1192-18

Resolution 1193-18

Resolution 1194-18

Resolution 1195-18

Resolution 1196-18

Resolution 1197-18

Resolution 1198-18

Resolution 1199-18

Resolution 1200-18

Resolution 1201-18

Resolution 1202-18

Resolution 1203-18



**RESOLUTION 1190-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE GILA RIVER INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Gila River Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1190-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Gila River Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Gila River Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1190-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

**RESOLUTION 1191-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE AK-CHIN INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Ak-Chin Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1191-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Ak-Chin Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Ak-Chin Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1191-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

**RESOLUTION 1192-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE COCOPAH INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Cocopah Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1192-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Cocopah Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Cocopah Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1192-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

**RESOLUTION 1193-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE FORT MCDOWELL INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Fort McDowell Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1193-18 (Reconsideration of Resolutions 1190-18 through 1203-18)



WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Fort McDowell Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Fort McDowell Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1193-18 (Reconsideration of Resolutions 1190-18 through 1203-18)



**RESOLUTION 1194-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE NAVAJO INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Navajo Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1194-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Navajo Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Navajo Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1194-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

## RESOLUTION 1195-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE PASCUA YAQUI INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Pascua Yaqui Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Pascua Yaqui Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Pascua Yaqui Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1195-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

**RESOLUTION 1196-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE QUECHAN INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Quechan Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1196-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Quechan Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Quechan Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1196-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

**RESOLUTION 1197-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Salt River Pima-Maricopa Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1197-18 (Reconsideration of Resolutions 1190-18 through 1203-18)



WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Salt River Pima-Maricopa Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Salt River Pima-Maricopa Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1197-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

## RESOLUTION 1198-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE SAN CARLOS APACHE INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the San Carlos Apache Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the San Carlos Apache Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the San Carlos Apache Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1198-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

## RESOLUTION 1199-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE TOHONO O'ODHAM INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Tohono O'Odham Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Tohono O’Odham Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Tohono O’Odham Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1199-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

**RESOLUTION 1200-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE TONTO APACHE INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Tonto Apache Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1200-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Tonto Apache Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Tonto Apache Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1200-18 (Reconsideration of Resolutions 1190-18 through 1203-18)





## RESOLUTION 1201-18

### A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO WHITE MOUNTAIN APACHE INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the White Mountain Apache Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the White Mountain Apache Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the White Mountain Apache Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1201-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

**RESOLUTION 1202-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE YAVAPAI-APACHE INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim’s rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General’s Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Yavapai-Apache Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit’s behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1202-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Yavapai-Apache Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Yavapai-Apache Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1202-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

**RESOLUTION 1203-18**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA IN SUPPORT AND SPONSORSHIP OF THE GRANT APPLICATION TO THE YAVAPAI-PRESCOTT INDIAN COMMUNITY FOR FUNDING TO SUPPORT DOMESTIC VIOLENCE HOMICIDE LEGAL SUPPORT SERVICES.**

WHEREAS, domestic violence is a public problem affecting more than 32 million Americans, and is a matter of grave public concern negatively impacting public safety, health, commerce, and education; and

WHEREAS, the most far reaching and devastating incidents result in domestic violence murder; and Arizona averages more than 100 domestic violence murders every year, which devastates communities, displaces children, impacts public safety, health, and commerce; and

WHEREAS, the Town of Queen Creek is a community that values the delivery of services which benefit its residents and all Arizonans related to general public well-being, safety, health, commerce and education; and

WHEREAS, the Never Again Foundation is an Arizona nonprofit 501(c)(3) public charity that for two decades has provided critically needed services for victims of domestic violence homicide, including constitutionally protected crime victim's rights representation, ensuring killers are not permitted to profit from murder, providing victims with economic restabilization and emotional healing; and has been recognized for its outstanding leadership and public benefit by the Arizona Bar Foundation, and the Arizona Attorney General's Office; and who provides these critical nonprofit services to domestic violence homicide victims in every county throughout the state of Arizona; and

WHEREAS, the Yavapai-Prescott Indian Community provides an opportunity for grant proposal submissions for community projects, pursuant to A.R.S. §5-601.02(H) (Proposition 202) and Section 12d of the Tribal-State Gaming Compact; and

WHEREAS, Proposition 202 funds are payable only to cities and towns in Arizona; and

WHEREAS, non-profit organizations may be a sub-recipient of the funds if the local city or town where the non-profit will operate a program agrees to support the grant application; and

WHEREAS, such proof shall be in the form of a resolution, duly adopted by an eligible government showing that the eligible government will act as a fiscal agent and accept funding on the non-profit's behalf; and

WHEREAS, the Never Again Foundation is an eligible non-profit foundation whose headquarters are located within the Town of Queen Creek; and

Attachment: Resolution 1203-18 (Reconsideration of Resolutions 1190-18 through 1203-18)

WHEREAS, the Town’s responsibilities in acting as a fiscal agent for the purposes of the grant is limited to accepting the grant funding from the tribe on behalf of the grantee, if approved, and passing the funding on to the grantee; and

WHEREAS, the Town of Queen Creek values nonprofit provision of public services benefiting public safety, health, commerce, and education; and

WHEREAS, the Never Again Foundation’s proposed grant to provide nonprofit domestic violence homicide legal support services would further the Town of Queen Creek’s vision to benefit public safety, health, commerce, and education; and

WHEREAS, there is no direct fiscal impact to the Town of Queen Creek for supporting the grant applications;

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

Section 1. The Town of Queen Creek will act as the fiscal agent and accept funding on the non-profits’ behalf for the Never Again Foundation’s Domestic Violence Homicide Program’s grant application to the Yavapai-Prescott Indian Community, if approved. The Town of Queen Creek has no other obligation to the Never Again Foundation Domestic Violence Homicide Program or the Yavapai-Prescott Indian Community regarding the operation of the grant-funded program.

Section 2. The Town of Queen Creek hereby authorizes the Town Manager to act as its agent in conducting all negotiations, executing and submitting all documents and performing any other such duties as may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Mayor and Council of the Town of Queen Creek, Arizona this 7<sup>th</sup> day of March, 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  
Attorneys for the Town

Attachment: Resolution 1203-18 (Reconsideration of Resolutions 1190-18 through 1203-18)



