



AMENDED AGENDA

Regular and Possible Executive Session Queen Creek Town Council

Community Chambers, 20727 E. Civic Parkway

March 20, 2019

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 at any time during the Council Meeting to go into Executive Session, which will not be open to the public, for legal advice and discussion with the Town Attorney(s) for legal advice on any item listed on the following agenda, pursuant to ARS 38-431-03(A)(3).

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 representatives regarding the Arizona Corporation Commission actions related to Johnson Utilities. A.R.S. 38-431.03(A)(3) & (4)
 - B. Discussion and consultation with the Town's attorney and with the Town's representatives regarding annexations and providing utility services. A.R.S. 38-431.03(A)(3) & (4)
 - C. Discussion and consultation with the Town's attorney for legal advice and with the Town attorney and representatives to consider the Town's position and instruct its attorneys regarding the pending lawsuit(s): Johnson Utilities vs. Town of Queen Creek. A.R.S. 38-431.03(A)(3) & (4)
 - D. Discussion and consultation with the Town's attorneys for legal advice and with the Town's attorneys and representatives to consider the Town's position and to instruct the Town's attorneys and representatives regarding contracts and agreements related to the Town's acquisition of water rights. A.R.S. 38-431.03(A)(3) & (4)
 - E. Discussion and consultation with the Town's attorneys for legal advice and with the Town's attorneys and representatives to consider the Town's position and to instruct the Town's attorneys and representatives regarding contracts with Union Pacific Railroad. A.R.S. 38-431.03(A)(3) & (4)

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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.

- A. Consideration and possible approval of Expenditures over \$25,000. (FY19 budgeted items)
 - 1. Empire Southwest - heavy equipment rental: \$25,000 (Utilities)
 - 2. Courtesy Chevrolet - light duty pick-up: \$29,000 (Comm/Marketing/Rec)
 - 3. Corporate Interior Systems, Inc. - Utilities Field Operations office furniture: \$80,000 (Utilities)
- B. Consideration and possible approval of the February 6, 2019 and February 20, 2019 Regular Session Minutes.
- C. Consideration and possible approval of an updated Development Agreement with Ellsworth & Queen Creek, LLC for improvements to Ellsworth and Queen Creek Roads Improvements - Phase 2 Capital Improvement Project (CIP Project I0010).
- D. Consideration and possible approval of the reappointment of Thomas Schuett to the Board of Adjustment.
- E. Consideration and possible approval of the appointment of Jesse Roth to the Transportation Advisory Committee.
- F. Consideration and possible approval of Resolution 1256-19 repealing Resolution 1204-18 and adopting a revised policy on the application of groundwater credits to subdivisions enrolled in the Central Arizona Groundwater Replenishment District.

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.

- A. Discussion on railroad quiet zones.
- B. Update on Maricopa Association of Governments (MAG) Transportation Survey.
- C. Discussion on the Ironwood Safety Audit.
- D. Discussion and follow up regarding wastewater rate reduction, including winter average effective date.

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

None.

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.

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10. Committee Reports:

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

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

None.

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:

None.

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.

None.

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 an on call Project Order #6 with T.Y. Lin International in an amount not to exceed \$912,882 for the engineering design to improve portions of Meridian Road from Combs Road to Germann Road (CIP Project A1505). (This is a FY2019 budgeted Item)

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.

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 A.R.S. 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 19th day of March 2019 the Amended Agenda for the March 20, 2019 Regular and Possible Executive Session of the Queen Creek

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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. (FY19 budgeted items)
DATE: March 20, 2019

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. Heavy Equipment Rental
2. Light Duty Truck
3. Office Furniture

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditures is \$134,000. Funds have been identified within the line item budgets as approved in the FY 2019 budget or subsequently approved by Council.

Attachment(s):

March 20, 2019 Expenditures Attachment

**Attachment: Expenditures \$25,000 and Over
Budgeted in Fiscal Year 2018-19
March 20, 2019**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	Empire Southwest	Heavy Equipment Rental	Contract spending authority for as needed services for heavy equipment rental for various utility construction projects and repairs as needed.	Utilities	\$25,000	State of Arizona Contract #ADSP019-213364	Council could choose not to approve the expenditure request. However, this would result in the department having to go out for bid for the services and further delay completion of utility projects and repairs.
2	Courtesy Chevrolet	Light Duty Pick up truck	Contract spending authority to purchase a light duty pick up truck to be used by Recreation Services	Communications Marketing & Recreation	\$29,000	State of Arizona Contract #ADSP017-166120	Council could choose not to approve the expenditure. The impact would have an adverse effect on the Parks and Recreation mobile positions, and monitoring park amenities.
3	Corporate Interior Systems, Inc.	Utilities Field Operations Facility Office Furniture	Contract spending authority to purchase office furniture for the Utilities Field Operations Facility.	Utilities	\$80,000	State of Arizona Contract #ADSP018-211720	Council could choose not to approve the expenditure request. However this would result in the department having to go out for bid for the product and delay completion of building and staff move in date.

Attachment: March 20, 2019 Expenditures Attachment (Expenditures Over \$25,000 - March 20, 2019)



Requesting Department

Town Clerk

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: JENNIFER ROBINSON, TOWN CLERK JENNIFER ROBINSON
RE: Consideration and possible approval of the February 6, 2019
and February 20, 2019 Regular Session Minutes.
DATE: March 20, 2019

Staff Recommendation:

Approve draft minutes as presented.

Proposed Motion:

To approve the draft minutes as presented.

Alternatives:

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

Attachment(s):

Regular Session Minutes 02-06-19

Regular Session Minutes 02-20-19



Minutes
Regular Session
Queen Creek Town Council
Community Chambers, 20727 E. Civic Parkway
February 6, 2019
5:30 PM

1. Call to Order:

The meeting was called to order at 5:30PM.

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

Table with 3 columns: Name, Title, Status. Rows include Jeff Brown, Jake Hoffman, Dawn Oliphant, Emilena Turley, Julia Wheatley, Robin Benning, and Gail Barney.

3. Pledge of Allegiance:

Led by Vice Mayor Benning.

4. Invocation/Moment of Silence:

A moment of silence was held in honor of women and men in uniform, including Queen Creek Fire & Medical and MCSO.

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

Table with 2 columns: Label and Content. Labels include MOTION, RESULT, MOVER, SECONDER, AYES, and ABSENT.

- A. Discussion and consultation with the Town's attorneys for legal advice and with the Town's attorneys and representatives to consider the Town's position and to instruct the Town's attorneys and representatives regarding contracts and agreements related to the Town's acquisition of water rights. A.R.S. 38-431.03(A)(3) & (4)

Attachment: Regular Session Minutes 02-06-19 (Council Minutes: 02/06/19 and 02/20/19)

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- B. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives regarding the Arizona Corporation Commission actions related to Johnson Utilities. 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 attorney and representatives to consider the Town's position and instruct its attorneys regarding the pending lawsuit(s): Johnson Utilities vs. Town of Queen Creek. A.R.S. 38-431.03(A)(3) & (4)
 - D. 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)
 - E. Discussion and consultation with the Town's representatives to consider the Town's position and instruct its representatives regarding acquisition of real property related to the southeast park. A.R.S. 38-431.03(A)(7)
 - F. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorney and Town's representatives to consider the Town's position and instruct its representatives regarding the Town-owned property at the SWC of Ellsworth & Rittenhouse Roads. A.R.S. 38-431.03(A)(3) & (4)
 - G. Discussion and consultation with the Town's attorneys for legal advice relating to development impact fees and utility fees. A.R.S. 38-431.03(A)(3)
 - H. 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 possible intergovernmental agreement with the City of Mesa for Ellsworth Road, Signal Butte Road and Meridian Road. A.R.S. 38-431.03(A)(3) & (4)
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).

Council requested Consent Agenda Items E & J removed for separate votes.

MOTION:	To approve the Consent Agenda except E & J:
RESULT:	Approved unanimously
MOVER:	Vice Mayor Benning
SECONDER:	Council Member Wheatley
AYES:	Barney, Wheatley, Benning, Brown, Oliphant, Turley, Hoffman

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Item E: Council discussed an amendment to the contract that the study on the Encanterra site not be completed until there is an agreement between the Town and Shea Homes.

MOTION: To approve the Consent Agenda E with the added stipulation that the study on the Encanterra site not be completed until there is an agreement between the Town and Shea Homes:
RESULT: Approved unanimously
MOVER: Council Member Hoffman
SECONDER: Council Member Brown
AYES: Barney, Wheatley, Benning, Brown, Oliphant, Turley, Hoffman

MOTION: To approve the Consent Agenda J:
RESULT: Approved 5-2
MOVER: Council Member Brown
SECONDER: Vice Mayor Benning
AYES: Barney, Wheatley, Benning, Brown, Oliphant
NAYES: Hoffman, Turley

- A. Consideration and possible approval of the December 17, 2018 and January 16, 2019 Regular Session Minutes.
- B. Consideration and possible approval of Expenditures over \$25,000. (FY19 budgeted items)
 - 1. PBC Phoenix, Inc. - custodial services: \$140,000 (Public Works)
 - 2. Courtesy Chevrolet - three (3) light duty trucks: \$105,000 (Public Works)
- C. Consideration and possible approval of the "Final Plat" of The Shops at Terravella, a request by Ellsworth Road and Queen Creek Road LLC & ALDI (Arizona) LLC.
- D. Consideration and possible approval of the "Final Plat" of Malone Place Parke Parcel I, a request by JB Holdings Inc.

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- E. Consideration and possible approval of a Professional Services Contract with Clear Creek Associates in an amount not to exceed \$233,937 for the completion of a Recharge Capacity Assessment and Underground Storage Facility, Water Storage and Aquifer Protection Permitting at or near the Frisbee Park and Encanterra sites. (FY 19 budgeted item)
- F. Consideration and possible approval of the Purchase Agreement with SD Crane (State Cooperative Contract #ADSP017-174291) with a contract amount not to exceed \$95,180 plus an additional \$9,518 for owner's contingency for the construction of remaining tenant improvements to the Utilities Field Operations Facility for a total not to exceed \$104,698. (FY 19 Budgeted Item)
- G. Consideration and possible approval through the National Cooperative Purchasing Alliance with CompuNet for cloud collaboration and storage services, and integrated media solutions to include audio/visual equipment, installation, support, and services and for an initial purchase not to exceed \$32,994 plus an additional \$3,500 for contingency for a refresh of audio/visual equipment for the Arroyo conference/training room.
- H. Consideration and possible approval of the amendment to the Intergovernmental Agreement between Queen Creek County Island Fire District and the Town of Queen Creek for the provision of providing fire protection services
- I. Consideration and possible approval of a Cooperative Purchase Agreement with Makinen Professional Services (MakPro Services, LLC) for public information and public outreach services in the Town's Transportation Capital Improvements Program, in amount not to exceed \$100,000. (FY18/19 budgeted)
- J. Consideration and possible approval of an on-call project order with Dibble Engineering in the amount of \$394,565 for the Town Center Infrastructure Design Engineering Services.
- K. Consideration and possible approval of Resolution 1251-19 of the Mayor and Common Council of the Town of Queen Creek, Arizona, declaring a public need and necessity and a public purpose; authorizing and directing the Town Manager, Town Attorney and Town Clerk to take any and all action necessary; and to sign any and all documents, and to pay any and all costs or fees in order to acquire interest in real property located at the northeast corner and the northwest corner of Crismon Road and Germann Road, also known as Maricopa County Assessor's Numbers 304-63-006 L&N from owners Williams Gateway Land Investors LP and Gateway Farms LP , et al; and 304-62-002 A&B from owner Harris Cattle Co. for intersection improvements as necessary to the Crismon Road – Queen Creek Road to Germann Road Project (A0702).
- L. Consideration and possible action to re-appoint Mayor Barney to the East Valley Partnership Economic Development/Aviation and Aerospace Committee and Council Member Brown to the Transportation Committee.

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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.

Mayor Barney declared a conflict of interest and turned the meeting over to Vice Mayor Benning.

- A. Discussion regarding outstanding policy issues necessary to complete the update to the Town's impact and capacity fees and water and wastewater rates.

Finance Director Scott McCarty discussed the following policy issues: 1) paying costs of treating effluent water with Wastewater Fund; 2) purchase of recharged water with the Water Fund; 3) combining the Wastewater and Water Funds into one fund; 4) establishing an operating/repair/replacement reserve.

Council asked whether the reserve fund would be restricted or used for other purposes and discussed a Council approval requirement if used for other purposes. Town Manager Kross added that the Council approved Financial Policy addresses this and will be discussed further at the upcoming Strategic Planning Session. Additional comments were in regard to safeguarding any reserve fund.

Mayor Barney returned to the dais.

- B. Discussion and presentation on 2018 annual law enforcement update.

MCSO Capt. Lugo reported on policing activity, traffic and the Uniform Crime Report estimates. Data included calls for service; top 10 types of calls for service; on-view activity and arrests and top three charges for both adult and juvenile arrests.

Capt. Lugo also reviewed traffic stop activities with the top three being speeding, expired plates/registration and other moving violations.

The Uniform Crime Report Estimates (UCR) report showed that there was a decrease in crimes against persons and crimes against property was stable. Capt. Lugo showed comparisons of the UCR with surrounding communities.

Community Policing activities included Coffee with a Cop; school visits; Town events; and contacts with businesses and residents.

Capt. Lugo stated that MCSO would continue to refine reporting and directed patrol as well as innovative policing strategies.

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

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A. Introduction of Fire Academy Recruits

Fire Chief Vance Gray introduced the graduates of the Fire Academy: Matt Araiza; Matt Bailey; Kevin Brown; Ryan Denning; Derick DeRoche; Stephan Dotson; Andrew Gomez; Justin Harper; Larry Mylek; Eric Parr; Jason Pridie; Sarah Raczkowski; Kristi Scott; and Jason Spann. Chief Gray also recognized Battalion Chief Matt Skowron and his leadership during the Academy.

B. Presentation of Arizona Planning Association "Best General Plan 2018" Award

Interim Development Services Director Brett Burningham provided an overview of the General Plan Update process that began in 2015 with the goals of producing an easy to use and understandable document with extensive public involvement. He highlighted the new agri-tainment district and recognized the staff involved in the General Plan Update and presented the awards for "Best Public Outreach on 2018 General Plan Update" and Best General Plan 2018".

C. Presentation of Arizona Planning Association "Best Public Outreach on 2018 General Plan Update" Award

(See B)

D. Presentation of the Accredited Economic Development Organization through IEDC

Assistant Town Manager Bruce Gardner explained the review and assessment requirements for accreditation and recognized Economic Development Director Doreen Cott; Downtown Development Manager Jennifer Lindley; and Economic Development Coordinator Marissa Garnett for the achievement.

Mayor Barney also congratulated Marissa Garnett on her recent certification as a Certified Economic Developer.

E. Five-Year Service Award - Debra Kuffner

Communications, Marketing and Recreation Director Marnie Schubert presented Debra Kuffner, Marketing Specialist with a certificate recognizing her five-years of service with the Town.

F. Proclamation: Go Red for Women Month - February 2019

Council Member Oliphant read the proclamation and it was presented to ambassadors of the Go Red for Women organization.

G. Presentation by Camille Hartman, Boys & Girls Club of the East Valley Youth of the Year candidate

Mayor Barney introduced Queen Creek High School student and Boys & Girls Club of the East Valley Youth of the Year candidate Camille Hartman and invited her to

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the podium to present her speech that she will give at the Awards Ceremony in March.

Ms. Hartman thanked the Council for allowing her to present her speech on how the Boys & Girls Club of the East Valley influenced her life and goals for the future.

- 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.

None.

10. Committee Reports:

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

See attached report.

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

1. Transportation Advisory Committee - January 17, 2019

Transportation Advisory Committee Chair Spencer Hale reported on the committee's discussion on roadways with the agri-tainment district (Olive Mill/Schepf Farm) and the design concepts for aesthetic enhancements at the entry ways to the district.

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

None.

- 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.

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MOTION: To approve the Public Hearings Consent Agenda:
RESULT: Approved unanimously
MOVER: Council Member Turley
SECONDER: Council Member Hoffman
AYES: Barney, Wheatley, Benning, Brown, Oliphant, Turley, Hoffman

- A. Public Hearing and possible action on Ordinance 682-18 “Madera West Planned Area Development Rezone (Case P18-0041)”, a request from Michelle Yerger, of Communities Southwest, to rezone a 94-acre property (approximately) from RU-43 (Maricopa County; R1-43 Town equivalent zoning) to R1-7, R1-12, R1-18, and C-2 with a Planned Area Development (PAD) Overlay to facilitate the development of a 192 lot residential community with a commercial corner. The project site is located at the southwest corner of Queen Creek Road and Signal Butte Road. (The applicant has requested an indefinite continuance)

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.

None.

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 1252-19 providing for the sale of subordinate lien excise tax and state shared revenue obligations evidencing proportionate interests in installment payments pursuant to a purchase agreement; authorizing with respect thereto necessary agreements; delegating certain authority; and declaring an emergency.

Finance Director McCarty reviewed the approval the purchase agreement in 2018 for 175k acre feet of groundwater credits in the amount of \$49.05m. Mr. McCarty explained the interim financing proposed would allow for the Town’s deviation request with WIFA to go through the process which takes approximately six months and reviewed the interim financing terms.

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There was discussion on the deadline for closing on the purchase agreement and whether the interim financing approval could be delayed until February 20, 2019. Mr. McCarty stated the purchase agreement requires the close on or before February 28, 2019. The Town's bond counsel, Michael Cafiso, Greenberg Traurig, added that the closing is a complex transaction and would be difficult to do in such short time.

Additional comments regarding the WIFA deviation request were made and Town Attorney Holcomb cautioned Council that Executive Session discussion couldn't be introduced in a public meeting.

Motion to adjourn to Executive Session at 8:25pm:
Mover: Council Member Brown
Seconder: Vice Mayor Benning
Vote: Unanimous

The Regular Session reconvened at 8:33pm.

MOTION:	To approve Resolution 1252-19 providing for the sale of subordinate lien excise tax and state shared revenue obligations evidencing proportionate interests in installment payments pursuant to a purchase agreement; authorizing with respect thereto necessary agreements; delegating certain authority; and declaring an emergency:
RESULT:	Approved unanimously
MOVER:	Council Member Wheatley
SECONDER:	Council Member Oliphant
AYES:	Barney, Wheatley, Benning, Brown, Oliphant, Turley, Hoffman

- B. Discussion and possible approval of Resolution 1248-19 accepting the Town's Fiscal Year 2017-18 financial statements and audit reports.

Sandy Cronstrom, with CliftonLarsonAllen, LLP (the Town's auditor), discussed the audit process and reviewed the CAFR and audit report findings.

Finance Director Scott McCarty discussed how the findings were addressed. Mr. McCarty also commented on the Town's funding policies for transportation, public safety and unfunded pension liability.

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MOTION: To approve Resolution 1248-19 accepting the Town's Fiscal Year 2017-18 financial statements and audit reports:
RESULT: Approved unanimously
MOVER: Council Member Turley
SECONDER: Vice Mayor Benning
AYES: Barney, Wheatley, Benning, Brown, Oliphant, Turley, Hoffman

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. None.

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.

The Council reconvened to Executive Session at 8:49PM.

17. Adjournment

The Regular Session reconvened and adjourned at 9:26PM.



**Regular and Possible Executive Session
Queen Creek Town Council**
Community Chambers, 20727 E. Civic Parkway
February 20, 2019
7:00 PM

1. **Call to Order:** The meeting was called to order at 7:00pm.
2. **Roll Call:** (one or more members of the Council may participate by telephone)

Gail Barney	Mayor	Present
Julia Wheatley	Council Member	Present
Robin Benning	Council Member	Present
Jeff Brown	Council Member	Present
Dawn Oliphant	Council Member	Present
Emilena Turley	Vice Mayor	Present
Jake Hoffman	Council Member	Present

3. **Pledge of Allegiance:**

The Queen Creek High School Sign Language class joined Mayor Barney in leading the Pledge of Allegiance.

4. **Invocation/Moment of Silence:**

None.

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

Mayor Barney welcomed dignitaries and residents to the meeting.

- A. State of the Town Address

See attached transcript.

- B. Reception

Mayor Barney invited all to enjoy refreshments in the lobby.

6. **Adjournment**

The meeting adjourned at 7:49pm.



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 updated Development Agreement with Ellsworth & Queen Creek, LLC for improvements to Ellsworth and Queen Creek Roads Improvements - Phase 2 Capital Improvement Project (CIP Project I0010).

DATE: March 20, 2019

Staff Recommendation:

Staff recommend approval of an updated Development Agreement with Ellsworth & Queen Creek, LLC for improvements to Ellsworth and Queen Creek Roads Improvements - Phase 2 Capital Improvement Project (CIP Project I0010).

Relevant Council Goal(s):



Superior Infrastructure - Capital Improvement Program

Proposed Motion:

Motion to approve an updated Development Agreement with Ellsworth & Queen Creek, LLC for improvements to Ellsworth and Queen Creek Roads Improvements - Phase 2 Capital Improvement Project (CIP Project I0010).

Discussion:

Council previously approved a development agreement (Agreement) on February 7, 2018 with the landowner / developer, Ellsworth and Queen Creek, LLC (Developer), of the land at the northeast corner of the Ellsworth and Queen Creek roads intersection.

The Agreement provides for cooperation between the Town and Developer to build the development's offsite improvements in conjunction with the Town's CIP project improvements for Ellsworth and Queen Creek Road Intersection Improvements - Phase 2 (CIP Project I0010). The cooperation will 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 Agreement provides for allocation of costs but does not transfer costs from the private party to the Town.

Subsequent to the Agreement's approval by Council and execution by both parties, the Developer sold portions of the property. However, the Development Agreement had not yet been recorded. Therefore, certain text within the Agreement is no longer applicable. However, the Developer intends to honor their obligations under the original Agreement for the entire development parcel but requests some textual changes to describe accurately the current land ownership situation. Therefore, Town staff and the Developer have negotiated a rewording of the Agreement with Town Attorney assistance.

The Town Attorney's office provided agreement negotiation and format input and assistance.

The Town's overall project costs are forecast to remain the same under the re-worded Agreement.

Fiscal Impact:

The development agreement itself does not have a direct cost impact associated with it. The Developer will fully reimburse the Town for all offsite work.

Alternatives:

Council could choose not to approve the re-worded development agreement. The result would be higher costs for the Town as the Town would incur improvement costs.

Attachment(s):

- a. Development Agreement
- b. Site Map

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

ELLSWORTH & QUEEN CREEK, L.L.C.,
an Arizona limited liability company

_____, 2019

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (the “**Agreement**”) is made as of the _____ day of _____, 2019, 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 ELLSWORTH & QUEEN CREEK, L.L.C., an Arizona limited liability company (the “**Developer**”). Town and Developer are sometimes referred to herein collectively as the “**Parties,**” or individually as a “**Party.**”

RECITALS

A. Developer is the owner of approximately 3.03 net acres of real property that is legally described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Developer Property**”).

B. The Developer Property is part of an approximately 8.7 net acre property located at the northeast corner of Ellsworth Road and Queen Creek Road in Queen Creek, Arizona that the Developer intends to develop, as depicted in **Exhibit B** attached hereto and incorporated herein by reference (the “**Project**”). The Project is located within Town’s corporate limits.

C. The Project is currently zoned “C-1 (Light Commercial)”. Developer has secured approval from the Town for a site plan, pursuant to Town case number P18-0009 (the “**Site Plan**”), and a preliminary plat, pursuant to Town case number P18-0017 (the “**Preliminary Plat**”), consistent with the Project’s existing C-1 (Light Commercial) zoning.

D. Town anticipates commencement of a capital improvement project in 2019, whereby improvements will be made by Town to Ellsworth Road and Queen Creek Road adjacent to the Project, as more particularly described in **Exhibit C** attached hereto and incorporated herein by reference (the “**CIP Project**”).

E. Developer intends to develop the Project for commercial uses, consistent with the Site Plan and Preliminary Plat, and will therefore be required to construct certain off-site improvements adjacent to the Project, within public rights-of-way for Ellsworth Road and Queen Creek Road, as more particularly described in **Exhibit D** attached hereto and incorporated herein by reference (the “**Off-Site Improvements**”). The Off-Site Improvements are required in addition to those being constructed by Town as part of the CIP Project.

F. Town desires to minimize disruption to traffic on both Ellsworth Road and Queen Creek Road due to the CIP Project and the Off-Site Improvements, and the Parties therefore desire to cause the construction of the CIP Project and the Off-Site Improvements simultaneously by Town.

G. Town, acting through its Council, has determined that the completion of the CIP Project and the Off-Site Improvements pursuant to this Agreement is an important addition to Town and is consistent with Town’s goals. Town has determined that encouraging the completion of the CIP Project and the Off-Site Improvements pursuant to this Agreement will result in significant planning, economic, and other public purpose benefits to Town and its residents by,

among other things (i) the construction of certain public improvements, and (ii) the completion of the CIP Project and the Off-Site Improvements in a manner consistent with Town’s development standards.

H. 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 Developer Property as more fully described in this Agreement.

I. Town is entering into this Agreement to implement and to facilitate the concurrent completion of the CIP Project and the Off-Site Improvements consistent with the policies of Town reflected in the previously adopted ordinances establishing 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) “**Additional Right-of-Way**” means that certain real property adjacent to the Project, required by Town for the completion of the CIP Project, more particularly described in **Exhibit E** attached hereto and incorporated herein by reference.

(b) “**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.

(c) “**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 I, 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 Developer’s obligations beyond those expressly set forth in the numbered sections of this Agreement.

(d) “**Applicable Laws**” means the federal, state, county and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and official policies of Town, as they may be amended from time to time, which apply to the development of the Project as of the date of any application or submission.

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

(g) “**Budget**” means as defined in Section 8.1 and as outlined in Exhibit F.

(h) “**CIP Project**” means as defined in Recital D and as described in Exhibit C.

(i) “**CIP Project Costs**” means all third party costs, expenses, fees and charges actually incurred and paid to contractors, construction managers, architects, engineers, surveyors, consultants, attorneys, governmental agencies and other Third Parties for studies, reports, tests, inspections, reviews, materials, labor, design, engineering, surveying, site excavation and preparation, grading, drainage, removal, relocation and replacement of utility facilities and improvements, governmental permits and fees, payment, performance and other bonds, property acquisition costs, insurance premiums, legal fees and all other costs and expenses reasonably necessary for the design, planning, construction, installation, or provision of the CIP Project. Town’s estimate of the CIP Project Costs is attached hereto in Exhibit F-1.

(j) “**Commencement of Construction**” means both (i) the delivery of a “notice to proceed” provided to its contractor by Town for the construction of any portion of the CIP Project and Off-Site Improvements, and (ii) the actual commencement of physical construction operations on the CIP Project and Off-Site Improvements in a manner necessary to achieve Completion of Construction.

(k) “**Completion of Construction**” means the date on which the CIP Project and Off-Site Improvements are substantially complete and accepted by, Town in accordance with the terms of this Agreement.

(l) “**Construction Contract**” means as defined in Section 7.2.

(m) “**Construction Schedule**” means as defined in Section 7.4.

(n) “**Contingency Funds**” means as defined in Section 8.3.

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

(p) “**Default**” or “**Event of Default**” means one or more of the events described in Section 13.1 or 13.2; 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 13.4.

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

(r) “**Developer Electrical Line Conversion**” means the required undergrounding of overhead electrical lines adjacent to the Project, not included as part of The Town Electrical Line Conversion and as described in Exhibit G.

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

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

(u) “**Enforced Delay**” means as defined in Section 13.6.

(v) “**Final Payment Request**” means as defined in Section 9.3.

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

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

(y) “**Inspection Approval Date**” means as defined in Section 7.6.

(z) “**Kinder Morgan Easement**” means as defined in Section 5.1.

(aa) “**Lender**” means as defined in Section 14.3.

(bb) “**Missed Deadline Notice**” means as defined in Section 7.5.

(cc) “**Off-Site Improvements**” means as defined in Recital E and as described in Exhibit D, or such other improvements in lieu thereof or in addition thereto as may be agreed by Town and Developer during Developer’s permitting and approval.

(dd) “**Off-Site Improvement Costs**” means all third party costs, expenses, fees and charges actually incurred and paid to contractors, construction managers, architects, engineers, surveyors, consultants, attorneys, governmental agencies and other Third Parties for studies, reports, tests, inspections, reviews, materials, labor, design, engineering, surveying, site excavation and preparation, grading, drainage, removal, relocation and replacement of utility facilities and improvements, governmental permits and fees, payment, performance and other bonds, property acquisition costs, insurance premiums, legal fees and all other costs and expenses reasonably necessary for the design, planning, construction, installation, or provision of the Off-

Site Improvements. Developer and Town's estimate of the Off-Site Improvement Costs is attached hereto in **Exhibit F-2**.

(ee) **“Overrun Budget Line Item”** means as defined in Section 8.3.

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

(gg) **“Plan Change”** means any change to the Improvement Plans necessary for the construction of the CIP Project and/or Off-Site Improvements.

(hh) **“Preliminary Plat”** means as defined in Recital C.

(ii) **“Project”** means as defined in Recital B and as described in **Exhibit B**.

(jj) **“Site Plan”** means as defined in Recital C.

(kk) **“SRP Electrical Lines Credit”** means as defined in Section 6.2.

(ll) **“Target Deadlines”** means as defined in Section 7.4.

(mm) **“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.

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

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

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

(qq) **“Town Electrical Line Conversion”** means the required undergrounding of portions of the existing overhead SRP electrical lines along Queen Creek Road as defined in Section 6.1 and as described in **Exhibit G**.

(rr) **“Town Electrical Line Relocation”** means the required relocation (but not undergrounding) of certain portions of the existing overhead SRP electrical lines along both Ellsworth Road and Queen Creek Road adjacent to the Project as described in **Exhibit G**.

2. PARTIES AND TERM OF THIS AGREEMENT.

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

(a) Town. 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) Developer. Developer is ELLSWORTH & QUEEN CREEK, L.L.C., a duly organized and validly existing Arizona limited liability company, qualified to do business in the State of Arizona, together with its successors in interest and approved 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.

3. [Reserved.]

4. ACQUISITION OF ADDITIONAL RIGHT-OF-WAY.

4.1 Additional Right-of-Way. In order to construct the CIP Project, Town requires the Additional Right-of-Way from Developer. The Additional Right-of-Way is over and above any public right-of-way dedication that would be required by Developer for the completion of the Off-Site Improvements. Prior to the Effective Date, Town has purchased the Additional Right of Way from Developer at its fair market value, based upon an agreed-upon appraisal, and Developer has sold the Additional Right-of-Way to Town, upon such terms and conditions as are included in Town's standard form of purchase contract for the acquisition of real property.

5. KINDER MORGAN EASEMENT RELOCATION.

5.1 Consistency with Easement. Development of the Project by Developer will require the execution of a new easement agreement with Kinder Morgan related to the relocation of Kinder Morgan's existing pipeline easement adjacent to the Project (the "**Kinder Morgan Easement**"). The Kinder Morgan Easement will likely contain certain restrictions on landscaping and other improvements that may be constructed on the portion of the Project encumbered by the Kinder Morgan Easement itself. Town shall not to impose any stipulations of approval, nor require any improvements within the portion of the Project encumbered by the Kinder Morgan Easement, as may be relocated following the Effective Date, if such improvements would be prohibited by the terms and conditions of the Kinder Morgan Easement. In the event any stipulation of approval or any required improvement is determined to be in conflict with or inconsistent with the terms and conditions of the Kinder Morgan Easement, as relocated, Town's representative shall have authority to modify such stipulation or the location of such required improvement in a manner acceptable to Developer, in its reasonable discretion, in order to mitigate such inconsistency or conflict.

6. EXISTING OVERHEAD SRP ELECTRICAL LINES.

6.1 Overhead Conversion. Town is solely responsible for the cost of The Town Electrical Line Relocation as part of the CIP Project. Developer shall diligently coordinate and cooperate with SRP to prepare necessary plans and secure necessary approvals to complete the Developer Electrical Line Conversion prior to, or concurrently with Town's construction of the CIP Project, the Town Electrical Line Relocation, and the Town Electrical Line Conversion. If plans for the Developer Electrical Line Conversion are approved by Salt River Project, and if Developer has caused, at its sole cost and expense, the completion of the Developer Electrical Line Conversion (as determined and approved by Salt River Project) prior to, or concurrently with, the required Town Electrical Line Relocation, Town will provide a credit ("SRP Electrical Lines Credit") to Developer in the amount that would have been incurred by Town for the Town Electrical Line Relocation. Town and Developer have confirmed the amount of the SRP Electrical Lines Credit to be **\$46,353.00**. The SRP Electrical Lines Credit will be applied to the approved Off-Site Improvement Costs as outlined in Section 9.2 below.

7. CONSTRUCTION OF CIP PROJECT & OFF-SITE IMPROVEMENTS.

7.1. Responsibility for Construction. Town shall administer, coordinate and oversee the simultaneous construction of the CIP Project and the Off-Site Improvements, within the existing public rights-of-way for Ellsworth Road and Queen Creek Road adjacent to the Project, as well as within the Additional Right-of-Way, in accordance with the terms and conditions of this Agreement and any other applicable requirements, ordinances or laws. Developer shall administer, coordinate and oversee the Developer Electrical Line Conversion, which will occur in a public utility easement on the Project, simultaneous with the construction of the CIP Project and Off-Site Improvements.

7.2 Contracts for Work. Town shall contract for all of the work and materials comprising the CIP Project and the Off-Site Improvements. Developer shall contract for all work and materials comprising the Developer Electrical Line Conversion. Each contract for the work and materials comprising the CIP Project, the Off-Site Improvements and (if applicable) the Developer Electrical Line Conversion (each a "**Construction Contract**"): (i) shall be in a commercially reasonable form approved by Town; (ii) shall be awarded or issued pursuant to all applicable procurement policies; (iii) shall name Town and Developer as additional insureds on all insurance policies obtained by contractors pursuant to a Construction Contract, and (iv) shall name Town and Developer as specifically entitled to the benefit of all insurance, warranty and indemnity provisions thereof. Each Construction Contract shall state that the rights of the general contractor/owner thereunder shall be exercisable by Town until such time as the work thereunder has been completed. In the event the Off-Site Improvements and/or the Developer Electrical Line Conversion are dedicated to the Town and the Town provides any reimbursement or other contribution toward the cost of such Off-Site Improvements and/or Developer Electrical Line Conversion, then all Applicable Laws, including those relating to the procurement of public contracts, must be observed and followed by Town and Developer.

7.3 Improvement Plans – Changes.

(a) Town shall cause the applicable Improvement Plans to be included in and incorporated by reference in the applicable Construction Contract for the construction of the CIP Project and the Off-Site Improvements, and Town shall amend such Construction Contract for any approved Plan Change. Developer shall cause the applicable Improvement Plans to be included in and incorporated by reference in the applicable Construction Contract for the Developer Electrical Conversion and Developer shall amend such Construction Contract for any approved Plan Change.

(b) Town shall promptly notify Developer in writing if Town believes there is a need for any material change to the Improvement Plans applicable to the Off-Site Improvements. Developer shall have five (5) business days after receipt of any such notice in which to deliver notice of approval or disapproval to Town. If Developer approves the Plan Change or fails to object to the Plan Change within said five (5) business day period, then the Plan Change shall be deemed approved. If Developer objects to a Plan Change, then the Parties shall attempt in good faith to resolve to their mutual satisfaction all item(s) as to which objection was made within three (3) business days after receipt of the notice of disapproval. If the Parties are unable to resolve the matter within said three (3) business day period, then the matter will be resolved by mediation in accordance with Section 13.8.

7.4 Construction Schedule. Town shall use commercially reasonable efforts to cause the CIP Project and the Off-Site Improvements to be completed on or before the applicable completion dates therefor set forth on the construction schedule to be provided to Developer by Town within the first two (2) weeks of providing the contractor a “notice to proceed” (the “**Construction Schedule**”).

7.5 Missed Deadline. If the Off-Site Improvements or the Developer Electrical Line Conversion are not completed by Town and Developer, respectively, on or before the dates outlined in the Construction Schedule, or if Town or Developer otherwise default hereunder, then the other Party may deliver a written notice (“**Missed Deadline Notice**”) to the responsible Party. If the Off-Site Improvements or Developer Electrical Line Conversion are not then completed (or are not otherwise resolved by mutual agreement of the Parties) within sixty (60) days after responsible Party’s receipt of the Missed Deadline Notice (subject to Enforced Delays), then the other Party may execute and deliver a second notice to responsible Party (an “**Assumption Notice**”), ordering that responsibility for completion of construction of the outstanding portion of the Off-Site Improvements or Developer Electrical Line Conversion be assumed by the other Party. Following delivery of an Assumption Notice, (a) the noticing Party shall be responsible for the completion of the Off-Site Improvements or Developer Electrical Line Conversion, (b) the Parties shall cooperate in connection therewith, including assigning all rights, title and interest in and to any plans, documents or materials in connection with the Off-Site Improvements or Developer Electrical Line Conversion to noticing Party, and any Construction Contracts and other agreements pertaining to same, and delivering such notifications and instructions to contractors and their sub-contractors as noticing Party deems appropriate to complete the Off-Site Improvements or Developer Electrical Line Conversion.

7.6 Completion. Town and Developer shall notify the other Party in writing upon the earlier of when documentation from all contractors engaged to construct the Off-Site Improvements or Developer Electrical Line Conversion, stating that such contractors have completed their work, has been received, and when Town or Developer believes the Off-Site Improvements or Developer Electrical Line Conversion have been completed, except minor punch list work. The Party receiving such notice shall have ten (10) business days after receipt to inspect the Off-Site Improvements or Developer Electrical Conversion. If Party receiving notice believes that the Off-Site Improvements or Developer Electrical Line Conversion have not been completed in substantial conformance with the applicable Improvement Plans, then such Party may notify the noticing Party in writing within said ten (10) business day period. Any objections shall be handled in the same manner for objections set forth in Section 7.8. If no objection is made within said ten (10) business day period, then for purposes of this Agreement Town or Developer shall be deemed to agree that the Off-Site Improvements or Developer Electrical Line Conversion have been completed in substantial conformance with the applicable Improvement Plans; provided, however, the foregoing shall not limit any subsequent warranty or corrective action against any contractor due to facts discovered thereafter. The date the Off-Site Improvements or Developer Electrical Conversion shall be deemed completed pursuant to this Section 7.6 shall be referred to as the "**Inspection Approval Date.**"

7.7 Oversee Progress of Construction. In addition to bidding and scheduling the work for the Off-Site Improvements and the Developer Electrical Conversion, Town and Developer, respectively, shall (i) inspect the general progress of the work on a daily basis (Monday through Thursday); and (ii) communicate with the contractors on a regular basis (a minimum of every seven (7) business days). The Parties acknowledge and agree that such inspections are for purposes of determining the progress of the work and not to determine engineering compliance and design matters. Town and Developer, however, will periodically observe the work for general compliance with the Improvement Plans, but in no event shall either Party be responsible or liable for work that does not comply with the Improvement Plans, except to the extent that either Party instructed such contractor to materially deviate from the Improvement Plans, unless such deviation or change is approved or deemed approved by Town and Developer as provided herein. Furthermore, the Parties acknowledge that neither Party will be at the job site during all times that work is being done.

7.8 Right to Inspect. Developer shall have the right to inspect the construction of the Off-Site Improvements at any time; provided, however, such inspection shall be at the sole risk of Developer. Town shall have the right to inspect the construction of the Developer Electrical Line Conversion at any time; provided, however, such inspection shall be at the sole risk of Town. If Town or Developer believes that the Off-Site Improvements or Developer Electrical Line Conversion are not being constructed in substantial conformance with the applicable Improvement Plans, then such Party shall notify the responsible Party in writing, which notice shall include a reasonably detailed description of the alleged non-complying construction. Responsible Party shall review the information that noticing Party is relying on in order to determine if the Off-Site Improvements or Developer Electrical Line Conversion are not being constructed in substantial conformance with the applicable Improvement Plans. If responsible Party agrees with noticing Party, then responsible Party shall notify the applicable contractor of such fact and demand that the contractor correct any work that is not in substantial conformance with the applicable

Improvement Plans. Responsible Party shall not be obligated to institute any legal action against such subcontractor, unless the Parties agree to pursue such legal action and pay their respective proportionate costs of such litigation. If responsible Party does not agree with noticing Party, then responsible Party shall notify noticing Party of such fact, and the Parties shall attempt in good faith to resolve their dispute to their mutual satisfaction as promptly as possible (and in all events within ten (10) business days after responsible Party's delivery of its written notice that it does not agree with noticing Party). If the dispute cannot be resolved as provided in the preceding sentence, then either Party may submit the matter to mediation as provided in Section 13.8

7.9 Grant of Necessary Easements. Developer 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 Developer Property as are reasonably necessary (as determined by Town) for the installation and/or permanent location of the CIP Project and Off-Site Improvements and/or the performance of Town's responsibilities under this Agreement; provided that Developer 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 Project, or unreasonably interfere with Developer's intended development and use of the Project and/or the Developer Property. All utility easements will be in the locations shown on the applicable utility plans or as required by 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, Town and any contractors and sub-contractors entering the Developer Property shall procure and thereafter maintain insurance policies naming Developer as an additional insured and issued by an insurance company authorized to do business in Arizona and in compliance with Town's minimum insurance requirements. Town shall coordinate and administer the repair by the applicable contractor of any damage caused to any portion of the Developer 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 completion of the CIP Project and the Off-Site Improvements in accordance with the requirements of this Agreement.

7.10 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 or Developer Electrical Line Conversion, then Town shall receive such payments or credits with respect to the CIP Project and Developer shall receive such payments or credits with respect to the Off-Site Improvements and Developer Electrical Line Conversion.

8. BUDGET AND CONTRACTOR SELECTION.

8.1 Initial Budget. Attached hereto in **Exhibit F-1** and **Exhibit F-2** is an estimate of the CIP Project Costs and the Off-Site Improvement Costs (the "**Budget**"). The Budget is subject to adjustment as provided in this Section 8.

8.2 Selection of Construction Contractors – Bid Procedures. Contractors for the work necessary to construct and install the CIP Project and Off-Site Improvements shall be

selected by Town in accordance with this Section 8, subject to Developer's disapproval rights below, and Town's procurement policies.

(a) Town shall be responsible for contractor selection for the CIP Project and Off-Site Improvements.

(b) Developer shall have the right to disapprove the contractor and bid selected by Town for the Off-Site Improvements only, by delivery of written notice to Town within five (5) business days after Developer's receipt of the written notice from Town designating such contractor. If no such notice of disapproval is given as provided in the preceding sentence within such five (5) business day period, then Town's contractor and bid selection shall be deemed to have been approved by Developer. If such notice of disapproval of Town's contractor selection and bid is given by Developer to Town within such five (5) business day period, Developer shall have elected to complete the Off-Site Improvements pursuant to its own contract and bidding documents, in which event Developer shall cause the Completion of Construction of the Off-Site Improvements, at its sole cost and expense, in accordance with the timelines and other requirements of this Agreement.

8.3 Revisions of Budget. As and when final bids have been selected for the CIP Project and Off-Site Improvements in accordance with Section 8.2, Town shall update and revise the Budget attached hereto as **Exhibit F-1** and **Exhibit F-2** to conform to the final bid numbers, and shall deliver a copy of the revised Budget to Developer. Such revised Budget shall provide for "**Contingency Funds**" in an amount equal to ten percent (10%) of the total CIP Project Costs and Off-Site Improvement Costs set forth therein. The Budget (solely as to the Off-Site Improvements) shall be deemed to have been approved by Developer as to each line item amount thereon (solely as to the Off-Site Improvements) which is less than or equal to (i) the amount set forth on the Budget in effect as of the date of delivery of the revised Budget to Developer, or (ii) the amount of the final bid for that line item as set forth in the final bid therefor approved (or deemed approved) by Developer (solely as to the Off-Site Improvements) as provided in Section 8.2. If any line item amount set forth on the revised Budget (solely as to the Off-Site Improvements) is more than 5% greater than the amounts described in the preceding sentence (an "**Overrun Budget Line Item**"), then that Overrun Budget Line Item shall be subject to review and approval by Developer in accordance with the provisions of this Section 8.3, unless the Overrun Budget Line Item is due to an approved Plan Change. Developer shall be deemed to have approved each Overrun Budget Line Item in the revised Budget unless it delivers its disapproval (stating in reasonable detail the reasons therefor) to Town within five (5) business days after Town's delivery of the revised Budget. If no notice of disapproval is given by Developer within such five (5) business day period, then the entire revised Budget shall be deemed to have been approved by the Parties. If notice of disapproval of any Overrun Budget Line Item is given by Developer within such five (5) business day period, then the Parties shall attempt in good faith to resolve to their mutual satisfaction all such disapproved Overrun Budget Line Item(s) as promptly as possible (and in all events within ten (10) days after delivery of the revised Budget). If all such disapproved Overrun Budget Line Item(s) are resolved as provided in the preceding sentence, then the revised Budget (as modified pursuant to such resolution) shall be deemed to have been approved by the Parties; or, if all such disapproved Overrun Budget Line Item(s) cannot be resolved as provided in the preceding sentence, then Developer may elect to forego having Town construct the Off-Site

Improvements, and shall cause the Completion of Construction of the Off-Site Improvements at Developer's sole cost and expense in accordance with the timelines and other requirements of this Agreement. Upon the approval (or deemed approval) of the revised Budget by Developer in accordance with this Section 8.3 the revised Budget shall be attached to this Agreement as **Exhibit F-1** and **Exhibit F-2** and which thereupon shall supersede and replace the then-existing Budget attached hereto.

9. **PAYMENT AND ALLOCATION OF CONSTRUCTION COSTS.**

9.1 **Cost Allocation.** Town agrees to pay one-hundred percent (100%) of the CIP Project Costs and Developer agrees to pay one-hundred percent (100%) of the Off-Site Improvement Costs. Payment of each Party's share of the CIP Project Costs and Off-Site Improvement Costs shall be made in accordance with the provisions of this Section 9. The Parties acknowledge that Town makes no representations, warranties or guaranties that the CIP Project or the Off-Site Improvements can actually be constructed for the amount specified in the Budget. Each Party has had an opportunity to review the Budget and to determine for itself whether the Budget is sufficient to cause the CIP Project and Off-Site Improvements to be constructed in accordance with the applicable Improvement Plans.

9.2 **Initial Deposit.** On or before thirty (30) days following delivery of written notice by Town, which notice may be given by Town no sooner than sixty (60) days prior to the Commencement of Construction, Developer shall deposit with Town fifty percent (50%) of the Budget for the Off-Site Improvement Costs as outlined in **Exhibit F-2**, less the SRP Electrical Lines Credit (if any), in the form of (i) cash; (ii) an irrevocable letter of credit in a form approved by Town in its sole discretion; or (iii) surety bond issued by an underwriter approved by Town and otherwise in a form approved by Town in its sole discretion ("**Initial Deposit**"). Any letter of credit shall have an initial expiration date of not less than three-hundred sixty (360) days after issuance, and such shall be issued by a bank which is a member of the FDIC. If Developer elects to supply cash, Developer may replace the cash, in whole or in part, with a letter of credit or surety bond complying with this Agreement at any time by giving notice to Town, and depositing with Town such letter of credit or surety bond. Upon completion by Town of 50% of the Off-Site Improvements, Town may apply the Initial Deposit (if cash) against Developer's obligations under this Agreement, or otherwise demand prompt payment from the issuer of the letter of credit or surety if not paid by Developer.

9.3 **Change Orders.** During construction, Town shall submit to Developer for review any and all change orders related to the Off-Site Improvements. If Developer reasonably objects to any change order, Developer must provide a reasonable alternative that is approved by Town within three (3) business days for the necessary work. If Developer does not provide an objection to a change order within three (3) business days, the change order shall be deemed approved and added to the Off-Site Improvement Costs. If Developer objects to the change order and provides an alternative that is not approved by Town, Developer and Town (along with the contractor) shall meet to discuss and agree upon one alternative. Town and Developer hereby agree that all change orders to the Budget related to the Off-Site Improvements approved by Town prior to the Effective Date total **\$129,000.00**, and Developer hereby approves same. Any and all change

orders provided to Town by contractors related to the Off-Site Improvements after the Effective Date shall require review and approval by Developer pursuant to the provisions of this Section 9.3.

9.4 Final Payment. Upon Completion of Construction of the CIP Project, Off-Site Improvements and the Developer Electrical Line Conversion, Town shall submit to Developer a final payment request for the unpaid balance of the Off-Site Improvement Costs (“**Final Payment**”), together with a reasonably detailed breakdown of the actual Off-Site Improvement Costs incurred by Town (the “**Final Payment Request**”). If the actual Off-Site Improvement Costs as outlined in the Final Payment Request are less than or equal to the Off-Site Improvement Costs outlined in the Budget, including all Developer approved Overrun Budget Line Items and all change orders, as outlined in Section 8.3 and Section 9.3 respectively, Developer shall have no right to Object to the Final Payment Request. Developer shall make the Final Payment no later than thirty (30) calendar days after its receipt of the Final Payment Request. Following payment to Town by Developer of the Final Payment, Town shall return any letters of credit or other financial assurances deposited by Developer. On or before thirty (30) days after receipt of the Final Payment, Town shall deliver to Developer copies of unconditional final lien waivers executed by all lien claimants for all labor and materials paid for pursuant to the Final Payment Request with respect to the Off-Site Improvements.

9.5 Warranty Claims. Notwithstanding Town’s receipt of the Final Payment, with regard to any warranty claims by Town or Developer, each Party shall have the right (with the cooperation of Town) to enforce the Construction Contracts; however, to the extent recovery is not available from a contractor, Town shall be responsible (but only during any applicable warranty term or period) for any claims related to the CIP Project, and Developer shall be responsible for any claims related to the Off-Site Improvements until such time as the Off-Site Improvements are accepted by the Town.

9.6 Failure to Pay Final Payment Request. If Developer fails to pay the Final Payment Request pursuant to Section 9.4, Developer will pay interest to Town at the rate stated in this Section 9.6 from the date payment of the Final Payment Request was due until the date such payment is made by Developer. Town may also record a lien against the Developer Property and foreclose such lien in the same manner as a mechanics lien. All amounts not timely paid hereunder shall bear interest at the rate of ten percent (10%) per annum (compounded monthly) until paid in full; and it shall be a condition precedent to the right of Developer to use the Off-Site Improvements and to receive a certificate of occupancy from Town for any improvements constructed on the Developer Property, that Developer shall have paid in full the Final Payment in accordance with this Agreement, together with any applicable interest and any other outstanding costs and expenses.

9.7 Accounting. Town shall keep books and records in sufficient detail to allow the actual Off-Site Improvement Costs to be calculated, which books and records shall be made available for review (upon prior reasonable notice) by Developer. Upon Completion of Construction of the Off-Site Improvements, Town shall deliver to Developer, as part of the Final Payment Request, a reasonably detailed final accounting of the actual Off-Site Improvement Costs.

10. INDEMNITY; RISK OF LOSS.

10.1. Indemnity by Developer. Developer shall indemnify, defend, pay and hold harmless 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 Developer's obligations under this Agreement. The provisions of this Section 10.1, however, shall not apply to loss or damage or claims therefore which are attributable in whole or in part to acts or omissions of Town, its agents, employees, contractors, subcontractors or representatives. Developer 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 Town, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of Developer shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period; provided, however, that this indemnity shall terminate as to the Developer Electrical Line Conversion upon acceptance of such by SRP.

10.2. Indemnity by Town. Town shall indemnify, defend, pay and hold harmless Developer 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 Town's breach of Town's obligations under this Agreement. The provisions of this Section 10.2 shall not apply to loss or damage or claims therefore which are attributable in whole or in part to acts or omissions of Developer and/or its Affiliates, or their respective agents, employees, contractors, subcontractors or representatives. Town shall have no defense obligation in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of Developer, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of Town shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period; provided, however, that this indemnity shall terminate as to the Off-Site Improvements upon acceptance of such by Town.

10.3. Risk of Loss. Town assumes the risk of any and all loss, damage or claims to the CIP Improvements. Developer assumes the risk of any and all loss, damage or claims to the Off-Site Improvements and Developer Electrical Line Conversion prior to its conveyance to SRP.

11. TOWN REPRESENTATIONS. Town represents and warrants to Developer that:

11.1. 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 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.

11.2. Subject to Sections 7 and 8 of this Agreement, all consents and approvals necessary to the execution, delivery and performance of this Agreement by Town have been

obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

11.3. 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.

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

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

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

12. DEVELOPER REPRESENTATIONS. Developer represents and warrants to Town that:

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

12.2. 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.

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

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

12.5. This Agreement (and each undertaking of Developer contained herein) constitutes a valid, binding and enforceable obligation of Developer, 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. Developer will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names Developer as a party or which challenges the authority of Developer to enter into or perform any of its obligations hereunder and will cooperate with Town in connection with any other action by a Third Party in which Town is a

party and the benefits of this Agreement to Town are challenged. The severability and reformation provisions of Section 14.4 shall apply in the event of any successful challenge to this Agreement.

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

12.7. Developer 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.

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

13. EVENTS OF DEFAULT; REMEDIES.

13.1. Events of Default by Developer. “Event of Default” by Developer under this Agreement shall mean one or more of the following:

(a) Any representation or warranty made in this Agreement by Developer was materially inaccurate when made or shall prove to be materially inaccurate during the Term;

(b) Developer 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;

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

(a) Any representation or warranty made in this Agreement by Town was materially inaccurate when made or shall prove to be materially inaccurate during the Term;

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

13.3. 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.

13.4. 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 13.3 of this Agreement, the other Party shall proceed with mediation as provided in Section 13.8. If, after the forty-five (45) day moratorium provided in Section 13.8 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 13.3):

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

(i) If an Event of Default by Developer occurs with respect to any of Developer's obligations under this Agreement, Town may suspend any of its obligations under this Agreement and sue for all amounts owing from, and required to be paid by, Developer.

(ii) Developer's obligations of indemnity are independent obligations, and Town may enforce its rights of indemnity granted by Section 10.1 at any time.

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

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

(ii) Town's obligations of indemnity are independent obligations, and Developer may enforce its rights of indemnity granted by Section 10.2 at any time.

13.5. 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.

13.6. Enforced Delay in Performance for Causes Beyond Control of Party. Neither Town nor Developer, 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 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, act of a public enemy, 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 Project (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 Developer in connection with the Project, it being agreed that Developer 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 13.6 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 sixty (60) consecutive calendar days.

13.7. 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.

13.8. 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 mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and 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, Town and Developer 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 Town and Developer. 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.

14. MISCELLANEOUS PROVISIONS.

14.1. 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 14.1.

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

(a) The rights established under this Agreement are not personal rights but attach to and run with the Developer Property, pursuant to the provisions in Subsection 2.2 entitled "Term." Upon the Effective Date of this Agreement, Developer 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 Developer and/or the Developer 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, Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Developer Property or a portion thereof subject to the provisions of this Section 14.2.

14.3. Lender Provisions. Town is aware that financing for development, construction, acquisition, and operation of the Project 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 Developer. Town agrees that such collateral assignments are permissible without consent of Town. In the event of default by Developer, Town shall provide notice of such default at the same time notice is provided to Developer to any Lender previously identified in writing to Town. If a Lender is permitted, under the terms of its agreement with Developer to cure the default and/or to assume Developer's position with respect to this Agreement, Town agrees to recognize the rights of Lender and to otherwise permit Lender to assume such rights and obligations of Developer under this Agreement upon the express assumption of such Lender to pay all amounts owing in connection with the Off-Site Improvements upon demand by Town and in express compliance with the terms of 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 Developer Property, without the approval of 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 Developer 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 Site Plan, the Preliminary Plat and this Agreement. Town shall, at any time upon request by Developer 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 Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing default) and certifying to such other matters reasonably requested by such Developer or Lender. Upon request by a Lender, Town will enter into a separate assumption or similar agreement with such Lender consistent with the provisions of this Section 14.3.

14.4. Limited Severability. Town and Developer 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 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.

14.5. 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.

14.6. 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 Town: Town of Queen Creek
Attn: Town Manager
22358 South Ellsworth Road
Queen Creek, Arizona 85142

With a required copy to: Dickinson Wright, PLLC
Attn: Scott A. Holcomb, Town Attorney
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004

If to Developer: Ellsworth & Queen Creek, L.L.C.
Attn: Don Meyers
6720 N. Scottsdale Road, Suite 220
Scottsdale, Arizona 85253

With a required copy to: Rose Law Group pc
Attn: Cameron Carter
7144 E. Stetson Drive, Suite 300
Scottsdale, Arizona 85251

(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.

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

(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.

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

14.8. 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.

14.9. 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.

14.10. 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.

14.11. 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 10.1 and 10.2 (or elsewhere in this Agreement) shall be third party beneficiaries of such indemnification provisions.

14.12. 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.

14.13. 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.

14.14. 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.

14.15. 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 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 Friday, Saturday, Sunday or legal holiday.

14.16. 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.

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

14.18. Amendment. No change or addition is to be made to this Agreement except by written amendment executed by Town and Developer. 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.

14.19. 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.

14.20. Survival. All indemnifications contained in Sections 10.1 and 10.2 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.

14.21. Non-liability of Town Officials, Etc., and of Employees, Members and Partners, Etc. of Developer. No Council member, official, representative, agent, attorney or employee of Town shall be personally liable to Developer, or to any successor in interest to

Developer, in the event of any Default or Event of Default or breach by Town or for any amount which may become due to Developer or their successors, or with respect to any obligation of Town under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of Developer under this Agreement shall be limited solely to the assets of Developer 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 Developer.

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

14.23. Anti-Moratorium. The parties agree and acknowledge that this Agreement contemplates construction of the Off-Site Improvements required for development of the Project 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 Project or any portion thereof adopted by Town, shall apply to or govern the development of the Project during the terms hereof unless such moratorium is in compliance with A.R.S. §9-463.06.

14.24. Vesting. Town acknowledges that the Project's existing C-1 (Light Commercial) zoning shall be contractually vested for the entire Term of this Agreement, and that if Town, without Developer's consent, hereafter changes the zoning of any portion of the Project to a more restrictive zoning district or classification or, if Town reduces the development rights within a classification in such a manner that would apply to Developer or the Project, such action by Town shall not be permitted. The determinations of Town memorialized in this Agreement, together with the assurances provided to Developer 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 Developer 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 Project is located.

14.26. Waiver. Developer hereby waives and releases 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 Developer Property, as a result of Town's approval of this Agreement, Town's approval of Developer's plans and specifications for the development of the Project, and the issuance of any permits by the Town. 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.

14.27. No Boycott of Israel. Developer 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: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

**EXHIBIT A
LEGAL DESCRIPTION OF THE DEVELOPER PROPERTY**

[See Attached]

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)



P.O. Box 2170, Chandler, AZ 85244
 Daniel D. Armijo, RLS (480) 244-7630
 Brian D. Warren, LSIT (480) 243-4287

September 27, 2018
 AWLS #17-033



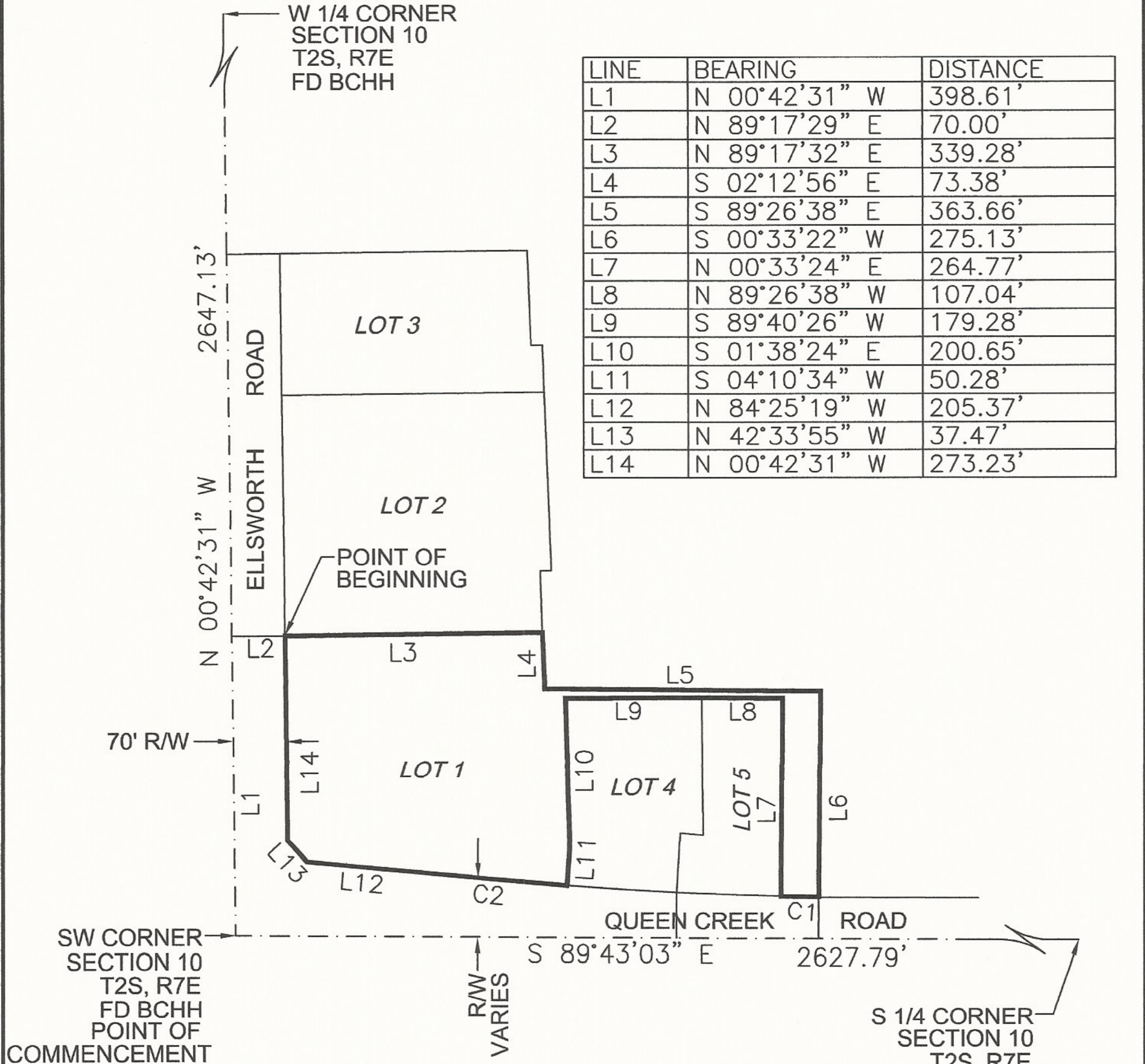
Lot 1

A portion of Lot 1 as shown on the Lot Split Map No. E18-0294, recorded in Book 1398, Page 33, Maricopa County Records, (MCR) lying within the southwest quarter of Section 10, Township 2 South, Range 7 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 10, a Brass Cap in Handhole, from which the west quarter corner of said Section 10, a Brass Cap in Handhole, bears North 00 degrees 42 minutes 31 seconds West, a distance of 2647.13 feet;
Thence along the west line of the southwest quarter of said Section 10, North 00 degrees 42 minutes 31 seconds West, a distance of 398.61 feet;
Thence leaving said west line, North 89 degrees 17 minutes 29 seconds East, a distance of 70.00 feet, to the easterly right of way line of Ellsworth Road and the **Point of Beginning**;
Thence leaving said easterly right of way line, along the north line of said Lot 1, North 89 degrees 17 minutes 32 seconds East, a distance of 339.28 feet, to the easterly line of said Lot 1;
Thence along said easterly line, South 02 degrees 12 minutes 56 seconds East, a distance of 73.38 feet;
Thence South 89 degrees 26 minutes 38 seconds East, a distance of 363.66 feet;
Thence South 00 degrees 33 minutes 22 seconds West, a distance of 275.13 feet, to the northerly right-of-way line of Queen Creek Road and a curve concave northeasterly, having a radius of 5895.00 feet, whose radius bears North 01 degrees 00 minutes 06 seconds East ;
Thence northwesterly along said curve, an arc length of 50.01 feet, through a central angle of 00 degrees 29 minutes 10 seconds;
Thence leaving said northerly right-of-way line, North 00 degrees 33 minutes 24 seconds East, a distance of 264.77 feet;
Thence North 89 degrees 26 minutes 38 seconds West, a distance of 107.04 feet;
Thence South 89 degrees 40 minutes 26 seconds West, a distance of 179.28 feet;
Thence South 01 degrees 38 minutes 24 seconds East, a distance of 200.65 feet;
Thence South 04 degrees 10 minutes 34 seconds West, a distance of 50.28 feet, to the northerly right-of-way line of Queen Creek Road and a curve concave northeasterly, having a radius of 5895.00 feet, whose radius bears North 04 degrees 13 minutes 44 seconds East ;
Thence northwesterly along said curve, an arc length of 138.80 feet, through a central angle of 01 degrees 20 minutes 57 seconds;
Thence North 84 degrees 25 minutes 19 seconds West, a distance of 205.37 feet;
Thence leaving said northerly right-of-way line, North 42 degrees 33 minutes 55 seconds West, a distance of 37.47 feet, to the easterly right-of-way line of Ellsworth Road;
Thence along said easterly right-of-way line, North 00 degrees 42 minutes 31 seconds West, a distance of 273.23 feet, to the **Point of Beginning**.

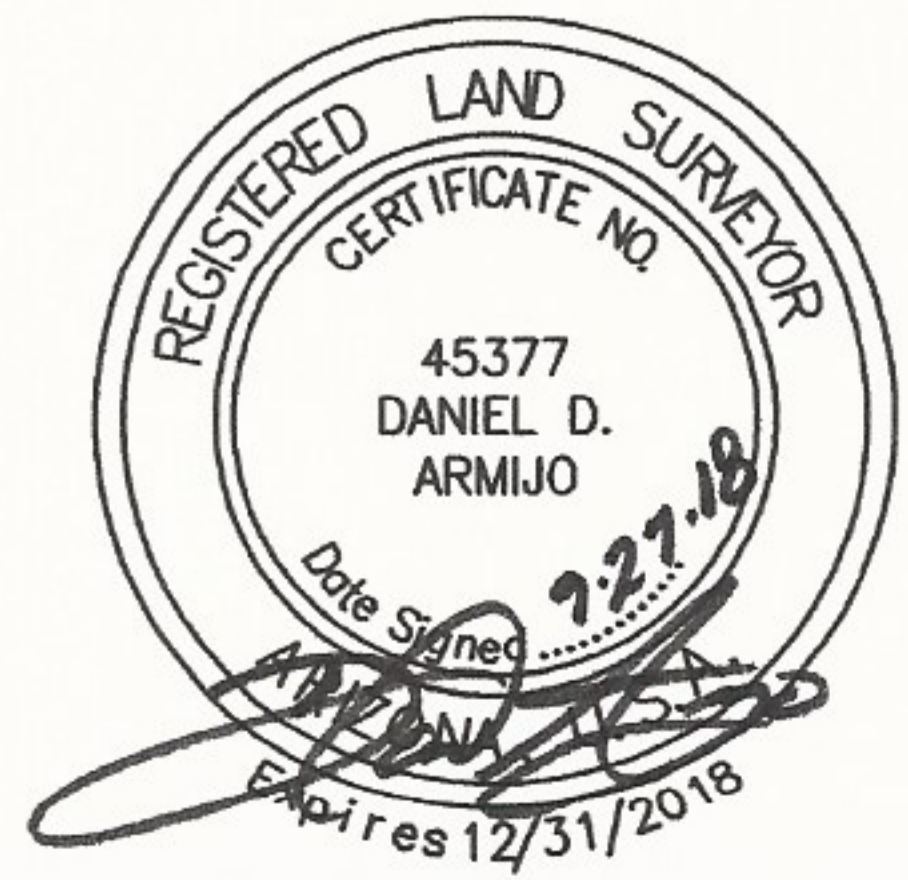
Containing 132,072.8 Square Feet or 3.032 Acres more or less.
 Subject to easements, restrictions and rights of way of record.

LINE	BEARING	DISTANCE
L1	N 00°42'31" W	398.61'
L2	N 89°17'29" E	70.00'
L3	N 89°17'32" E	339.28'
L4	S 02°12'56" E	73.38'
L5	S 89°26'38" E	363.66'
L6	S 00°33'22" W	275.13'
L7	N 00°33'24" E	264.77'
L8	N 89°26'38" W	107.04'
L9	S 89°40'26" W	179.28'
L10	S 01°38'24" E	200.65'
L11	S 04°10'34" W	50.28'
L12	N 84°25'19" W	205.37'
L13	N 42°33'55" W	37.47'
L14	N 00°42'31" W	273.23'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	RADIAL BEARING
C1	50.01'	5895.00'	0°29'10"	N 01°00'06" E
C2	138.80'	5895.00'	1°20'57"	N 04°13'44" E

AW LAND SURVEYING, LLC
 P.O. BOX 2170, CHANDLER, AZ 85244
 (480) 244-7630 (480) 243-4287



DRAWN BY: DDA	CHECKED BY: DDA	DATE: 09/27/18	JOB NO.: 17-033	SHEET NO. 2 OF 2
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**EXHIBIT B
DEPICTION OF THE PROJECT**

[See Attached]

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

OWNER:
 ELLSWORTH AND QUEEN CREEK LLC
 2033 E. WARNER RD., STE 107
 TEMPE, ARIZONA 85284

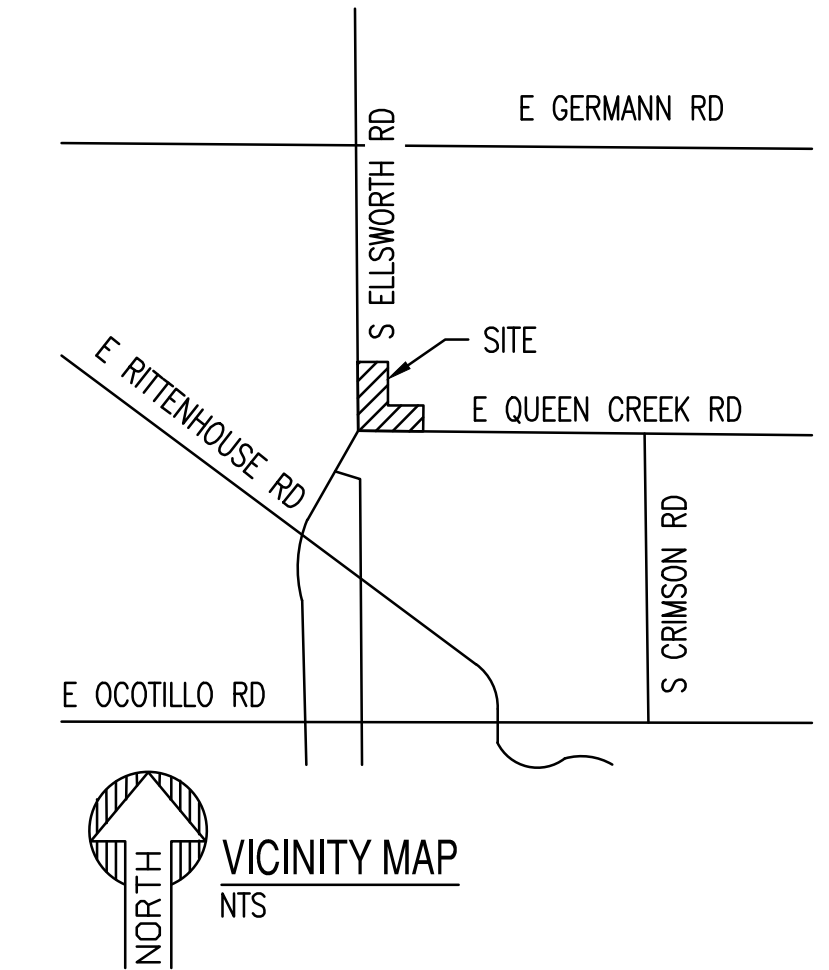
DEVELOPER:
 THE ASPEN GROUP
 6730 N. SCOTTSDALE RD. #290,
 PARADISE VALLEY, ARIZONA 85253

ENGINEER:
 SUSTAINABILITY ENGINEERING GROUP
 8280 E. GELDING DR., SUITE 101
 SCOTTSDALE, ARIZONA 85260
 PHONE 480-588-7226
 ATTN: ALI FAKIH, P.E. #45621

SITE PLAN SHOPS AT TERRAVELLA QUEEN CREEK, ARIZONA

DEVELOPMENT SUMMARY TABLE:

PROJECT ADDRESS:		
ARIZONA - QUEEN CREEK		
ELLSWORTH ROAD AND QUEEN CREEK ROAD (NE CORNER)		
LEGAL DESCRIPTION:		
PROJECT DESCRIPTION:		
DEVELOPMENT INFORMATION:		
APN:	304-62-541A	
EXISTING ZONING:	C-1	
PROPOSED ZONING:	C-1	
ADJACENT ZONING:	NORTH: R1-5	
	EAST: R1-5	
	SOUTH: R1-43	
	WEST: R1-43	
PROPOSED USE:	COMMERCIAL	
CONSTRUCTION TYPE:		
OCCUPANCY:		
GENERAL PLAN DESIGNATION:	NEIGHBORHOOD COMMERCIAL	
LOT SIZE/BOUNDARY:	379,500 SF	8.71 NET AC
BUILDING AREA SUMMARY:		
LOT 1 SHOPS:	14,400 SF	ANCHOR
LOT 2 GROCER:	22,019 SF	
LOT 3 RESTAURANT W/DRIVE THRU:	3,200 SF	
LOT 4 RESTAURANT W/DRIVE THRU:	3,300 SF	
LOT 5 RESTAURANT W/DRIVE THRU:	1,150 SF	
BUILDING TOTAL AREA:	44,069 SF	
LOT COVERAGE:		
MAX BUILDING COV.:	60% MAX	
PROP. BUILDING COV. (FAR):	12%	
MIN LANDSCAPE AREA:	15% MIN	NET LOT AREA
PROP. LANDSCAPE AREA:	TBD	
BUILDING HEIGHT:		
MAX BUILDING HEIGHT:	30'	
PROPOSED BUILDING:	30'	
SETBACKS:	REQ'D	PROPOSED
BUILDING:		
FRONT:	30	105
STREET SIDE:	30	85
RESIDENTIAL SIDE:	30	46
RESIDENTIAL SIDE:	30	54
LANDSCAPE:		
FRONT:	30	30
STREET SIDE:	30	30
RESIDENTIAL SIDE:	15	15
RESIDENTIAL SIDE:	15	15



BASIS OF BEARING:
 THE BASIS OF BEARING AND ALL MONUMENTATION SHOWN HEREON IS BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 7 EAST, USING A BEARING OF NORTH 00 DEGREES 42 MINUTES 31 SECONDS WEST, PER TITLE COMMITMENT DESCRIPTION.

PRIMARY BENCHMARK:
 NORTHWEST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. FOUND 3" TOWN OF QUEEN CREEK BRASS CAP IN HANDHOLE.
 ELEVATION = 1396.76' (NAVD 88 DATUM)

SECONDARY BENCHMARK:
 WEST QUARTER CORNER SECTION 10, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA. FOUND 3" TOWN OF QUEEN CREEK BRASS CAP IN HANDHOLE.
 ELEVATION = 1393.76' (NAVD 88 DATUM)

- KEYNOTES**
- INSTALL TRASH ENCLOSURE. REFER TO ARCH PLAN FOR DETAIL.
 - INSTALL PROPOSED MONUMENTAL TENANT SIGN. REFER TO SIGN PACKAGE FOR DETAILS. SIZE PER PLAN.
 - INSTALL BIKE RACK PER DET 1/C2.10.
 - INSTALL 3' SCREEN WALL. REFER TO LANDSCAPE PLANS FOR DETAIL.
 - INSTALL ADA RAMP PER DET 3/C2.10.
 - FIRE TRUCK AND SEMI TRUCKS TURN RADIUS: INNER 35' AND OUTER 55'. TYP.
 - PROVIDE ADA SYMBOL OF ACCESSIBILITY PER DET 4/C2.10.
 - ADA PARKING STALL PER DETAIL 2/C2.10.
 - STAMPED ASPHALT PER DET 5/C2.10.
 - INSTALL 8' TALL SCREEN WALL. LENGTH PER PLAN.

PROPOSED LEGEND

---	PROPERTY LINE
- - - - -	LOT LINE
- . - . - .	LANDSCAPE EASEMENT, BUILDING SETBACK & QUE
- - - - -	UTILITY EASEMENT
- - - - -	GAS EASEMENT
—	MONUMENT SIGN
—	SIDEWALK/PAVED PATH
—	DIRT PATH
—	LIGHT FIXTURE

NOTE:
 ALL RESTAURANTS PROVIDE AT LEAST 160 TOTAL FEET OF STACKING DISTANCE; 80 FEET OF STACKING DISTANCE BETWEEN PICK-UP WINDOW AND ORDER-PLACING SPEAKERS AND AT LEAST 80 FEET OF STACKING DISTANCE BETWEEN ORDER PLACING SPEAKER AND THE ENTRY TO THE DRIVE THROUGH LAKE.
 PERIMETER WALL WILL BE PROVIDED BY ADJACENT DEVELOPER

PARKING REVIEW:
PARKING LANDSCAPE 1 TREE ISLAND EVERY 8 SPACES; 10X20

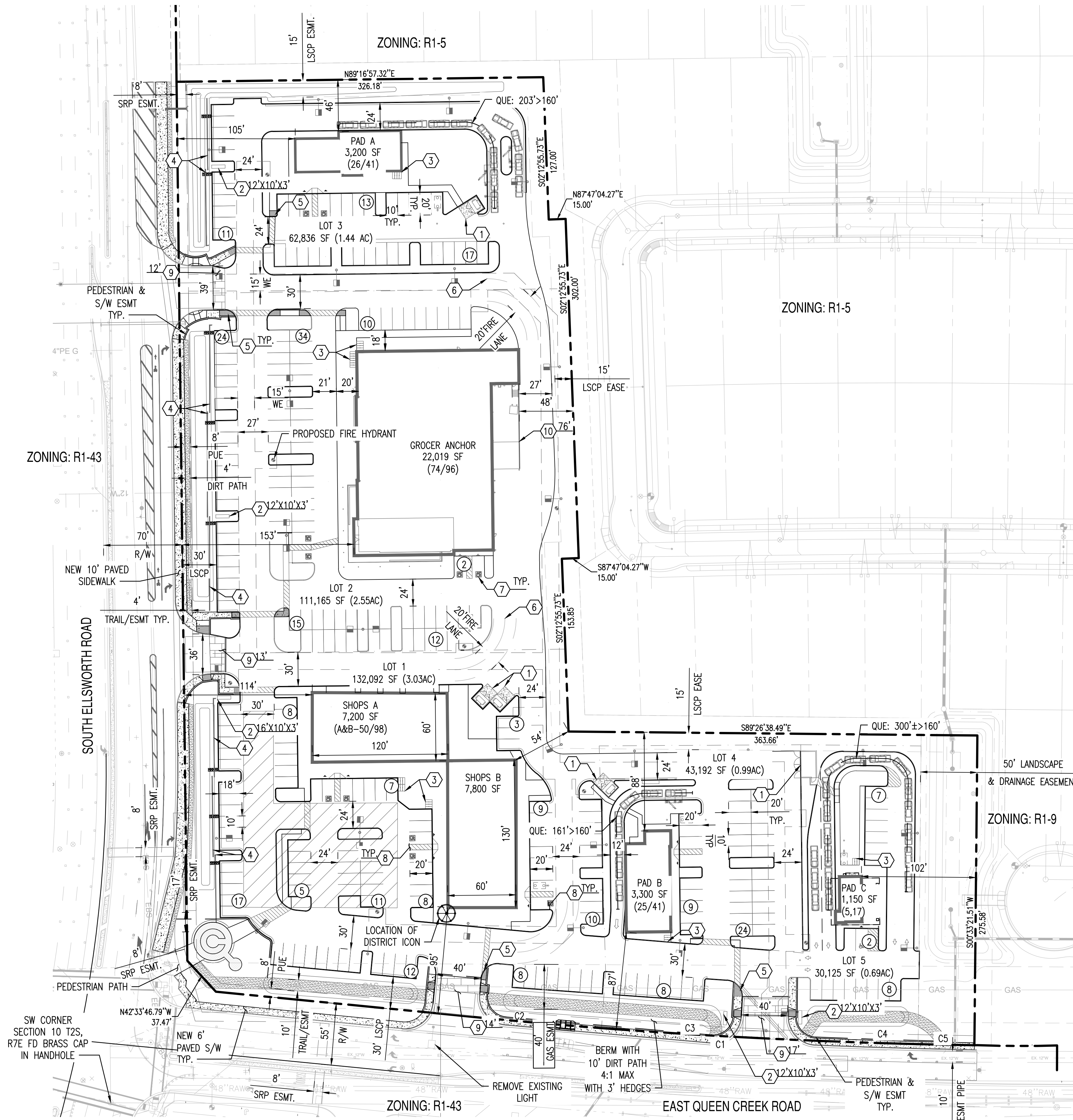
LOT #1 / SHOPS CORNER:		
LOT AREA:	132,092 SF	3.03 AC
BUILDING USE:	RETAIL	
BUILDING #1 AREA:	7,200 SF	1 PER 300 SF
BUILDING #2 AREA:	7,800 SF	
TOTAL AREA:	15,000 SF	
REQUIRED PARKING:	50	
PROPOSED PARKING:	96	
RATIO:	4.36	PER 1000
REQUIRED ADA PARKING:	4	
PROPOSED ADA PARKING:	5	
REQD/PROP BIKE PRKG:	10	
LOT #2 / GROCER:		
LOT AREA:	111,165 SF	2.55 AC
BUILDING USE:	GROCERY	
BUILDING AREA:	22,019 SF	1 PER 300 SF
REQUIRED PARKING:	74	
PROPOSED PARKING:	96	
RATIO:	4.36	PER 1000
REQUIRED ADA PARKING:	4	
PROPOSED ADA PARKING:	4	
REQD/PROP BIKE PRKG:	10	
LOT #3 / PAD A - RESTAURANT W/ DRIVE THRU:		
LOT AREA:	62,836 SF	1.44 AC
BUILDING USE:	RESTAURANT W/DRIVE THRU	
BUILDING AREA:	1,100 SF	1 PER 75 SF
PREP:	2,100 SF	1 PER 200 SF
AREA TOTAL:	3,200 SF	
REQUIRED PARKING:	26	
PROPOSED PARKING:	41	
RATIO:	12.81	PER 1000
REQUIRED ADA PARKING:	2	
PROPOSED ADA PARKING:	2	
REQD/PROP BIKE PRKG:	4	
LOT #4 / PAD B - RESTAURANT W/ DRIVE THRU:		
LOT AREA:	43,192 SF	0.99 AC
BUILDING USE:	RESTAURANT W/DRIVE THRU	
BUILDING AREA:	1,000 SF	1 PER 75 SF
PREP:	2,300 SF	1 PER 200 SF
AREA TOTAL:	3,300 SF	
REQUIRED PARKING:	25	
PROPOSED PARKING:	41	
RATIO:	12.42	PER 1000
REQUIRED ADA PARKING:	2	
PROPOSED ADA PARKING:	2	
REQD/PROP BIKE PRKG:	4	
LOT #5 / PAD C - RESTAURANT W/ DRIVE THRU:		
LOT AREA:	30,125 SF	0.69 AC
BUILDING USE:	RESTAURANT W/DRIVE THRU	
OUTDOOR DINING AREA:	350 SF	1 PER 400 SF
BUILDING AREA:	800 SF	1 PER 200 SF
PREP:	1,150 SF	
AREA TOTAL:	1,150 SF	
REQUIRED PARKING:	17	
PROPOSED PARKING:	17	
RATIO:	14.78	PER 1000
REQUIRED ADA PARKING:	1	
PROPOSED ADA PARKING:	1	
REQD/PROP BIKE PRKG:	2	

Proposed SHARED PARKING

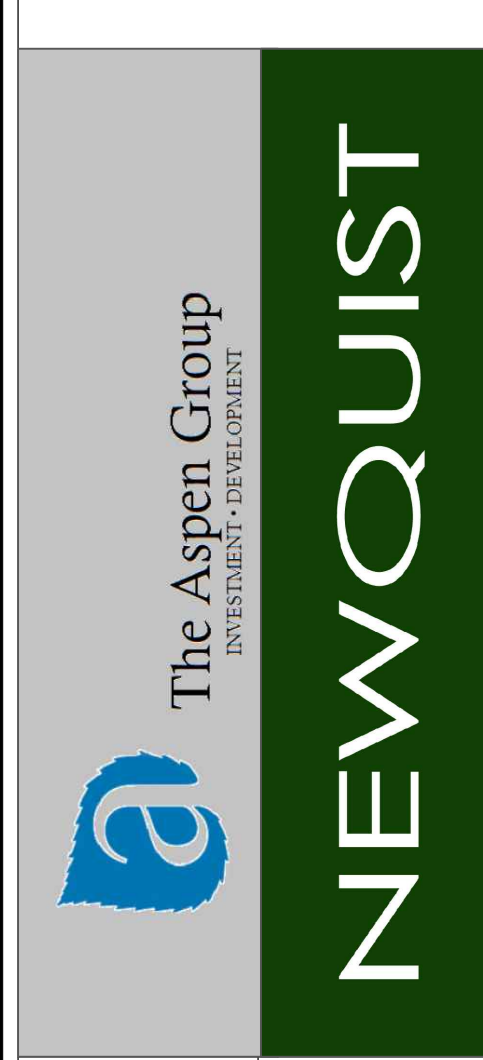
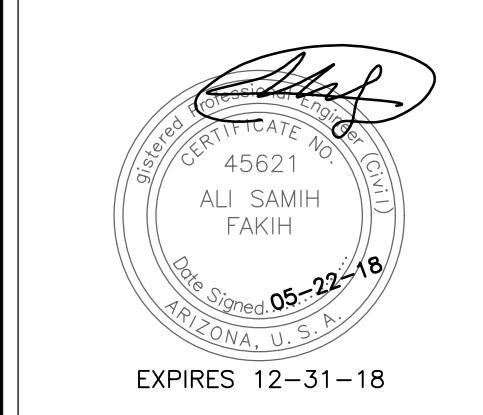
Lot 1 SHOPS A & B	98
Lot 4 DRIVE-THRU RESTAURANT	41
Lot 5 DRIVE-THRU RESTAURANT	17
SHARED PARKING TOTAL ALL LOTS	156

CURVE DATA

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE
C1	471.26'	5397.18'	15°00'10"
C2	139.19'	5397.18'	1°28'39"
C3	144.80'	5397.18'	1°32'14"
C4	187.27'	5397.18'	1°58'17"
C5	150.01'	5397.18'	1°28'39"



SW CORNER SECTION 10 T2S, R7E FD BRASS CAP IN HANDHOLE



PROJECT
 SHOPS AT TERRAVELLA
 A C-1 COMMERCIAL PROJECT

LOCATION
 NEC QUEEN CREEK ROAD AND ELLSWORTH ROAD
 QUEEN CREEK, ARIZONA

DRAWN: TAPIA
DESIGNED: TAPIA
CHECKED: COUNSELL
PROJ. MGR.: FAKIH

DATE: 05-22-18

ISSUED FOR: SITE PLAN APPROVAL

REVISION NO.: _____ **DATE:** _____

JOB NO.: 161207

SHEET TITLE: SITE PLAN

SHEET NO.: C2.00

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF SUSTAINABILITY ENGINEERING GROUP, AND SHALL REMAIN THEIR PROPERTY. THE USE OF THIS DRAWING SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT IS PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE.

**EXHIBIT C
CIP PROJECT DESCRIPTION**

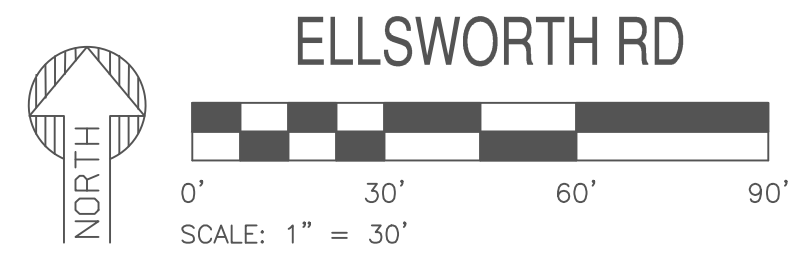
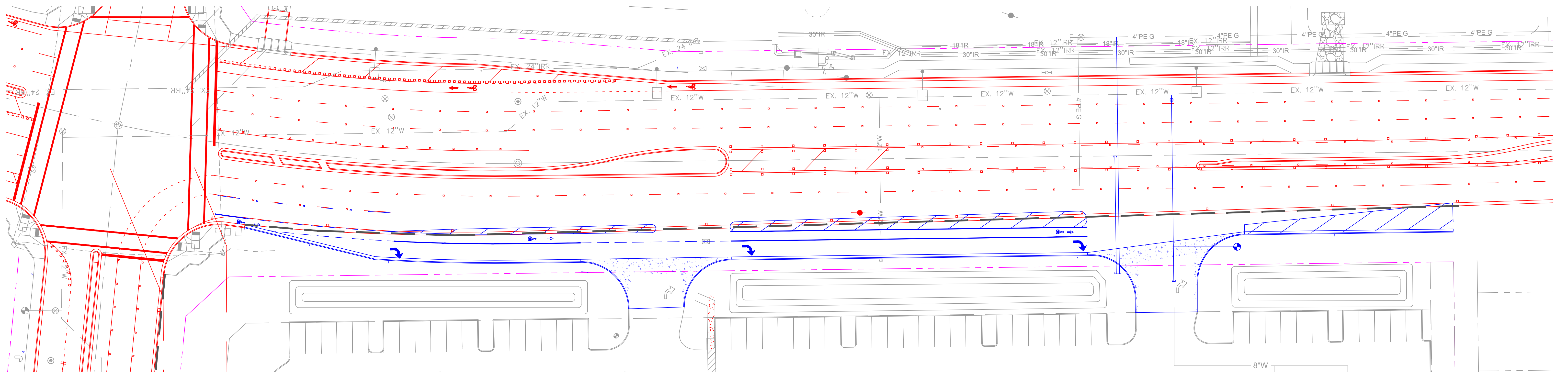
[see attached]

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

Exhibit C

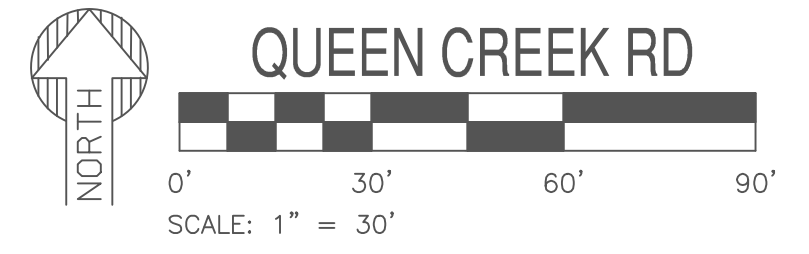
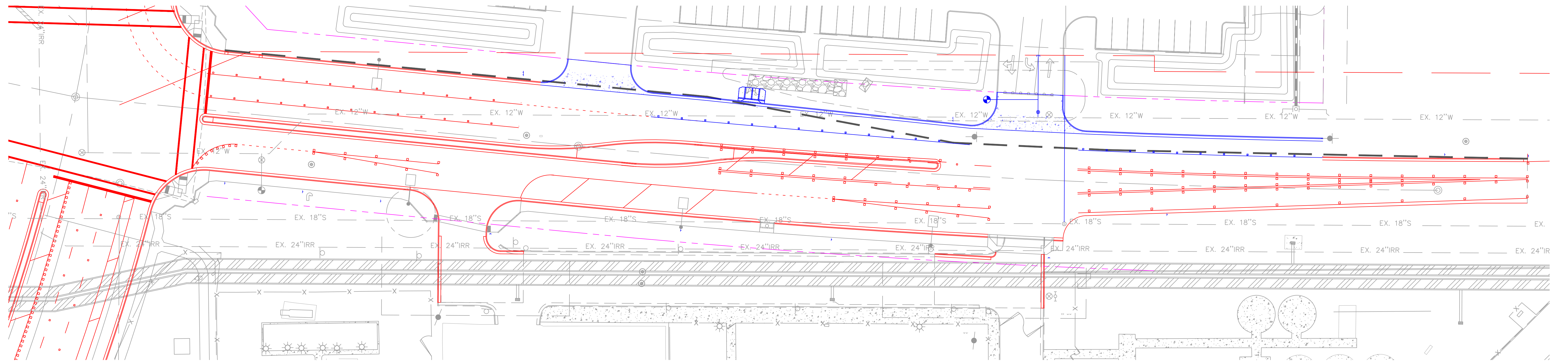
Ellsworth Road and Queen Creek Road Intersection Improvements Description

The Town will improve portions of Ellsworth Loop Road, Ellsworth Road and Queen Creek Road as part of CIP Project I0010. The improvements will consist of removal of existing pavement and traffic signals and construction of new asphaltic concrete pavement, concrete curb and gutter, median curb, drainage scuppers and catch basins, drainage retention basins, scupper spillways, a stormwater treatment structure, signing, pavement markings and symbols, new traffic signals, illuminated streetname signs, Q-Street conduits and access vaults, street lights and incidentals and accessory construction. The project limits are three lanes south bound from approximately 300 feet south of Fulton Parkway to Walnut Street including improvement of a west approach at Walnut Street and three lanes north bound from Walnut Street to about 100 feet north of Queen Creek Road then tapering down to two north bound lanes by Fulton Parkway. A raised curbed median will be improved with turn openings for adjacent development. Improvements along Queen Creek Road include a new five lane roadway for approximately 300 feet with raised median, then tapering down to one lane each over 500 feet to match existing pavement width. New driveway improvements to serve Queen Creek Middle School are included as are electrical distribution undergrounding conversion work in conflict with the re-aligned Queen Creek Road. The work involves re-alignment of both Ellsworth Road and Queen Creek Road to improve safety. The work further includes landscaping work along the east and south sides of the intersection to block confusing sight lines and improve aesthetics.



ELLSWORTH RD

- CIP PROJECT
- OFF-SITE IMPROVEMENTS
- CIP LIMIT OF CONSTRUCTION



QUEEN CREEK RD

**EXHIBIT D
OFF-SITE IMPROVEMENTS DESCRIPTION**

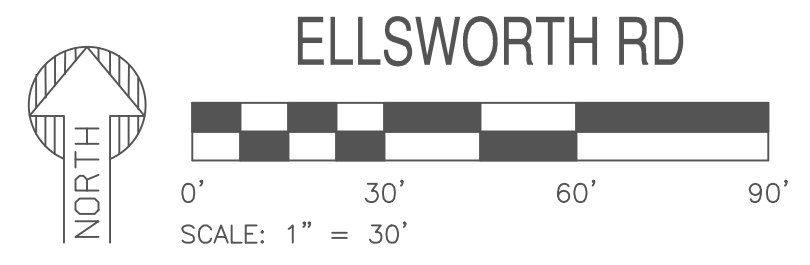
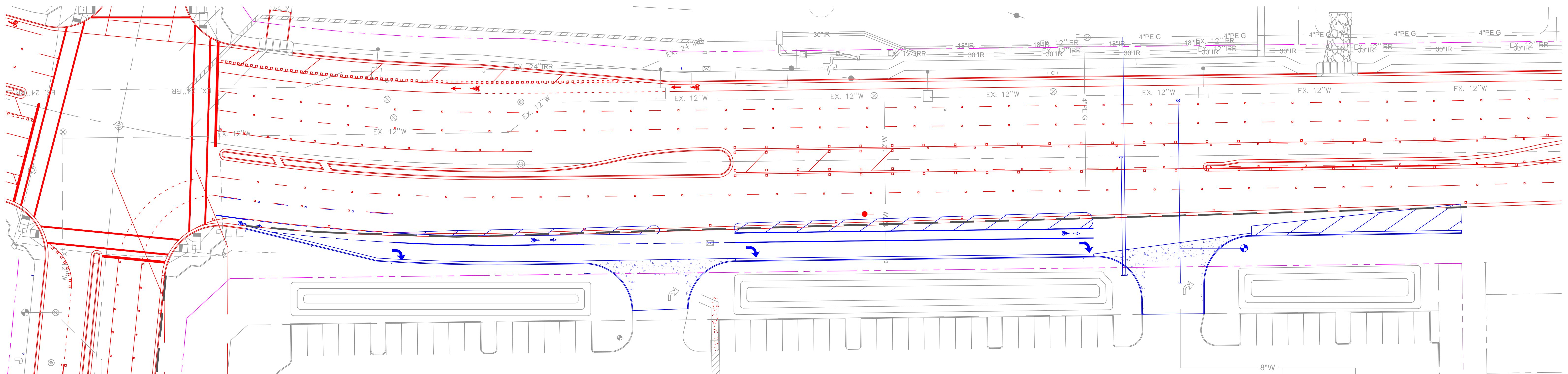
[see attached]

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

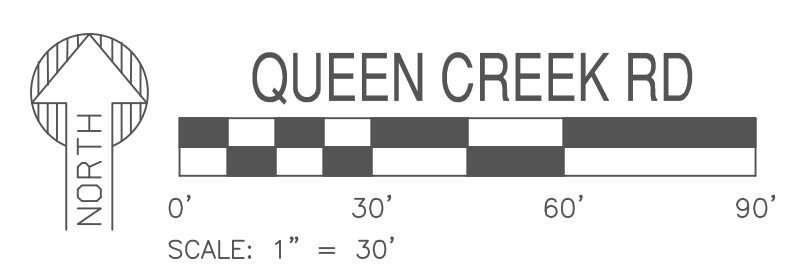
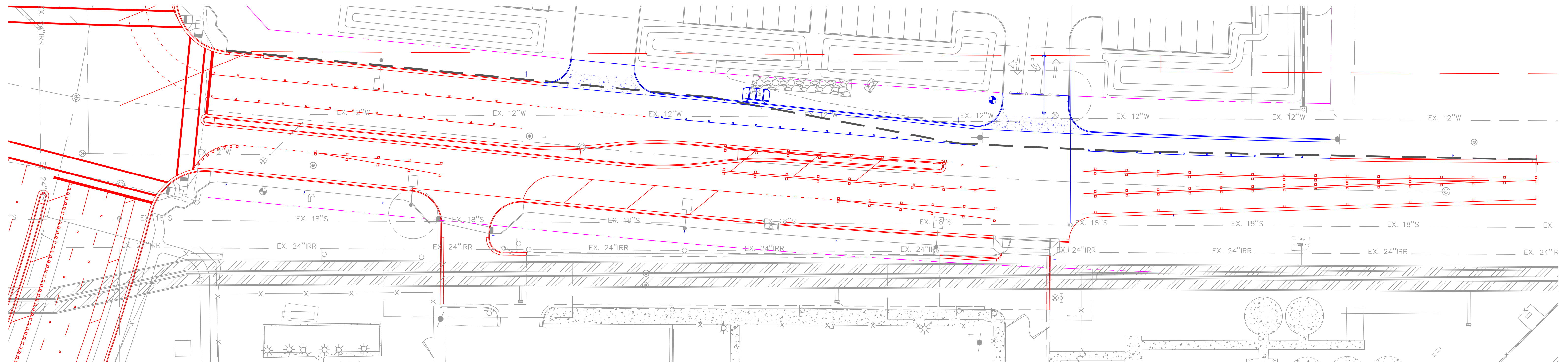
Exhibit D

Development Offsite Improvements to Ellsworth Road and Queen Creek Road Description

The development “Shops at Terravella” being developed by Ellsworth and Queen Creek, LLC in conformance with Town code will improve portions of Ellsworth Road and Queen Creek Road in conjunction with the Town CIP project I0010. The offsite improvements will consist of construction of new asphaltic concrete pavement, concrete curb and gutter, turn lanes, driveway entrances, drainage scuppers and / or catch basins, drainage retention basins, scupper spillways, signing, pavement markings and symbols, ITS conduits and access vaults (along Queen Creek Road), and incidentals and accessory construction associated with that work. The project limits along Ellsworth Road include completion of the easternmost outside (a.k.a. third) northbound lane along Ellsworth Road from just north of Queen Creek Road to the development’s north property limit adjacent to and abutting the Town’s CIP project limit. Improvements along Queen Creek Road include completion of the northernmost outside (a.k.a. second) westbound lane from the eastern property limits to about 325 feet east of the Ellsworth Road intersection adjacent to and abutting the Town’s CIP project limit. The improvements include the exterior bike lanes along both respective streets within the project limits. Sidewalks and landscaping as well as additional drainage work behind the east and north curbs will be constructed by the developer as part of the onsite improvements and is not a part of this project.



- CIP PROJECT
- OFF-SITE IMPROVEMENTS
- CIP LIMIT OF CONSTRUCTION



**EXHIBIT E
ADDITIONAL RIGHT-OF-WAY**

[see attached]

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)



JANUARY 30, 2018
PROJECT # 005987

**LEGAL DESCRIPTION
TOWN OF QUEEN CREEK – ELLSWORTH ROAD AND QUEEN CREEK ROAD INTERSECTION
RIGHT-OF-WAY ACQUISITION
APN 304-62-941A**

A PORTION OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. 2017-0178726 RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10, BEING A 3 INCH TOWN OF QUEEN CREEK BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTH QUARTER CORNER THEREOF, BEING A CALCULATED POSITION PER BOOK 1143 OF MAPS, PAGE 21, RECORDS OF MARICOPA COUNTY, ARIZONA, BEARS SOUTH 89°42'53" EAST, A DISTANCE OF 2627.82 FEET;

THENCE SOUTH 89°42'53" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 94.27 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°17'07" EAST, A DISTANCE OF 55.46 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 42°52'48" WEST, A DISTANCE OF 37.56 FEET;

THENCE NORTH 00°42'23" WEST, A DISTANCE OF 43.72 FEET;

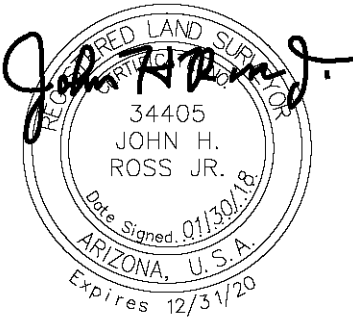
THENCE SOUTH 42°33'47" EAST, A DISTANCE OF 37.47 FEET;

THENCE SOUTH 84°25'11" EAST, A DISTANCE OF 205.37 TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS WHICH BEARS NORTH 5°34'49" EAST A DISTANCE OF 5895.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°34'34", AN ARC DISTANCE OF 470.84 FEET;

THENCE NORTH 89° 42' 53" WEST, ALONG A LINE PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF NORTH QUEEN CREEK ROAD, A DISTANCE OF 673.58 FEET TO THE **POINT OF BEGINNING**.

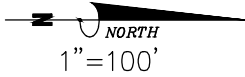
SAID PARCEL CONTAINS 12,388 SQUARE FEET OR 0.284 ACRES, MORE OR LESS.



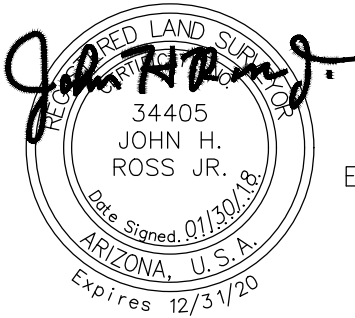
Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

SOUTHWEST CORNER
SECTION 10
T2S, R7E, G&SRM
FOUND 3" T.O.Q.C.
BRASS CAP IN HANDHOLE
(POINT OF COMMENCEMENT)

POINT OF BEGINNING



Line Table		
Line #	Direction	Length
L1	S89°42'53"E	94.27'
L2	N00°17'07"E	55.46'
L3	N42°52'48"W	37.56'
L4	N00°42'23"W	43.72'
L5	S42°33'47"E	37.47'



EX. 33'
ROW

N89°42'53"W 2627.82'

QUEEN CREEK ROAD

N89°42'53"W 673.58'
L=470.84 R=5895.00 D=04°34'34"

APN 304-62-941A
ELLSWORTH & QUEEN CREEK, LLC
DOC. NO. 2017-0178726, M.C.R.

PROPOSED ROW
ACQUISITION
12,388 SQ.FT.
OR 0.284 ACRES,
MORE OR LESS

LEGEND

- ROW RIGHT OF WAY
- M.C.R. MARICOPA COUNTY RECORDER
- APN ASSESSOR PARCEL NUMBER
- T.O.Q.C. TOWN OF QUEEN CREEK
- EX. EXISTING

APN 304-62-940A
QCE RESIDENTIAL LAND LP
DOC. NO. 2017-0057739, M.C.R.

APN 304-62-940A
QCE RESIDENTIAL LAND LP
DOC. NO. 2017-0057739, M.C.R.

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

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

[see attached]

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)



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: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

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

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

EXHIBIT F-2
BUDGET: OFF-SITE IMPROVEMENT COSTS

[see attached]

Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)



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: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

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

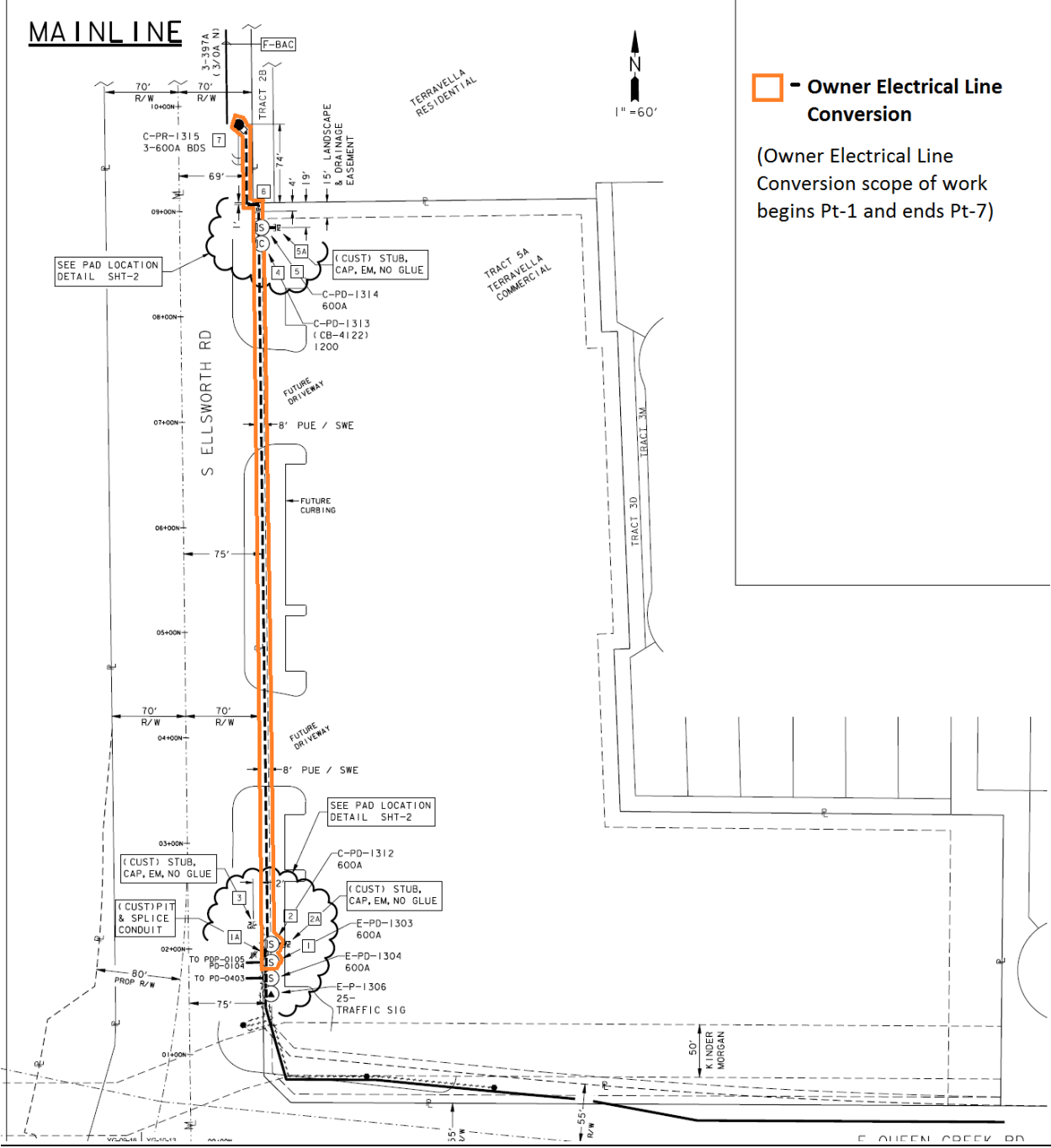
	TOQC	Aspen Group	Total Amount
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EXHIBIT G
TOWN ELECTRICAL LINE RELOCATION, TOWN ELECTRICAL LINE
CONVERSION & DEVELOPER ELECTRICAL LINE CONVERSION

[see attached]

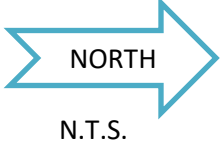
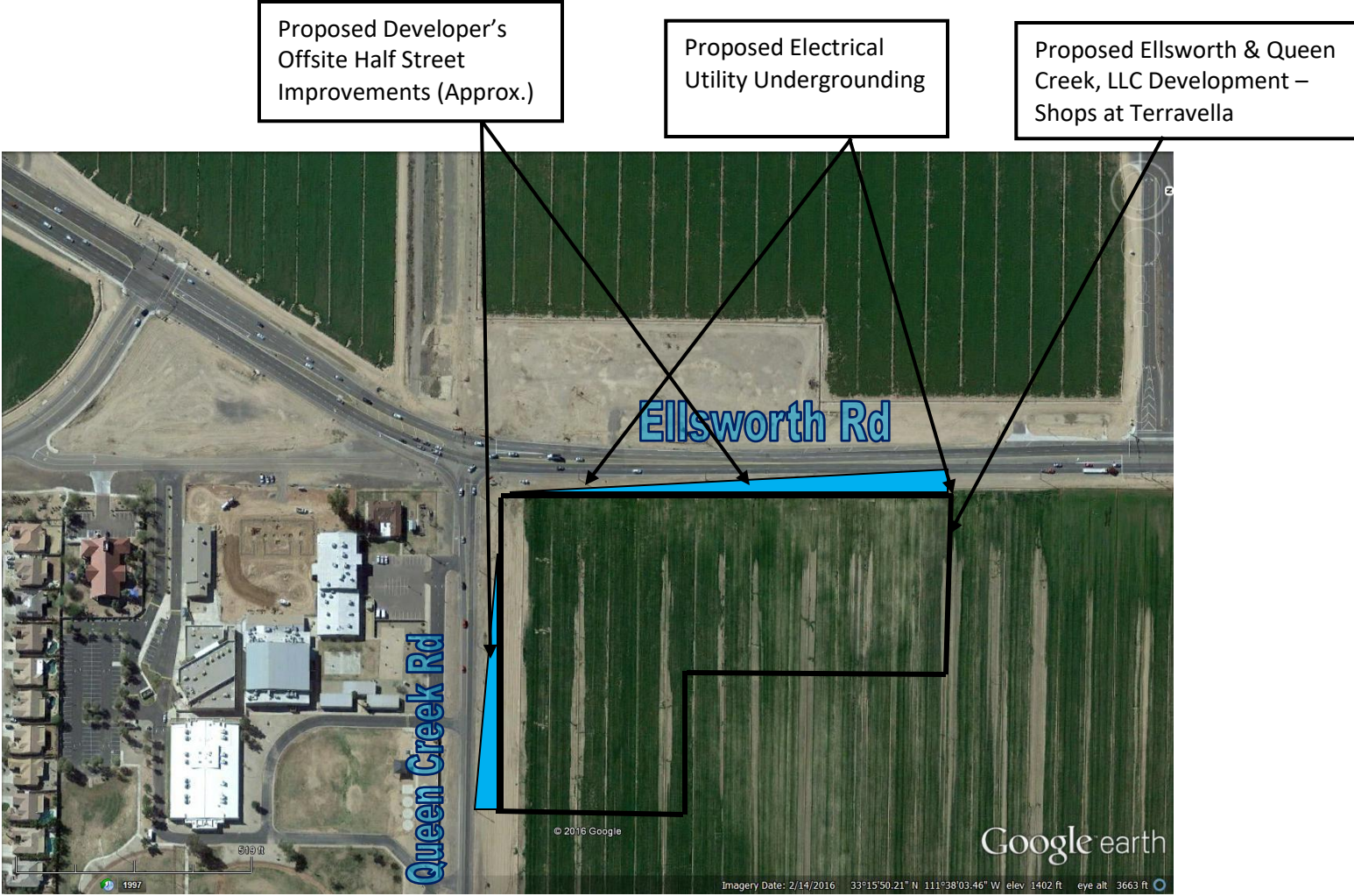
Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

Exhibit F



Attachment: a. Development Agreement (Development Agreement - Ellsworth & Queen Creek LLC)

Attachment 2 – Development Agreement - Project Site Location Exhibit



Attachment: b. Site Map (Development Agreement - Ellsworth & Queen Creek LLC)



Requesting Department

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: BRETT BURNINGHAM, PLANNING ADMINISTRATOR AND SARAH CLARK, SENIOR PLANNER

RE: Consideration and possible approval of the reappointment of Thomas Schuett to the Board of Adjustment.

DATE: March 20, 2019

Staff Recommendation:

1. Move to reappoint Thomas Schuett to the Board of Adjustment for a 2-year 5-month term.

Relevant Council Goal(s):



Effective Government

Proposed Motion:

1. Move to reappoint Thomas Schuett to the Board of Adjustment for a 2-year 5-month term.

Discussion:

The Board of Adjustment is composed of five members with staggered term expiration dates. The Board of Adjustment meets on an "as-needed" basis to hear and decide appeals from the decisions of the Planning Administrator and for variances from the terms of the Zoning Ordinance. The purpose of requesting to reappoint Thomas Schuett to a 2-year and 5-month term is in order to put all reappointments to the Board on a annual August 31st reappointment schedule. This schedule is consistent with the Planning and Zoning Commissioner appointment schedule as required by the Town Code.

The term for Board Member Thomas Schuett is due to expire on March 31, 2019. If the reappointment of Board Member Schuett is approved, his term would extend to August 31, 2022. The term for service on the Board of Adjustment is typically three years, and members may be reappointed at the discretion of the Council.

Board Member Schuett has had a good attendance record and has been an active participant in the deliberations of the Board and during training sessions.

Thomas Schuett's Notice of Interest Form is provided as an attachment to this staff report.

Below is the proposed term dates for the recommended Board of Adjustment Member:

<u>BOARD MEMBER:</u>	<u>REAPPOINTMENT DATE:</u>	<u>TERM EXPIRES:</u>
Thomas Schuett	March 20, 2019	August 31, 2022

Fiscal Impact:

There is no fiscal impact associated with making appointments to the Town's Board of Adjustment.

Alternatives:

The Town Council could choose to not reappointment the recommended individual and request that Staff present alternative appointments at the next Town Council Meeting.

Attachment(s):

Notice of Interest Form - Thomas Schuett



RECEIVED
MAR 07 2016
BY: [Signature]

Town of Queen Creek Notice of Interest

The Town of Queen Creek depends on its citizens to help advance the community toward its goals. Residents can participate in local decision-making by serving on volunteer boards, commissions, committees and task forces. In most cases, volunteer members act in an advisory capacity making recommendations to the Town Council.

Appointments are made by approval of the Town Council. If you would like to be considered for an appointment, complete this form, attach a resume or letter about yourself and return all documents to:

Town of Queen Creek
Town Clerk's Office
22350 S. Ellsworth Road
Queen Creek, AZ 85142
Fax: 480-358-3001

Please type or print

Application Date: March 7, 2016

Name: THOMAS M. SCHUETT
First Middle Last

Home Address: 19324 SONOQUI BLVD Queen Creek, AZ

Mailing Address (if different from home address): _____

Occupation: RANGE OFFICER

Home Telephone: 480 987-3798 Work Telephone: CELL: 602 510 2041

Best Time to Call: 7-6 (a.m. or p.m.)

Home Fax: _____ Work Fax: _____

E-Mail Address: PROMADRES@COX.NET

How long have you lived in Queen Creek? SINCE 1998

Are you a registered voter? Yes No

Do you live within the Town's incorporated limits? Yes No

Have you participated in the Queen Creek Citizen Leadership Institute? Yes No

If yes, did you graduate? Yes No

Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

BUDGET, FIRE Dept. WATER Co. - Board of Adjustments

Attachment: Notice of Interest Form - Thomas Schuett (Board of Adjustment Reappointment - Schuett)

I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

- Board of Adjustment
- Economic Development Commission
- Parks and Recreation Advisory Board
- Planning and Zoning Commission
- Town Center Committee
- Transportation Advisory Committee
- Other _____

*Note: Some citizen committees might be full at this time; indicated interest does not guarantee an appointment.

Please describe why you would like to serve on this board, committee, commission, etc.

I am interested in the future of development.

Please describe special knowledge or expertise you have that would benefit the Town.

I have over 30 years of banking and finance experience and know a lot about construction.

Please list community, civic, professional, social, cultural or athletic organizations you have been affiliated with and in what capacity.

Past president of the Phoenix Credit Union of Greater Phoenix, Director Arizona Council on Economic Education

Are you available for evening meetings? Yes No

Are you available for morning meetings? Yes No *some days*

Are you available for lunch meetings? Yes No *some days*

Are there days of the week you are NOT available for meetings? (Check all that apply)

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

I hereby acknowledge that all information provided on this application is subject to disclosure pursuant to the Arizona Public Records Law. I understand that members of boards, commissions, committees and task forces are subject to disclosure of conflicts of interest. I certify that the information contained herein is true and accurate to the best of my knowledge.

Note: Notice of Interest forms will be kept on file for 12 months. After that, they will expire and applicant's will need to submit a new form.

Applicant's Signature *Thomas Schuett*

FOR OFFICE USE ONLY	
Committee/Commission	_____
New Appointment <input type="checkbox"/>	Re-Appointment <input type="checkbox"/>
Date Appointed/Re-Appointed	_____
Term Expiration	_____
Date of Resignation (if applicable)	_____

Form updated — Sept. 11

Attachment: Notice of Interest Form - Thomas Schuett (Board of Adjustment Reappointment - Schuett)



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 the appointment of Jesse Roth to the Transportation Advisory Committee.
DATE: March 20, 2019

Staff Recommendation:

The Mayor recommends approval of the appointment of Jesse Roth to the Transportation Advisory Committee.

Relevant Council Goals:



Strategic Priority: Safe Community- KRA: Community Involvement

Proposed Motion:

Move to approve the appointment of Jesse Roth to the Transportation Advisory Committee.

Discussion:

Currently, the Transportation Advisory Committee (TAC) has eight voting members, and two non-voting Council liaison members. According to the Town's Standard Form Bylaws, Town committees may have a minimum of seven and a maximum of eleven voting members, as long as an odd number of voting members is maintained. The approval of these appointments will bring the TAC up to nine voting members.

The committee has one vacant seat. Todd Broadhead previously held the vacant seat whose term expires on August 31, 2020. The appointment of Jesse Roth will replace the vacant seat and their new term will expire on August 31, 2020.

The Mayor has reviewed applications and recommends the appointment of Jesse Roth to the Transportation Advisory Committee.

The newly appointed member may be re-appointed at the discretion of the Council at the time their appointment term ends.

The next TAC meeting is scheduled for May 10, 2018

Fiscal Impact:

There is no fiscal impact associated with making appointments to the Transportation Advisory Committee.

Alternatives:

1. The Town Council could choose not to approve the appointments and request that alternative appointments be presented for consideration.
2. The Town Council could choose to appoint just one of the recommended appointments and maintain the committee membership at seven voting members.

Attachment(s):

A. Roth, Jesse NOI From

Submitter DB ID 19574
 IP Address 172.24.96.111
 Submission Recorded On 11/14/2018 9:23 pm
 Time to Take the Survey 0 minutes, 1 secs.

Received

NOV 20 2018

Town of Queen Creek

Page 1

The Town of Queen Creek depends on its citizens to help advance the community toward its goals. Residents can participate in local decision-making by serving on volunteer boards, commissions, committees and task forces. In most cases, volunteer members act in an advisory capacity making recommendations to the Town Council.

Appointments are made by approval of the Town Council. If you would like to be considered for an appointment, complete this form, attach a resume or letter about yourself and return all documents to:

Town of Queen Creek

Town Clerk's Office

22350 S. Ellsworth Road

Queen Creek, AZ 85142

Fax: 480-358-3001

[\[PDF version of this form\]](#)

1. Date

11/14/2018

2. Name

First Jesse

Middle Not answered

Last Roth

3. Home Address

22551 E Tierra Grande

4. Mailing Address (if different than home address)

Not answered

5. Occupation

Self Employed

6. Phone

Home Phone (971) 242-9487

Work Phone Not answered

Best time to call (a.m. or p.m.) any time

Fax number Not answered

7. Email Address

jesserroth@gmail.com

8. How long have you been a resident of Queen Creek?

2.5 years

9. Are you a registered voter?

Attachment: A. Roth, Jesse NOI From (TAC Appointment)

Yes

10. Do you live within the Town's incorporated limits?

Yes

11. Have you participated in the Queen Creek Citizen Leadership Institute?

Yes

12. If yes, did you graduate?

No

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

I have not served on any of these, however I am in the Queen Creek Citizen Leadership Institute currently, and attended the TAC meeting on Thursday, November 8th. I had several members approach me and encourage me to apply for the currently open spot on the committee. I am very interested in th opportunity!

Most of my committee and task force opportunities have been through school districts in the past.

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

- Board of Adjustment Not answered
- Economic Development Commission Not answered
- Municipal Arts Commission Not answered
- Parks and Recreation Advisory Board Not answered
- Planning and Zoning Commission Not answered
- Transportation Advisory Committee 1

15. Please describe why you would like to serve on this board, committee, commission, etc.

The rapid growth of Queen Creek presents some unique challenges to the transportation system we currently have in place. I am so pleased with the rapid project completion that is happening in Queen Creek and feel that I would add a valuable voice to the committee as we review and move forward with the many more projects quickly approaching. I have a fresh mind and I ask a lot of questions to ensure as many angles as possible are considered for ongoing projects. I also have been looking for an opportunity to volunteer and get involved in my community. I am excited at the thought of being able to provide valuable feedback to ensure that we are making a best decisions moving forward in Queen Creek.

16. Please describe special knowledge or expertise you have that would benefit the Town.

I have extensive equestrian knowledge as well as agricultural knowledge that would be beneficial for considering those unique and important parts of our city's heritage during this time of rapid development. I have also worked extensively with vendors, community organizations, safety and security entities, facilities personnel, and program development through my years working in the school system at the administrative level. Now that I have ventured into building my own business, I am gaining perspective from that angle as well.

17. Please list community, civic, professional, social, cultural or athletic organizations you have been affiliated with and in what capacity.

I have been heavily involved in the education world - specifically as a school administrator - for several years, which brings a working knowledge of how a community works together to achieve great, city-wide, impactful results. I have also been involved in the equestrian field for the last 21 years, bringing that aspect into consideration for our large equestrian population. I am an Eagle Scout and went through the Scouting system where I learned about civic duty and citizenship - both of which I am passionate about. I am a member of the American Quarter Horse Association and Certified Horsemanship Association. I have been a member of the Arizona Agriculture Teachers Association and Arizona School Administrators Association.

Attachment: A. Roth, Jesse NOI From (TAC Appointment)

18. Are you available for evening meetings?

Yes

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

Yes

21. Are there days of the week you are not available for meetings? (Check all that apply)

Not answered

22. Resume

[Resume.pdf](#)

I hereby acknowledge that all information provided on this application is subject to disclosure pursuant to the Arizona Public Records Law. I understand that members of boards, commissions, committees and task forces are subject to disclosure of conflicts of interest. I certify that the information contained herein is true and accurate to the best of my knowledge.

Note: Notice of Interest forms will be kept on file for 12 months. After that, they will expire and applicant's will need to submit a new form.

23. Signature

Jesse Roth

This question is marked as sensitive.

Attachment: A. Roth, Jesse NOI Form (TAC Appointment)



Requesting Department

Utilities

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: PAUL GARDNER, UTILITIES DIRECTOR

RE: Consideration and possible approval of Resolution 1256-19 repealing Resolution 1204-18 and adopting a revised policy on the application of groundwater credits to subdivisions enrolled in the Central Arizona Groundwater Replenishment District.

DATE: March 20, 2019

Staff Recommendation:

Staff recommends approval of Resolution No. 1256-19 repealing resolution No. 1204-18, and adopting a revised policy on the application of groundwater credits to subdivisions enrolled in the Central Arizona Groundwater Replenishment District (CAGRDR). The proposed policy revision would apply groundwater credits to at least 100% of the subdivision's groundwater use in any given year. In cases where a subdivision's groundwater use exceeds the remaining groundwater credits available, 100% of the available groundwater credits would be applied, leaving the balance of the groundwater use the responsibility of the property owner.

Going forward, groundwater extinguishment credits (GWECs) will be used to replenish groundwater water credit balances for all Pre-2004 subdivisions in amounts greater than their anticipated groundwater use in any given future year.

Relevant Council Goal(s):



Effective Government



Secure Future: KRA Environment

Proposed Motion:

Motion to approve Resolution No. 1256-19.

Discussion:

Town Council has taken a very active role in managing the Town's water resource future over the last several years and is moving toward a model that will be less expensive for our customers. This approach will also increase both the resiliency of Queen Creek and our regional economy in keeping our long-term water resource costs manageable. Council and staff have been working very closely on the implementation of policies and actions necessary in order to attain a long-term assured water supply for Queen Creek residents and for the customers of its water system.

Historic Background

The Town of Queen Creek operates a water system that currently serves over 29,000 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 CAGRD. 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.

Current Update

A big step was taken last year with Council's approval of Resolution 1204-18 that established a policy that would apply available groundwater credits to Pre-2004 CAGR D Subdivisions over a 5-year period taking into account current groundwater credits available and current groundwater use rates by subdivision. This policy affected thousands of Pre-2004 parcels, saving the customers both directly and indirectly approximately \$900K in CAGR D Assessments.

Since the 2018 policy was adopted, the Town Council has also made significant progress toward the establishment of its long term-term water resource portfolio in the acquisition of additional water resources. Most recently, the Town has acquired 175,000 Acre Feet (AF) of GWECs. Staff is recommending that these credits be used to accelerate the use of Pre-2004 CAGR D Subdivision groundwater credits and backfill the used credits in the future with GWECs.

This policy revision before Council represents the latest of several ongoing discussions the Town Council has had on the issue of CAGR D groundwater credits. Most recently, Town staff discussed this topic at the March 2nd Town Council Strategic Planning Session.

For this current fiscal year, the groundwater credit that was applied to each subdivision was the lesser of 100% or the amount of the credit to bridge an anticipated 5 year transitional period. The proposed policy revision will accelerate the use of groundwater credits to 100% of the subdivision's aggregate groundwater use in any given year. In cases where a subdivision's groundwater use exceeds the remaining credits available, 100% of the available credits would be applied, leaving the balance of the groundwater use the responsibility of the individual property owner. Going forward, GWECs will be used to replenish the groundwater water credits for all Pre-2004 Subdivisions in amounts greater than their anticipated groundwater use in any given future year.

Next Steps

Staff is currently working on the CAGR D reports for 2019 and anticipates that they will be completed within the next several weeks. Once those reports have been completed

and submitted to CAGR D, staff will be presenting the final results and a proposed communication plan at a future Council meeting in April/May of 2019.

Projected Calendar:

March 20, 2019 Town Council Meeting	Approval of Credit Policy
March 31, 2019	CAGR D Report Due
April – June 2019	CAGR D / Town Reconcile Reported Usage and Finalize Assessments
April – May 2019	Town Council Meeting Presentation and Communication
August 2019	Maricopa County Certifies CAGR D Assessments
June – December 2019	Application of GWECs to Pre-2004 Subdivision with Groundwater Credit Deficits

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 CAGR D 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 CAGR D 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 total CAGR D Assessments for 2019 will drop by approximately \$1.1M compared to 2018. In addition, a future strategy could include the expanded use of GWECs to Post-2004 CAGR D Subdivisions resulting in additional system-wide savings. A summary of the estimated impact is identified in the following table:

	2017	2018	2019*	2020*
CAGR D Credits	\$2.9M	\$3.9M	\$5.3M	\$3.3M

Used				
GWECs Used**	-	-	-	\$4.6M
CAGRD Assessment	<u>\$3.9M</u>	<u>\$3.6M</u>	<u>\$2.5M</u>	<u>\$0.0M</u>
Total	\$6.8M	\$7.4M	\$7.8M	\$7.8M
Savings		\$0.3M	\$1.1M	\$2.5M
Cumulative Savings		\$0.3M	\$1.4M	\$3.9M
Customers Impacted		13.4K	13.4K	29.3K***

* 2018 Water Use Held Constant

** GWECs or Equivalent - May Require IGAs to Put GWECs in Use to this Degree

*** Assumes Implementation of System Wide Benefit Strategies

Savings Summary of Affected Subdivisions for 2019:			
Subdivision Name	Lots	AVG Savings	Subdivision Savings
Circle G at Queen Creek IV	83	\$ (383.00)	\$ (31,804.00)
Will Rogers Equestrian Ranch Units 1, 2, 3	143	\$ (200.00)	\$ (28,566.00)
Cortina	1,295	\$ (252.00)	\$ (326,308.00)
Sossaman Estates	781	\$ (289.00)	\$ (226,029.00)
Roman Estates Phase 6	13	\$ (313.00)	\$ (4,070.00)
Emperor Estates Phase 1 and 2	528	\$ (200.00)	\$ (105,651.00)
Roman Estates Phase I & II	55	\$ (255.00)	\$ (14,040.00)
Creek View Ranches	18	\$ (269.00)	\$ (4,840.00)
Arroyo De La Reina	38	\$ (284.00)	\$ (10,800.00)
The Villages at Queen Creek, Phase IIA	1,095	\$ (82.00)	\$ (89,728.00)
Langley Gateway Estates Unit II	312	\$ (119.00)	\$ (37,253.00)
Roman Estates, Phase 3	20	\$ (172.00)	\$ (3,436.00)
Montelena	442	\$ (152.00)	\$ (67,149.00)
Cielo Noche (Egyptian Valley Phases 1 & 2)	179	\$ (89.00)	\$ (15,977.00)
Ranchos Hacienda De Caballos Phase 1	16	\$ (126.00)	\$ (2,012.00)
Victoria Phase 2 Parcel 1	52	\$ (137.00)	\$ (7,115.00)
Orchard Ranchettes II, Phase B, C & D	107	\$ (125.00)	\$ (13,412.00)
Saddlewood	25	\$ (91.00)	\$ (2,282.00)
Sonoqui Creek Ranch Phase 3 (The Meadows)	40	\$ (62.00)	\$ (2,471.00)
Cloud Creek Ranch	26	\$ (526.00)	\$ (13,669.00)
Wayne Ranch	424	\$ (95.00)	\$ (40,115.00)
Pecan Creek North	1,321	\$ (64.00)	\$ (84,193.00)
The Villages at Queen Creek Phase II	88	\$ (110.00)	\$ (9,707.00)
Las Praderas (Kenworthy & Ocotillo)	274	\$ (60.00)	\$ (16,470.00)
Golf View Estates	80	\$ (18.00)	\$ (1,465.00)
Meadow Vista	233	\$ (13.00)	\$ (3,078.00)
	7,688	\$ (151.00)	\$ (1,161,637.00)

Alternatives:

Many alternatives 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 - 5 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 and it would be consistent with the implementation of Queen Creek's long-term water resource strategy goal of 5 years.

Option B could have a significant impact on customers in that their CAGR D assessments could change dramatically. 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 revision 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, and best use of the water resources that have been acquired to date.

Attachment(s):

Resolution 1256-19

RESOLUTION 1256-19

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA REPEALING RESOLUTION 1204-18, AND ADOPTING A REVISED 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 29,000 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;

WHEREAS, the Council of the Town of Queen Creek adopted Resolution 1204-18 on March 21, 2018, immediately establishing a policy on the application of groundwater credits to Pre-2004 Subdivisions enrolled into the CAGRDR;

WHEREAS, the policy established by Resolution 1204-18 set the application of available groundwater credits over a 5-year period taking into account current groundwater credits available and current groundwater use rates by subdivision;

WHEREAS, the Town of Queen Creek has acquired a significant Water Resource in Fiscal Year 2018/19, including 175,000 Acre feet of Groundwater Extinguishment Credits (GWECs);

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

Resolution 1204-18 is repealed in its entirety.

A policy is established that for Pre-2004 Subdivisions enrolled in CAGRDR, which have available groundwater credits, shall have those credits applied to 100% of their subdivision's aggregate annual groundwater use. If the available groundwater credit balance will not cover 100% of the subdivision's current groundwater annual use, then 100% of the available groundwater credits shall be utilized and exhausted.

In the future, for each Pre-2004 Subdivision, staff shall be authorized to apply and/or dedicate GWECs in an amount necessary to cover at least 100% of the anticipate groundwater use for each Pre-2004 Subdivision in each future year.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona this 20th day of March 2019.

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 1256-19 (CAGRDR Groundwater Credit Policy)



Requesting Department

Finance

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: SCOTT MCCARTY, FINANCE DIRECTOR
RE: Discussion and follow up regarding wastewater rate reduction, including winter average effective date.
DATE: March 20, 2019

At the Town Council Strategic Planning session, a discussion occurred about reducing our wastewater rates. The intention of this agenda item is to raise several related issues that have surfaced since that discussion. We are looking for the Town Council feedback and direction on these issues, no formal action is required at this time. Formal action is expected to occur on May 1 to reduce the wastewater rate effective on the July bill.

Recommended Allocation of \$2M Annual Revenue Capacity

Town staff recently completed an evaluation of our monthly wastewater rates. The last time these rates were formally reviewed was 2010. The review just completed resulted in the determination that approximately \$2 million in revenue capacity exists annually. The following schedule summarizes the staff recommendation regarding this capacity, based on discussion and direction received from the Town Council.

1.Increase Operating Reserve	\$350K
2.Create Repair and Replacement Reserve	\$750K
3. Reduce Monthly Rates (10%)	<u>\$700K</u>
TOTAL	\$1.8M

Wastewater Rate Reduction / Delay Effective Date of Winter Average

Several options exist regarding how to reduce monthly wastewater rates. Options include reducing the base rate, reducing the cost per 1,000 of gallons of wastewater,

reducing the 90% factor associated with the winter average, or any combination of these three items.

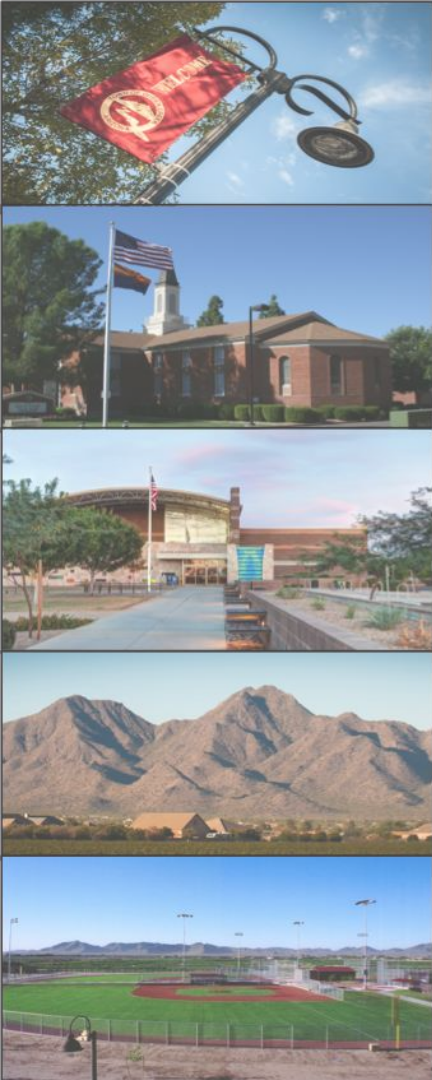
At the Strategic Planning Session, Town staff did get into these specifics about how to reduce rates by 10% and, as such, did not raise the timing of how this rate reduction would affect the annual update to the winter average.

Water consumption is metered by account but the wastewater flow is not. As a result, residential rates are based on a winter average. The winter average is calculated as 90% of the monthly average water consumed from the preceding December, January, and February. Using 90% of actual water consumed serves as a discount for the water consumed that does not flow to the treatment plant - mainly outdoor use such as watering lawns, plants, or filling a swimming pool.

Typically, the winter average is updated on the March bill. Given the options raised above, Town staff is recommending we delay the effective date of the winter average to July (from March) to allow time to develop the 10% rate reduction recommendation.

Attachment(s):

Presentation



FOLLOW UP RE. WASTEWATER RATE REDUCTION, INCLUDING WINTER AVERAGE EFFECTIVE DATE

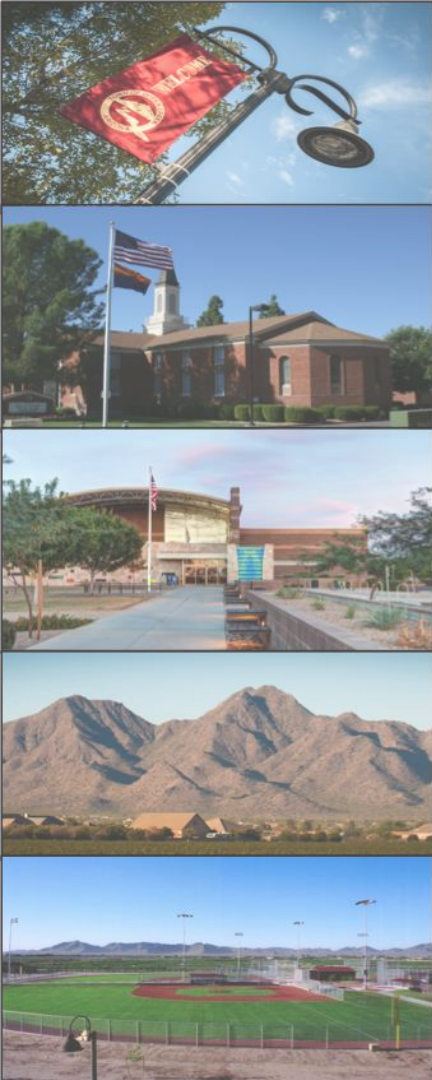
Town Council Meeting

March 20, 2019

Purpose of Presentation

Follow Up from March 2nd Town Council Strategic Planning Session Regarding:

1. Recommended Allocation of \$2M Annual Revenue Capacity
2. Effective Date of 10% Rate Reduction and Winte Average



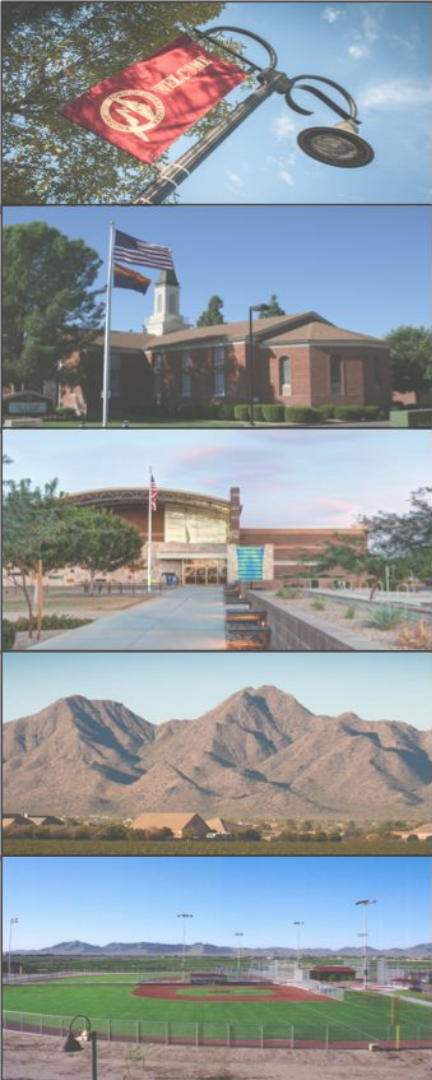
BACKGROUND – WASTEWATER RATES

7.D.a

- Last Rate Study Completed in 2010
- Study Results: A Projected Capacity Fee Shortfall During the Great Recession Triggered a 43% Aggregate Rate Increase Ending in 2014
 - From 2011 to 2014, Monthly Rates were Increased 9.5% Annually

Attachment: Presentation (Wastewater rate reduction)

Packet Pg. 95



CURRENT WASTEWATER RATE STUDY

7.D.a

- Study Results: \$2M Annual Revenue Capacity Exists
 - ~12K Residential Accts, ~250 Commercial Accts
- Recommendations
 1. Increase Reserves
 2. 10% Rate Reduction
 - \$51.36 Annual Reduction on “Average Bill”
 - \$4.28 Per Month from \$42.80 to \$38.52

Attachment: Presentation (Wastewater rate reduction)

STRATEGIC PLANNING SESSION

1. Increase Reserve Policy in Water and Wastewater to Improve Cash Liquidity and Rate Stability

<u>Reserve Type</u>	<u>Recommended Policy</u>	<u>Water</u>	<u>Wastewater</u>
Operating	One Year of Operating Expenses*	\$17M	\$4M
R&R	1.5x Annual Depreciation	\$4M	\$4M

Attachment: Presentation (Wastewater rate reduction)

*Current Policy is 10% of Annual Revenues

STRATEGIC PLANNING SESSION

(CONTINUED)

2. Recommended Allocation \$2M Annual Revenue Capacity

1. Increase Operating Reserve	\$350K
2. Create R&R Reserve	\$750K
3. 10% Rate Reduction	<u>\$700K</u>
Total	\$1.8M

EXISTING RATE STRUCTURE

1. Base Rate	\$10.25	\$10.25
2. Consumption Winter Monthly Average* 90% Flow Factor \$4.82 per 1,000 Gallons	7,500 Gallons* x 90% = 6,750 Gallons \$4.82 x 6.75 =	\$32.55
Average Monthly Bill		\$42.80

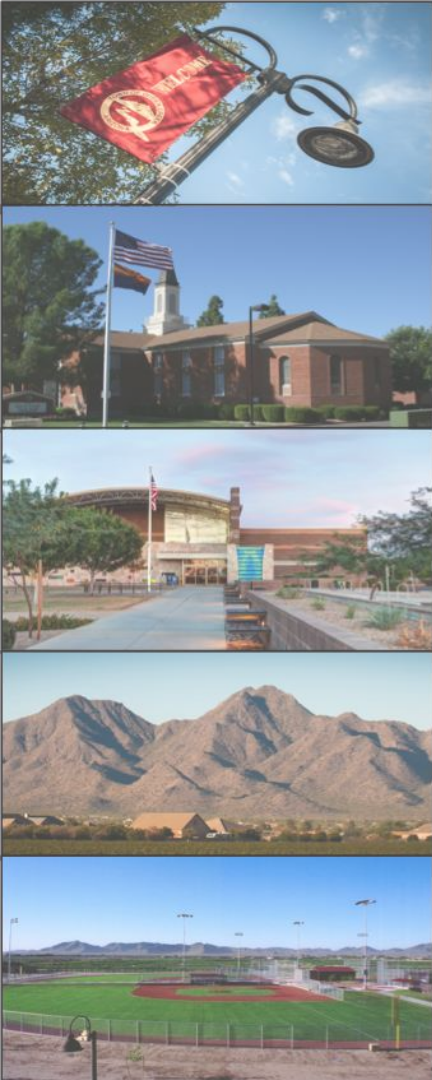
Potential Options to Reduce Rates:

- Reduce 90% Flow Factor
- Reduce \$4.82 Rate per 1,000 Gallons
- Reduce Base Rate

Attachment: Presentation (Wastewater rate reduction)

Action Items

- Change the Effective Date of the Winter Average from March to July
 - Allows Time to Analyze New Average
 - Full Year at New Revenue Amount
- Communicate New Effective Date Change to Customers
- Finalize Rate Structure Recommendation to Achieve 10% Revenue Reduction



Proposed Calendar

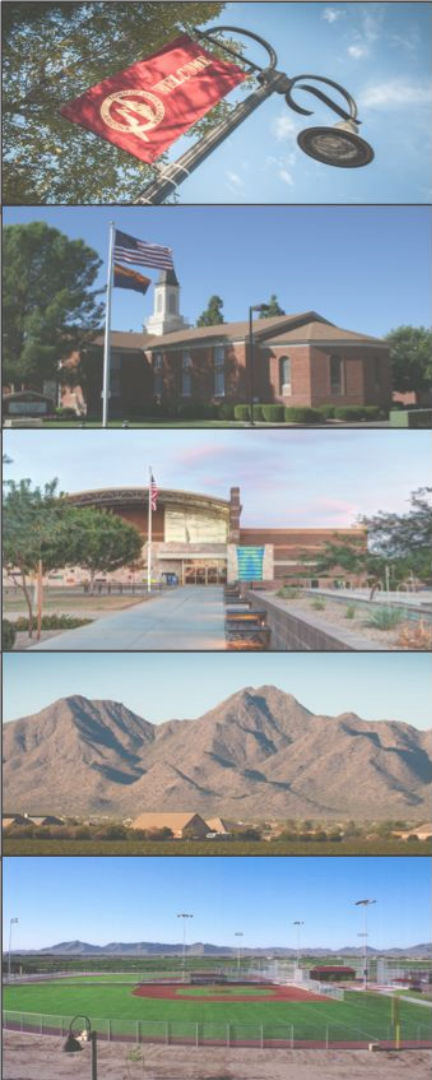
May 1st Town Council Meeting

Adopt Resolution re. Reduced Wastewater Rates

July Utility Bill

1. New Winter Average
2. Reduced Wastewater Rates

Attachment: Presentation (Wastewater rate reduction)



DISCUSSION AND QUESTIONS



Requesting Department

Public Works

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: TROY WHITE, PUBLIC WORKS DIRECTOR

RE: Discussion and possible approval of an on call Project Order #6 with T.Y. Lin International in an amount not to exceed \$912,882 for the engineering design to improve portions of Meridian Road from Combs Road to Germann Road (CIP Project A1505). (This is a FY2019 budgeted Item)

DATE: March 20, 2019

Staff Recommendation:

Staff recommends approval of the on call Project Order #6 with T.Y. Lin International in an amount not to exceed \$912,882 for the engineering design to improve portions of Meridian Road from Combs Road to Germann Road (CIP Project A1505). (This is a FY2019 budgeted Item.)

Relevant Council Goal(s):



Superior Infrastructure - Capital Improvement Program

Proposed Motion:

Motion to approve the on call Project Order #6 with T.Y. Lin International in an amount not to exceed \$912,882 for the engineering design to improve portions of Meridian Road from Combs Road to Germann Road (CIP Project A1505). (This is a FY2019 budgeted Item.)

Discussion:

The amount not to exceed \$912,881 includes a base contract amount of \$829,892 plus a 10% contingency of \$82,990 for any unanticipated additional design services. This project is in partnership with Pinal County, who will be covering 25% of design costs. This project is budgeted for FY2018/2019, and is part of the 10-year Council approved Transportation Program.

T.Y. Lin International will provide the engineering and design services necessary to prepare final design plans and specifications for improvements to portions of the 4-mile stretch of Meridian Road from Combs Road to Germann Road. Currently, this stretch of

Meridian Road does not provide a continuous north/south route through Town. There are sections of improvements completed by private development and sections with no existing roadway improvements at all. The intent of this design is to 'fill in the gaps' and provide for a uniform one-half principal arterial roadway for the entire length of the project. Construction will be phased to achieve providing a three-lane roadway (one through lane each way plus a left turn lane) coinciding with State Route 24's projected 2022 opening.

The ultimate seven-lane configuration will be completed as adjacent future private development fills in half street improvements along the unimproved roadway segments to effect a fully improved roadway section. This effort will require coordination with current developments underway, future planned private developments, and other concurrent Town projects.

The Town previously hired T.Y. Lin International to perform a feasibility study and preliminary engineering for this section of roadway. In this study, various roadway cross sections were analyzed for fit in the planned right of way of Meridian Road. Information from adjacent roadway projects and private development were used to identify the proposed roadway geometries and potential right of way and easement needs.

Special aesthetic considerations will be given to the Queen Creek Wash crossing and to the southern portion of the project located in the 'Agritainment' district near the Queen Creek Olive Mill.

Project Coordination

This project will be a joint effort with Pinal County, under an IGA approved by Council on July 18, 2018. Under this IGA, the Town will act as project lead, with Pinal County providing design input and reviews throughout the process. Design cost will be shared, with Pinal County paying 25% of design costs. Pinal County has been involved with the previously completed feasibility study, and has reviewed and approved T.Y. Lin International's final design proposal

Fiscal Impact:

The total not to exceed amount of \$912,882 includes the contract amount of \$829,892, and \$82,990 (10%) contingency for possible unanticipated, additional services. Available budget within project A1505 totals \$967,696 prior to the award of this project, and will require no budget adjustment in order to award this contract.

Alternatives:

Council could decide not to move forward with the design at this time. The impact of this alternative action would be a delay in completing the north/south route and potential access to State Route 24 upon its completion. This action would negatively affect traffic movement. Council could also decide to direct staff to divide the design of Meridian Road up into smaller, individual phases. The impact of this action would be the continued fragmentation of the north/south route and risk of not having complete access to the new State Route 24 by 2022.

Attachment(s):

- a. Project Order #6
- b. Site Plan

MASTER ENGINEERING AGREEMENT
PROJECT ORDER: No. Meridian Road – Combs Road to Germann Road
TOQC Proj. No. 006

DATE: March 11, 2019

Issued by: Public Works, CIP

Issued to: T Y Lin International
60 E. Rio Salado Parkway, Suite 501
Tempe, AZ 85281

Project: PROJECT DESCRIPTION
TOQC Proj. No. 006, CIP No. A1505

The 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 2016-117, dated December 21, 2016 between the Consultant and the Town.

GENERAL PROJECT DESCRIPTION AND SCOPE OF CONSULTANT'S WORK:

Background:

The Town is requesting a feasibility and resultant cross-sections for a continuous 7-lane section along Meridian Road between Combs Road and Germann Road.

Scope of Work:

The Consultant will provide the final design services for the paving and widening of Meridian Road as outlined in the Proposal dated March 6, 2019.

PROJECT SCHEDULE:

Services to begin upon Notice to Proceed.

BASIS FOR PAYMENT:

Project costs is \$829,891.82 as outlined in the attached Scope of Work dated **March 6, 2019**.

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

T Y Lin International, an Arizona corporation

Signature

JAMES BARR
Print Name

ASSOCIATE VICE PRESIDENT
Title

MARCH 11, 2019
Date

Attachment: a. Project Order #6 (TY Lin Project Order #6)

March 6, 2019

Mr. Brad Novacek, P.E.
CIP Engineer
Town of Queen Creek
22350 S. Ellsworth Road.
Queen Creek, AZ 85242

Subject: Revised Proposal for Final Design of Meridian Road – Combs Road to Germann Road
TOQC Project No. A1505

Mr. Novacek:

TY Lin International is pleased to present this revised proposal to provide final design services for the paving and widening of Meridian Road between Combs Road and Germann Road. The attached Scope of Work, Professional Fee and Schedule are based on the Scoping meetings held at Town offices on July 23, 2018 and December 12, 2018 with Town and Pinal County staff, as well as subsequent discussions regarding the project scope of work.

For convenience, we have prepared the attached Scope of Work along with a Compensation Proposal (Exhibit "B") that describes the various work tasks and professional fees (\$829,891.82) budgeted for completion of final design services for this project. As discussed at the Scoping meeting, a detailed schedule can be provided upon request and our team is fully aware of the urgency associated with final design components of the project given the timing of SR-24 Extension construction and active development along the corridor.

We look forward to completing this exciting project with the Town of Queen Creek and Pinal County. Should you have any questions regarding the attached proposal, please call us at (480) 968-8814.

Sincerely,
TY LIN INTERNATIONAL



James Barr, PE
Associate Vice President
Project Manager

Cc: Celeste Garza
Carlos Sanchez-Soria
Daniel Fromm

Attachments: (Scope of Work)
(Consultant Cost Proposal)

Attachment: a. Project Order #6 (TY Lin Project Order #6)



March 6, 2019

Mr. Brad Novacek, P.E.
CIP Engineer
Town of Queen Creek
22350 S. Ellsworth Road.
Queen Creek, AZ 85242

Subject: Proposal for Final Design of Meridian Road – Combs Road to Germann Road
TOQC Project No. A1505

Dear Brad:

TY Lin International (Consultant) is pleased to present this proposal to provide final design services for the paving and widening of Meridian Road between Combs Road and Germann Road. The proposed improvements will be designed in a manner to ultimately provide a uniform Principal Arterial standard cross section within the project limits. Various developments located adjacent to the roadway within the project limits have planned, or have already constructed, off-site improvements which will be incorporated into the project design where applicable. Final design services shall also include the widening of Queen Creek Road at the intersection with Meridian Road for approximately 0.25 miles to the east and west to provide for an ultimate intersection configuration at this location. Final design will not include any proposed improvements between approximately ¼-mile south of Ocotillo Road and just south of the Queen Creek Road intersection. At Germann Road, Consultant will tie into improvements being concurrently designed as part of a separate Pinal County project (designer is Dibble Engineering) at the southern curb returns of the intersection.

Included as part of these services is the completion of surveying/aerial mapping, legal descriptions for necessary right-of-way acquisitions, detailed drainage analysis and design, traffic design, geotechnical analysis, utility design and permitting. In addition, detailed coordination will be necessary with several of the adjacent active developments to ensure a uniform typical section and access details are discussed and agreed upon. Consultant's design will be completed in full accordance with the Town of Queen Creek CIP Design Progress Submittal Inclusion Requirements. Detailed description for all tasks to be completed by Consultant is contained in the following.

Tasks

Task 100 – Data Collection and Field Review

A site visit will be conducted by the Consultant and Town staff (if desired) to identify key areas of concern and engineering challenges that might have an impact on the roadway design. The site visit will familiarize us with the following:

- General topography
- Existing utilities
- General drainage conditions
- Adjacent development improvements and recently constructed facilities
- Existing features (roadway striping, adjacent sidewalk ramps, box culverts, etc.)
- Other site features not shown on as-built maps and/or aerial photography

Consultant shall obtain as-built plans from the Town for the improvements along Meridian Road within the project limits as well as off-site improvements plans prepared by each of the adjacent developments (as applicable). In addition, Consultant shall also obtain any previously completed drainage reports and analysis prepared within the project area including the report, and associated hydrologic model, which serves as the basis of Consultant's hydrologic modeling. Finally, Consultant shall also obtain all as-built information for Town

utility facilities such as Town water and sewer, ITS and other facilities installed as part of Town projects such as irrigation improvements associated with the Town/MCDOT TT0538 Riggs Road Improvement Project.

Task 200 – Field Survey, Mapping and Aerial Imagery

TYLIN Sub consultant, EPS Group, will complete aerial mapping and supplemental field topographic surveys of the project area. Aerial mapping limits along Meridian Road will extend to 200' on each side of the section line as well as 500' south of the intersection with Combs Road and 1,000' north of the intersection with Germann Road. Mapping limits will also extend approximately ¼-mile to both the east and west of the Meridian Road section line along Combs Road, Queen Creek Road, Germann Road and the Queen Creek Wash. As part of aerial mapping efforts, digital, color orthographic photos will also be acquired. Supplemental field topographic survey shots will be acquired at the following locations: tie-in points where pavement connections are being made to existing improvements, rim/invert/top of nut locations on various utility facilities and along the Queen Creek Wash to confirm elevations at the proposed culvert crossing. As part of this task, 60 hours of supplemental field topographic survey time is budgeted. Consultant shall provide direction to Sub consultant on which facilities to obtain supplemental survey on between the 30% and 60% submittal stages of the project.

TYLIN shall also research the existing RW and parcel line information along Meridian Road and the intersecting roadways to delineate existing right-of-way and parcel lines on the project base mapping. For this effort, necessary section corners and centerline monuments will be located for creation of monument/construction centerlines in the project base mapping as well as geometric control sheets. **No boundary survey is proposed as part of this task to establish the existing right-of-way.**

A base map will be prepared at 1"=20' scale (0.5' contour interval) depicting the existing improvements within the project limits. The base map will include the aforementioned centerline, right-of-way and parcel line information as well as mapping for all existing utilities within the project area based upon the utility mapping obtained from each of the utility companies as described in Task 300 of this Scope of Work. The base map shall be prepared in AutoCAD 2016 format with information compiled in Civil3D. For additional detail on this task, see EPS Group Subconsultant proposal attached to this Scope of Work.

Task 300 – Utility Coordination

Utility coordination is anticipated to be required with several utility companies for the project to obtain initial existing facility mapping and coordinate any necessary relocation designs for impacted facilities (if any). Any necessary relocation design will be completed by the utility company owning the facility and are expressly excluded from this Scope of Work (if requested by the Town, Consultant can prepare an amendment to the contract to complete relocation design work for any impacted utilities). Coordination will entail email and phone communication with the utility companies shown below to: obtain existing mapping (digital or hard copies), share project.dwg base files for utility owner's use in completing a relocation design if determined to be necessary and to review any prepared relocation design for concurrence with the proposed intersection improvements.

- Queen Creek Irrigation District (QCID) and George Cairo Engineering (Representative)
- Town of Queen Creek Water
- Town of Queen Creek Sewer
- Southwest Gas
- City of Mesa Gas
- CenturyLink
- Cox Communications
- Town of Gilbert Raw Water
- SRP Power

Following submittal of 30% plans and estimate for the project, Consultant shall facilitate regular utility coordination meetings with impacted utility owners to identify and resolve potential conflicts. Up to five (5) designated utility coordination meetings will be held for the project following the 30% submittal stage. The first



meeting will be held to review proposed pothole locations to obtain concurrence from impacted utility owners prior to the field work commencing (Potholing effort description is provided in Task 32000). It is anticipated that an additional utility coordination meeting will be held following each sequential major milestone submittal (60%, 90%, 95% and 100%).

Task 400 – Project Coordination and Permits

Consultant shall coordinate with the Town, adjacent developments, adjoining project design Consultants, Flood Control Districts of Maricopa and Pinal Counties (FCDMC/PCFCD), USACE and other team stakeholders (including major adjacent landowners such as the Queen Creek Olive Mill) as required to retrieve and share project information throughout the project in an effort to maintain project progress. Regular communication will be necessary with Town Project Manager, Pinal County Project Manager, additional Town staff (namely Town Right-of-Way staff), designer of the Ocotillo Road Improvement Project (EPS Group), designer of the Meridian Road/Germann Road Intersection (Dibble Engineering) and FCDMC/PCFCD for the impacts to Queen Creek Wash associated with the proposed culvert crossing. Consultant anticipates having to acquire both a Right-of-Way Encroachment permit as well as a Floodplain Use Permit. Both permits will be obtained by submitting design plans and calculations to FCDMC/PCFCD staff through their online access portal systems.

Major coordination is also likely to be required with each of the adjacent developments bulleted below regarding project impacts, access details, driveway locations, utility services and match points:

- Barney Farms
- Malone Place
- Madera
- Church Farms

Consultant shall obtain a Section 404 Clean Waters of the US Nationwide Permit from the USACE for the proposed crossing of Queen Creek Wash. As part of the 404 permitting process, TYLIN Subconsultant Logan Simpson shall prepare a Jurisdictional Delineation Report for the project as well as complete the necessary Cultural and Biological investigations required as part of the permit submittal. **It is anticipated that the Jurisdictional Delineation Report will be one of the first critical items to be completed by the Consultant team upon issuance of Notice to Proceed (NTP).** Results of these investigations will be summarized and submitted to the USACE in a Preconstruction Notification for Linear Transportation Projects resulting in more than a 0.10-acre total disturbance to a delineated water of the US. A full description of the efforts associated with the 404 Permit Submittal can be seen in the Logan Simpson proposal attached to this Scope of Work.

Task 500 – Environmental Assessment (Informational – not a task this Proposal)

The Town has provided a Phase I Environmental Site Assessment completed by Archaeological Consulting Services, Ltd. (ACS) dated January 8, 2018 for investigation completed on the Inert Landfill site (APN 304-92-003G). The parcel is located along the west side of the Meridian Road alignment just south of the Queen Creek Wash. **The recommendations contained in the Site Assessment conclude that there is a potential for stained soils/odors at the southeast corner of the subject parcel and that if these are detected during construction, samples be collected and analyzed to determine clean-up and/or disposal options. Direction will be provided to this effect in the Special Provisions prepared as part of this project. The report further states that “there are no other readily apparent RECs in connection with the subject property” – as such, Consultant is not proposing any additional Environmental Site Assessment work as part of this proposal.**

Task 1100 – Survey and Right-of-Way

Consultant shall prepare Right-of-Way strip maps in conjunction with the 60% submittal stage for the project. **Right-of-Way strip maps will be prepared for what is proposed to be constructed as part of the project and not for the ultimate improvements associated with the 7-lane section (complete with all drainage**



easements). Right-of-Way strip maps will depict all parcels adjacent to the Meridian Road corridor with each parcel labeled by APN Number. Existing and proposed right-of-way, as well as any easements, will be labeled and dimensioned along each parcel's frontage. Right-of-way and easements that need to be acquired by the Town will be depicted in a different manner than the right-of-way and easements that are being dedicated to the Town by adjacent development. It is anticipated that Right-of-way strip maps will be prepared at either 1"=50' or 1"=100' scale for easy review and interpretation by Town Right-of-Way staff.

Task 1200 – Legal Descriptions and Exhibits

For budgetary purposes, an allowance of \$28,000 has been included for the preparation of up to 40 legal descriptions for any necessary right-of-way and/or easement acquisition from any of the adjacent parcels impacted by the project design. Legal descriptions, and associated exhibits, will be based upon title report information to be provided by the Town for any parcels from which acquisition is required. Legal description exhibits will be provided in two forms: one with an aerial image overlaid in the background for a visual aid and one that does not include the aerial imagery (for recordation purposes). For additional detail, see EPS Group proposal attached to this Scope of Work.

Task 10100 - Roadway Design and Plans

Ultimate Improvements

At the onset of the project, Consultant shall complete final design for the **ultimate** roadway and drainage improvements to a submittal stage between 30% and 60% level of detail as defined by the Town's CIP Design Progress Submittal Inclusion Requirements. The goal at the conclusion of this stage of the project is to establish a Right-of-Way footprint in sufficient detail to 'protect' the needed corridor right-of-way as future development occurs. Following completion and acceptance of the ultimate roadway and drainage design plans at a stage between 30% and 60%, Consultant shall then advance design of 'phased' improvements along the corridor facilitating a continuous 3-lane minimum width pavement section. It is assumed that the 'phased' improvements to be advanced through final design and into construction is broken down in the following manner:

- Western ½-street improvements between Combs Road and north of Queen Creek Wash (approximately 4,200')
- Evaluation of lane addition/street improvements along the Church Farms frontage from Queen Creek Wash south of Lenora Way (approximately 4,800')
- Eastern ½-street between Queen Creek Road and Germann Road (including ultimate Meridian Road/Queen Creek Road intersection – approximately 5,000')

Ultimate improvements along Meridian Road between Combs Road and Germann Road will be based on the exhibits prepared and referenced during the project scoping meetings for a 7-lane roadway section. The 7-lane typical Principal Arterial roadway section will be a combination of various segments designed to either a 110' right-of-way width or 140' right-of-way width. Final versions of those exhibits are included as an attachment to this proposal. In addition to the roadway design as part of this effort, Consultant shall advance the off-site and on-site drainage design to sufficient detail to identify all needed drainage easements within the project corridor. Design of ultimate drainage facilities is described in detail in Section 10200 of this proposal.

Final design plans shall be prepared in accordance with the guidelines outlined in the Town of Queen Creek's CIP Design Progress Submittal Inclusion Requirements. In accordance with these guidelines, milestone submittals will be made at the 15%, 30%, 60%, 90%, 95% and 100% design stages. Detailed construction notes for all project construction items shall be shown on the plans and known utility conflicts (if any) shall be clearly identified on the plans and identified for potholing (see Task 32000). If any potholes were determined to be necessary for existing utility facilities at the 60% stage, the potholing information will be depicted on the 90% plans depicting the horizontal and vertical location of the potential utility in conflict.

At each design stage submittal, Consultant shall also provide a Summary of Comments form regarding how all Town comments provided on the previous submittal stage plans were addressed. The Summary of Comments form will be letter coded with a response of A (will comply), B (Consultant to evaluate comment further), C (Town to evaluate further or provide clarification of comment) or D (No action recommended in response to comment). For any comment code other than an 'A', Consultant shall provide a written response explanation as to the nature of the filled in comment code letter.

The following plan sheets will be developed as part of this task (Sheets specific to ultimate design bolded and italicized and will be completed to between a 30% and 60% design stage):

- Cover Sheet (1)
- Town Notes/Legend/Key Map (1)
- ***Ultimate Typical Sections (3)***
- Typical Sections (6)
- Geometric Control Sheets (4)
- Quantity Summary Sheets (2)
- Detail Sheets (8)
- Median Detail Sheets (10)
- ***Ultimate Plan and Profile Sheets (1"=20' scale) (41)***
 - Plan and Profile Sheets (modified from Ultimate Plan and Profile Sheets) (1"=20' scale) (32)
- Intersection Staking Sheets (2) (Combs Road and Queen Creek Road)
- Driveway Detail Sheets (11)

In total, 44 sheets will be prepared for the ultimate condition with 77 sheets developed for to final sealed PS&E level for the proposed improvements as part of this task specific to Roadway Design and Details. It is not anticipated that any additional sheet types will be necessary for the project. Specifically excluded from this proposal are the preparation of any Construction Sequencing Plans, Traffic Control Plans and SWPPP Plans (if so requested by the Town, Consultant can prepare an amendment to the contract to complete any of these plan types).

Project cross sections shall also be completed for proposed roadway improvements and submitted initially as part of the 90% milestone submittal and then at each of the subsequent submittals. At the Town's request, an accompanying Earthwork Report can also be provided with submitted cross sections. Cross sections will be annotated with centerline, right-of-way and any easement limit as well as roadway cross slope and grades proposed to daylight into the adjacent topography.

Task 10200 – Drainage Design and Plans

Hydrology

The Consultant shall prepare a summary of offsite conditions based upon the examination and review of offsite hydrologic models including current Town and County (Pinal and Maricopa) hydrologic studies as well as developer prepared studies. Consultant shall prepare hydrologic calculations and graphics representing the existing conditions based upon a compilation of work that has already been completed.

This task shall include the development of a new hydrologic model covering the length of the project boundaries which will incorporate new development and changes in urban hydrology.

Onsite hydrology will be developed to meet the needs of the roadway design for Meridian Road (for both the ultimate condition as well as the interim improvements to be constructed). Onsite hydrology will also be developed for the portions of intersecting roadways along the corridor. This shall include pre and post development of onsite runoff using the Rational Method for the 10-year event.

Hydraulics

The Consultant shall prepare a detailed hydraulic model representing existing conditions within Queen Creek Wash.

For the ultimate crossing of Queen Creek Wash, two alternatives will be developed: 1) concrete box culverts, and 2) concrete bridge structure (3-span), arch, or other, designed to pass flow under Meridian Road. At least one of the barrels/structures shall be designed to allow access for equestrian users (12-foot minimum height). Calculations shall include the determination of maximum scour depth within Queen Creek Wash at Meridian Road for sizing cut-off walls, stem walls or piers. A review of the plans for the downstream grade control structure will also be completed and documented as it pertains to the determination of scour depth at the Meridian Road crossing.

Open channels, curb and gutter capacities which meet dry lane requirements, catch basin inlets and storm drains shall be laid out and applied to the improved roadway section where best suited to capture and convey onsite storm water as to protect the roadway from flooding. Facilities shall be designed to convey storm water to either an ultimate outfall such as Queen Creek Wash or to a retention/detention storage facility.

Water quality devices including first flush storage and/or treatment facility alternatives shall be identified and presented to the Town for consideration of how best to treat the first 1/2-inch of rainfall runoff. Calculations for any retention/detention basins shall include a determination volume as well as the duration of ponding based upon infiltration (tested percolation rates provided by TYLIN Subconsultant Ethos Engineers), dry wells, or the basin bleed-off rate (if applicable) and that the dry-up time does not exceed 36-hours.

Drainage Documentation & Reports

Drainage documentation begins with identification of existing FEMA special flood hazard areas (if any). Documentation of the hydrologic calculations may include computer modeling output and or other calculations made to determine the existing or proposed conditions. Calculations shall include offsite-10 and 100-year discharges and flow patterns. The documentation shall include a number of graphics/exhibits used to summarize and display the hydrologic results. Graphics shall include pre and post development hydrologic work maps. The initial Draft Drainage Report and Exhibits will be submitted at the 60% stage in accordance with the Town CIP Design Progress Submittal Inclusion Requirements. Subsequent report submittals will include updates based on modifications and/or new elements added to the project as well as in response to Town comments received on prior report submittals. Consultant shall prepare the Drainage Report and Exhibits in accordance with the criteria outlined in the Town of Queen Creek's Final Drainage Report Review Checklist from the Town's Design Standards and Procedures Manual. At a minimum, the Drainage Report will include the following discussion items:

- Project description
- Project setting including discussion of existing and proposed conditions and drainage issues related to the site
- Offsite hydrology overview
- Onsite hydrology
- Hydraulic calculations
- Hydrology maps and drainage exhibits/diagrams (for both Ultimate and 'Interim')
- Summary of findings and conclusions

Additionally, a Conditional Letter of Map Revision (CLOMR) for Queen Creek Wash will be prepared and submitted to FEMA for approval once the plan alignment and structure design crossing the wash are set. Environmental data required as part of the CLOMR submittal will be provided by TYLIN Subconsultant Logan Simpson as described in Task 400 of this proposal. This CLOMR application will expedite the approval of a Letter of Map Revision.

Drainage Plans

For the ultimate improvements between Combs Road and Germann Road, several off-site and on-site drainage improvements are necessary including the major structural crossing of Queen Creek Wash described previously. In addition to the Queen Creek Wash crossing, Consultant will design various hydraulic facilities to intercept and convey design storm flows in accordance with Town, Maricopa County and Pinal County standards for roadways. Specifically, Consultant will design: facilities to intercept flows south of Combs Road to eliminate the existing overtopping, facilities (likely open channel) along the east side (and possibly west side) of Meridian Road between Combs Road and Queen Creek Wash to convey flows to this outlet, drainage retention/conveyance facilities for street and off-site flows between Lenora Way and Germann Road (for the ultimate condition) and drainage retention/conveyance facilities Queen Creek Road and Germann Road (for the interim condition). In street storm drain system components are anticipated to include catch basins, connector pipes, scuppers, spillways and potential small lengths of storm drain trunk line. Water quality treatment facilities will also be designed for all on-street storm drain systems that outlet into a FCDMC facility (i.e. Queen Creek Wash).

- Channel Plan and Profile Sheets (1"=20') (12)
- Retention Basin Details (10)
- Connector Pipe/Scupper Profile Sheets (12)
- Box Culvert Plan and Profile Sheet (1)
- Box Culvert Detail Sheet (1)
- Water Quality Device Details (5)

In total, 41 Drainage Plan and Detail Sheets are anticipated to be completed as part of this task.

Task 10400 – Water Line Design and Plans

Consultant shall prepare Improvement Plans at 1"=20' scale for extension of a 12" waterline along Meridian Road between Red Fern Road and the existing Town waterline which terminates at the southern boundary of the Church Farms development north of Queen Creek Wash. The approximate length of the extended water line will be 2,000'. This approx. 2,000' long extension will effectively close the loop on the Town waterline system in this area of the Town. Included as part of the design will be a dipped crossing beneath the Queen Creek Wash. The line will be dipped below the calculated scour depth for the wash crossing and will be proposed as HDPE pipe material across the length of the wash. Outside of the wash crossing area, the pipe will be C909 waterline pipe in accordance with Town Utility Department standards.

As a design allowance item, Consultant will also design a 12" waterline extension from Ocotillo Road proceeding northerly to connect to a potential LDS Church development located approximately 500' north of the Ocotillo Road/Meridian Road intersection. Need for design allowance will depend on timing of proposed church development as well as continued water service needs.

The anticipated plan sheets to be prepared by Consultant as part of this task are outlined below (number of sheets provided in parenthesis):

- Quantities/Town Standard Details (2)
- Waterline Improvement Plan/Profile Sheets (1"=20') (6)

In total, eight (8) sheets are anticipated to be prepared as part of this task.

MCESD ATC/AOC Permitting

Consultant shall submit both the Approval to Construct (ATC) and Approval of Construction (AOC) applications and associated technical documentation to the Maricopa County Environmental Services Department (MCESD). Items included as part of this Task for each submittal are detailed below:

ATC Submittal:

- Preparation of the ATC Applications for Water Extension
- Preparation of the Supplemental Requests for Additional Information Form
- Coordination with Town on Additional Technical Reports that need to be included with application (i.e. Town Master Water Report) and approved Plans
- \$600 submittal fee for water (included as part of the Reimbursable expenses in fee proposal)

AOC Submittal:

- Periodic witnessing of Water Extension Construction (by TYLIN Engineer of Record)
 - Budgeted at 6 total days at 4 hrs/day for Project Engineer
- Preparation of as-built plans based on obtained as-built survey information
- Preparation of the AOC Application
- Preparation of the Supplemental Requests for Additional Information Form
- Preparation of Certificate of Completion (signed off on by TYLIN Engineer of Record)

Task 10500 – Traffic Signal & Interconnect Design and Plans

TYLIN Subconsultant, Southwest Traffic Engineering, will prepare traffic signal design plans for the intersections of Meridian Road with Combs Road and Queen Creek Road. Traffic signal design plans will include locations of all major signal equipment in accordance with the latest MUTCD, as well as Town signal equipment in accordance with approved Town materials. Traffic signal plans will depict locations of proposed signal poles, junction boxes, conduit, mast arms, signal heads, vehicle detection, pre-emption equipment, pedestrian push buttons and proposed intersection geometrics. As part of the traffic signal design effort, Subconsultant will also prepare power request service letters and an overhead power clearance report which will include clearance calculations from proposed signal equipment to existing SRP overhead power facilities. Full description of the signal design, and associated reports, can be found in the Southwest Traffic Engineering proposal attached to this Scope of Work.

For each intersection, one (1) sheet will be prepared depicting the proposed traffic signal layout and a second (2nd) sheet will be prepared depicting the pole, phasing and conductor schedules. In total, four (4) total signal design sheets will be prepared as part of this task.

In addition to signal design plans, Subconsultant will also prepare detailed traffic analysis for recommendations for turn lane storage lengths at the major project intersections. Traffic analysis recommendations, as well as results of warrant analysis, will be submitted in detailed Traffic Analysis reports as stated in the Southwest Traffic Engineering proposal attached to this Scope of Work.

TYLIN Subconsultant Wright Engineering will prepare signal Interconnect Plans for the extent of the project between Combs Road and Germann Road (excluding the segment between ¼-mile south of Ocotillo Road and Queen Creek Road). ITS plans will depict proposed conduit and pull box locations (located behind the proposed curb and gutter on one side of the roadway). As part of the improvements, the Town ITS system will also provide service to SCADA equipment at a Town well site being brought online in conjunction with the Barney Farms development located approximately ¼-mile north of Queen Creek Road.

As a design allowance item, Wright Engineering will extend the ITS system design for approximately 1/2-mile to the east along the north side of Combs Road to connect with a temporary and/or permanent Town fire station site currently under evaluation.

A detailed description of the proposed ITS Improvements can be seen in the Wright Engineering proposal attached to this Scope of Work.

Task 10600 – Lighting Design and Plans

TYLIN Subconsultant, Wright Engineering will prepare lighting plans for all areas within the project limits that do not currently have lighting installed (or planned) as part of adjacent development off-site improvements. Lighting design for the ultimate roadway improvements will be developed initially as part of a 30% design submittal. For subsequent submittals, lighting design and design information will only be provided for the proposed improvements to be constructed as part of this project for the 'phasing' areas discussed earlier in this proposal (refer to Section 10100). Lighting design shall conform to the latest Town standards including street light poles, LED luminaires and construction plan/detail development reflective of current Town/SRP street lighting agreements. As part of the lighting design, Wright Engineering will coordinate with Town and SRP staff to determine a power source for each lighting run and shall coordinate with design team to provide power source to proposed irrigation system components (described further in Task 10800). In addition, Wright Engineering will coordinate with Town and Consultant staff to determine lighting details (fixtures, aesthetics, locations, etc.) for 'Agratainment' lighting along the Queen Creek Olive Mill frontage west of Meridian Road immediately north of Combs Road. A detailed description of the street lighting design effort can be seen in the Wright Engineering proposal attached to this Scope of Work.

Task 10800 –Landscape and Irrigation Design and Plans

TYLIN Subconsultant, Logan Simpson will prepare 30% level detailed Landscape and Irrigation Design plans for all areas within the project limits that do not currently have landscape installed (or planned) as part of adjacent development. For subsequent submittals, landscape and irrigation design information will only be provided for the proposed improvements to be constructed as part of this project for the 'phasing' areas discussed earlier in this proposal (refer to Section 10100). Landscape Design plans will identify the locations of all plans and inert groundcovers, as well as contain a planting legend on each sheet, quantities and a materials schedule. Irrigation Design plans will identify materials and equipment necessary for a fully functional automatic drip irrigation system. Irrigation controller location and power source connection will be coordinated closely with Wright Engineering for all locations that irrigation controllers are proposed. Irrigation system water meter location(s) will be coordinated closely with the Town Utility Department.

TYLIN Subconsultant, Logan Simpson, will also prepare aesthetic concepts and design plans for aesthetic treatments to proposed culvert parapet walls at the crossing of Queen Creek Wash. Proposed design concepts will consist of assigning surface patterns and colors for wall and railing elements in an effort to achieve the desired aesthetic.

A detailed description of the landscape, irrigation and culvert aesthetics design effort can be seen in the Logan Simpson proposal attached to this Scope of Work.

Task 10900 –Signing and Marking Design and Plans

For the ultimate improvements between Combs Road and Germann Road, the following signing and marking plan sheets and details will be prepared and submitted in conjunction with the 30% submittal. For subsequent submittals, the signing and marking plan sheets submitted at the 30% stage of the project will be modified to reflect the proposed signing and pavement marking along the 'phasing' areas of the roadway described earlier in Section 10100 of this proposal. Signing and marking plans shall be prepared and submitted in accordance with the Town's CIP Design Progress Submittal Inclusion Requirements.

- Signing and Marking Sheets (1"=40', Double Loaded) Ultimate (12), Interim (9)
- Sign Summary Table Sheets (7)

In total, 19 Signing and Marking sheets are anticipated to be completed as part of this task for the ultimate improvements, 16 Signing and Marking sheets for the interim improvements.



Task 21000 – Project Management and Meetings

Consultant shall provide project management services for performance of the design contract and shall include administrative elements required to complete the project design, including but not limited to: attending meetings, preparing meeting minutes, coordination with the Town staff, Pinal County staff, FCDMC, PCFCD, Developers and representatives, as well as progress reporting, invoicing, quality control and other administrative functions. The following is a list of activities that will be performed as part of this task:

Project Schedule: Consultant shall update the project schedule on a monthly basis for the duration of the project. The schedule shall include project meetings, project deliverables and major milestones.

Invoicing and Progress Reports: Consultant shall prepare monthly invoices and progress reports showing the percent complete for all project tasks and other direct expenses related to the project and a description of activities completed during the invoice period.

Project Meetings: Consultant shall attend the following meetings: Project kick-off and site visit, design review/comment resolution meetings after each milestone submittal (15%, 30%, 60%, 90%, 95% and Final), up to eight (8) meetings with adjacent Development, one Town Transportation Advisory Board (TAB) meeting, one Town Council meeting, up to four (4) meetings with FCDMC and PCFCD and up to ten (10) additional meetings over the lifetime of the design phase. A total of 30 meetings are included as part of this task. Consultant will prepare meeting minutes for comment and review, and revise and distribute accordingly. For Town TAB and Council meetings, Consultant shall prepare a presentation in power point format and give presentation to TAB/Town Council highlighting the project details if so requested by the Town Project Manager.

Task 22000 – Public Outreach Preparation

Consultant shall provide support services as requested by the Town and the Town's Public Information Officer (PIO - MakPro) in advance of the Public Meeting anticipated to be held sometime near the 60% submittal stage for the project. Support services include attendance at the public meeting by four (4) members of the TYLIN team, exhibits/graphics/roll plots for use at the public meeting at to be posted on Town website before/after the public meeting, presentations if so requested and other services generally associated with public meeting preparation. Following the public meeting, Consultant will provide Town and PIO staff with any feedback received from residents, businesses, Council members, etc. at the public meeting for incorporation into an overall Public Outreach Report by the Town's PIO.

Task 31000 – Pavement Investigation and Geotechnical Services

TYLIN Subconsultant, Ethos Engineering, will develop a layout plan and obtain up to 15 borings with 8-inch hollow stem augers to a depth of 5-feet or practical refusal at locations within the project limits. Borings will be spaced between 600' and 1,000' apart in distance. In addition, Ethos will drill one (1) boring to a depth of 25 feet in Queen Creek Wash to develop culvert crossing foundation recommendations. Ethos Engineering will also excavate two (2) hand dug pits from within Queen Creek Wash for use in detailed scour analysis coordinated closely with the Consultant's Drainage Engineers.

Collected samples will be analyzed and tested in a laboratory by Subconsultant for use in determining pavement section recommendations. For a detailed list of proposed testing to be completed for obtained samples, refer to the Ethos Engineering proposal attached to this Scope of Work. In addition, Subconsultant will summarize all field work and testing procedures in a geotechnical evaluation along with pavement, culvert and scour recommendations/design factors for use by Consultant in developing the pavement structural system and Queen Creek Wash structural crossing.

A detailed description of all planned geotechnical field investigation and analysis activities can be seen in the Ethos Engineering proposal attached to this Scope of Work.



Task 32000 – Utility Potholes

TYLIN Subconsultant, Cobb Fendley, will obtain SUE Level 'A' (Potholing) location for all utilities determined to be potentially in conflict with proposed roadway, drainage, traffic and utility improvements. Potholing locations will be provided by Consultant to Cobb Fendley in conjunction with the 60% milestone submittal and obtained potholing information will be included on 90% plans with potential conflicts mitigated. Cobb Fendley will secure all necessary traffic control permits from Town staff prior to commencement with potholing activities. The fee provided in the Cost Proposal component of this proposal is for up to 40 potholes at a unit rate of \$550/pothole. If additional potholes are determined to be necessary, Consultant can submit a contract modification for the additional number of potholes identified at the \$550/pothole unit rate. For more detailed information regarding the proposed potholing efforts, see Cobb Fendley proposal attached to this Scope of Work.

Task 51000 – Technical Specification, Special Provisions and Estimate Preparation

Consultant shall prepare technical specifications necessary for bidding and advertising of the project for any bid items differing from MAG standard construction and measurement standards. Technical specifications shall be prepared in a format acceptable to the Town for easy incorporation into the Town's boiler plate advertisement for construction projects.

Consultant shall develop an Opinion of Probable Cost at the 30% milestone submittal (for the Ultimate Improvements) and then each subsequent submittal from that point forward (for the actual improvements within the 'phasing' areas as described in Task 10100). Opinion of Probable Cost will include a tabulation of bid items in accordance with the Town's master bid item numbering list. Unit costs will be provided for each bid item and will be based on recent bid pricing for similarly sized projects within the general Town of Queen Creek area. Finally, appropriate levels of construction contingencies will be included with each Opinion of Probable Cost submittal based on milestone design stage.

Additional Allowances

Task 53000 – Reimbursable Expenses (Allowance)

For budgetary purposes, an allowance of \$7,500.00 has been included for reimbursable items such as mileage, copies, mail and delivery services. All reimbursable items shall be invoiced by the Consultant to the Town at direct cost. Cost data (backup) will be included with the appropriate invoices.

Task 55000 – Unforeseen Design Updates

If necessary, Consultant shall update the project plans, special provisions and opinion of probable cost to reflect **unforeseen** substantial changes in condition at any time during the project's development. (i.e. changes in Town design standards, modifications to Developer's site plan which would impact project design, etc.). Consultant shall be compensated under this allowance item for incorporating changed conditions into the plans. Consultant shall not proceed with any expenditure of this allowance without prior approval from the Town Project Manager.

Attachment: a. Project Order #6 (TY Lin Project Order #6)



The total professional fee requested for the completion of these tasks is \$829,891.82 (See attached Exhibit 'A' - Compensation). Should you have any questions and/or require additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Barr", is written over a light blue horizontal line.

James Barr, P.E.
Project Manager

Attachment: a. Project Order #6 (TY Lin Project Order #6)

EXHIBIT A - COMPENSATION
TOQC PROJECT NO. A1505
FINAL DESIGN OF MERIDIAN ROAD - COMBS ROAD TO GERMANN ROAD

TASK	DESCRIPTION	PROJECT MANAGER \$74.36		SR. PROJECT ENGINEER \$61.03		PROJECT ENGINEER \$47.70		DESIGN ENGINEER \$38.57		CADD TECHNICIAN \$28.57		SECRETARY/ CLERICAL \$27.61		SUBCONSULTANT/ VENDOR	TOTAL HOURS	TOTAL DIRECT RATE	OVERHEAD 150.73%	PROFIT 10%	TYLI TOTAL	TOTAL FEE
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$							
BASIC SERVICES																				
100	Data Collection and Field Review	4	\$297.44	8	\$488.24	18	\$858.60	32	\$1,234.24	8	\$228.56				70	\$3,107.08	\$4,683.30	\$779.04	\$8,569.42	\$8,569.42
200	Field Survey, Mapping and Aerial Imagery					6	\$286.20	12	\$462.84	48	\$1,371.36			\$30,575.00	66	\$2,120.40	\$3,196.08	\$531.65	\$5,848.13	\$36,422.13
300	Utility Coordination	16	\$1,189.76			24	\$1,144.80	100	\$3,857.00	48	\$1,371.36				188	\$7,562.92	\$11,399.59	\$1,896.25	\$20,858.76	\$20,858.76
400	Project Coordination and Permits	24	\$1,784.64	16	\$976.48	40	\$1,908.00	40	\$1,542.80	24	\$685.68	12	\$331.32	\$23,884.00	156	\$7,228.92	\$10,896.15	\$1,812.51	\$19,937.58	\$43,821.16
1100	Survey and Right-of-Way	4	\$297.44					80	\$3,085.60	60	\$1,714.20				144	\$5,097.24	\$7,683.07	\$1,278.03	\$14,058.34	\$14,058.34
1200	Legal Descriptions and Exhibits													\$28,000.00						\$28,000.00
10100	Roadway Design and Plans	12	\$892.32			120	\$5,724.00	720	\$27,770.40	1,200	\$34,284.00				2,052	\$68,670.72	\$103,507.38	\$17,217.81	\$189,395.91	\$189,395.91
10200	Drainage Design and Plans	16	\$1,189.76	100	\$6,103.00	240	\$11,448.00	160	\$6,171.20	800	\$22,856.00	20	\$552.20		1,336	\$48,320.16	\$72,832.98	\$12,115.31	\$133,268.45	\$133,268.45
10400	Water Line Design and Plans	4	\$297.44			32	\$1,526.40	40	\$1,542.80	80	\$2,285.60	8	\$220.88		164	\$5,873.12	\$8,852.55	\$1,472.57	\$16,198.24	\$16,198.24
10500	Traffic Signal & Interconnect Design and Plans							16	\$617.12	30	\$857.10			\$56,827.00	46	\$1,474.22	\$2,222.09	\$369.63	\$4,065.94	\$60,892.94
10600	Lighting Design and Plans							12	\$462.84	40	\$1,142.80			\$20,640.00	52	\$1,605.64	\$2,420.18	\$402.58	\$4,428.40	\$25,068.40
10800	Landscape and Irrigation Design and Plans							12	\$462.84	32	\$914.24			\$35,846.00	44	\$1,377.08	\$2,075.67	\$345.28	\$3,798.03	\$39,644.03
10900	Signing and Marking Design and Plans	4	\$297.44			20	\$954.00	100	\$3,857.00	200	\$5,714.00				324	\$10,822.44	\$16,312.66	\$2,713.51	\$29,848.61	\$29,848.61
21000	Project Management and Meetings	40	\$2,974.40	32	\$1,952.96	100	\$4,770.00	180	\$6,942.60			32	\$883.52		384	\$17,523.48	\$26,413.14	\$4,393.66	\$48,330.28	\$48,330.28
22000	Public Outreach Preparation	4	\$297.44			8	\$381.60	40	\$1,542.80	60	\$1,714.20				112	\$3,936.04	\$5,932.79	\$986.88	\$10,855.72	\$10,855.72
31000	Pavement Investigation and Geotechnical Services			6	\$366.18	10	\$477.00	4	\$154.28					\$15,547.00	20	\$997.46	\$1,503.47	\$250.09	\$2,751.02	\$18,298.02
32000	Utility Potholes							28	\$1,079.96	16	\$457.12			\$29,310.00	44	\$1,537.08	\$2,316.84	\$385.39	\$4,239.31	\$33,549.31
51000	Technical Specification, Special Provisions and Estimate Preparation	12	\$892.32	4	\$244.12	24	\$1,144.80	108	\$4,165.56	40	\$1,142.80	16	\$441.76		204	\$8,031.36	\$12,105.67	\$2,013.70	\$22,150.73	\$22,150.73
SUBTOTAL BASIC SERVICES		140	\$10,410.40	166	\$10,130.98	642	\$30,623.40	1,684	\$64,951.88	2,686	\$76,739.02	88	\$2,429.68	\$240,629.00	5,406	\$195,285.36	\$294,353.62	\$48,963.90	\$538,602.88	\$779,233.76
ALLOWANCES																				
10400	Water Line Design and Plans (500' Extension north of Queen Creek Road)	2	\$148.72			4	\$190.80	16	\$617.12	32	\$914.24				54	\$1,870.88	\$2,819.98	\$469.09	\$5,159.94	\$5,159.94
10500	Traffic Signal & Interconnect Design and Plans (1/2-mile ITS Extension along Combs Road for Temp/Permanent TOQC Fire Station)													\$3,000.00						\$3,000.00
53000	Reimbursable Expenses																			\$7,500.00
55000	Unforeseen Design Updates																			\$35,000.00
SUBTOTAL ALLOWANCES		2	\$148.72	0	\$0.00	4	\$190.80	16	\$617.12	32	\$914.24			\$3,000.00	54	\$1,870.88	\$2,819.98	\$469.09	\$12,659.94	\$50,659.94
GRAND TOTAL		142	\$10,559.12	166	\$10,130.98	646	\$30,814.20	1,700	\$65,569.00	2,718	\$77,653.26	88	\$2,429.68	\$243,629.00	5,460	\$197,156.24	\$297,173.60	\$49,432.98	\$558,762.82	\$829,899.64

Attachment: a. Project Order #6 (TY Lin Project Order #6)



T.Y. Lin International

Attn: James Barr
 60 East Rio Salado Parkway, Suite 501
 Tempe, AZ 85281
 Phone: 480.333.4405
 Via email: james.barr@tylin.com

December 18, 2018

Re: **Proposal for Surveying Services
 Meridian Road Design**

Dear Mr. Barr:

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

Project Understanding:

We understand that T.Y. Lin (Client) would like EPS Group (Consultant) to perform field survey and basemapping for the above referenced project.

Assumptions:

- Aerial Imagery/mapping needed along Meridian between Combs and Germann Road.
 - Mapping limits to extend approximately 500' south of Combs and 1,000' north of Germann Road.
 - Along each side of Meridian section line, 200' in width (400' in total width along Meridian)
 - Along Combs Road, please obtain mapping for 1,500' in each direction from the Meridian intersection
 - Along Queen Creek Road, please obtain mapping for 1,500' in each direction from the Meridian intersection
 - Along Germann Road, please obtain mapping for 1,000' in each direction from the Meridian intersection
 - Will tie into the mapping you guys obtain for Ocotillo Road
 - Along Queen Creek Wash, please obtain mapping for approximately ¼-mile in both directions from the Meridian section line
 - Mapping needs to work for a 1"=20' scale base map
 - Color ortho's for project area also requested for use in future public meetings/exhibits
- Deliverable will be an AutoCADD base file and include an existing ground surface/dtm
- Base map to include centerline/section line information for Meridian and major intersecting roadways
- Base Map will also need to include R/W and Parcel linework based on available Assessor information or as-builts (no need for boundary surveys, deed research, title reports)
- TYLIN will handle utility research and mapping, no need for that in base map
- Please budget for additional 60 hours of supplemental survey time to be able to pick up hard shots on key tie-in locations throughout job (this will occur post 30% stage).

Legal Descriptions and Exhibits

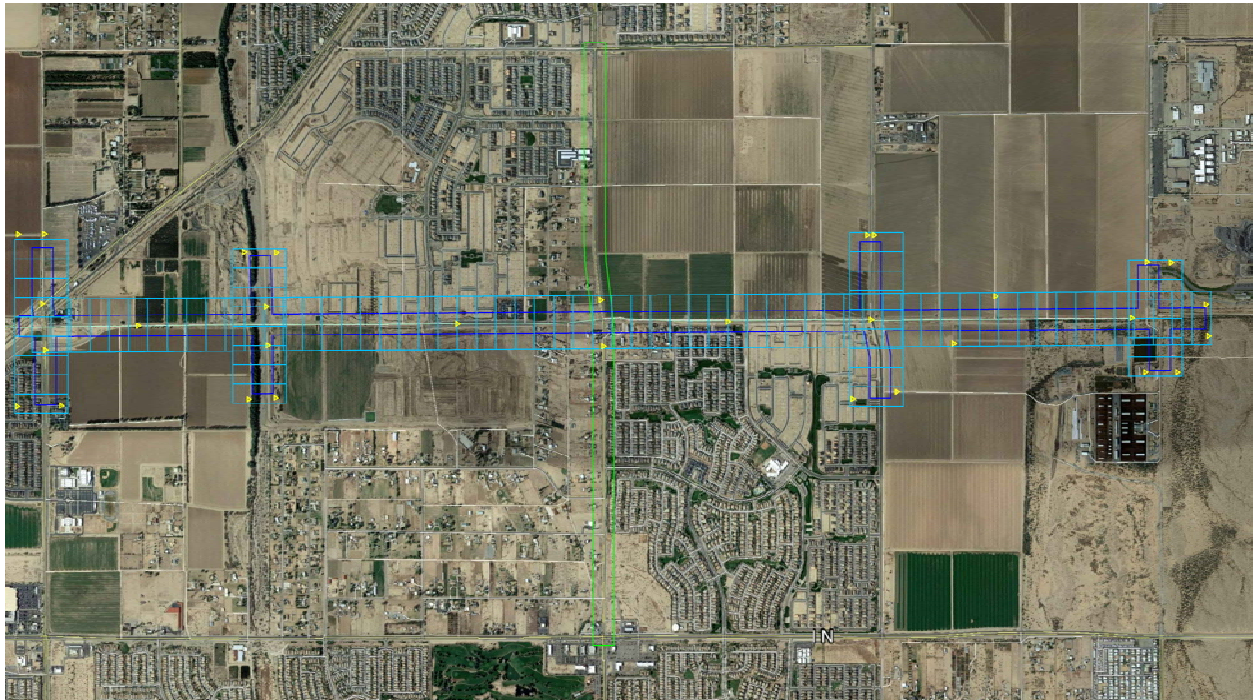
- Please budget for 40 legal descriptions for project consisting of combination of R/W, Drainage and Temporary Construction Easements
- TOQC will obtain and provide title reports for any parcel requiring acquisition
- TYLIN will create the R/W Strip Map deliverable to the Town for the project

Scope of Services:

Aerial Topographic Basemapping

Fixed Fee: \$19,135

EPS Group will prepare topographic basemapping using aerial mapping supplemented with conventional ground survey data for that project area. Aerial imagery will be used to compile 3D data commensurate to cross sections taken at a 25' intervals across the project area, plus visible grade breaks. Aerial imagery will be used to show the location of substantial features observed in the process of conducting the fieldwork, such as pavement, curbing, driveways, ramps, concrete pads, parking areas, signs, landscaped areas, utilities, drainage and irrigation features, trees. Ground survey locations will be used to establish horizontal and vertical control for the project, set aerial control for the project and to collect several key points across the site to enhance and verify the aerial imagery. Elevations for the mapping will be per Town of Queen Creek datum. The basemapping will include the measured locations of sections lines and descriptions of each found monument, locations of right of way line and lot lines per record data available from the Maricopa County Assessor's office. An AutoCad drawing file and surface for the project area will be created as part of this task. See below for the aerial imagery control diagram for this project.



Attachment: a. Project Order #6 (TY Lin Project Order #6)

Supplemental Survey

Fixed Fee: \$11,440

Up to 60 hours of supplemental ground topo will be utilized to locate features within the project area as more specifically directed by Client. Features to survey will be directed by the Client and may include locations of existing utilities, inverts for drainage structures, storm drain manholes, catch basins and other drainage features, sewer manhole inverts. An attenuator vehicle will be used for safety purposes when collecting invert data within high traffic areas. This information will be added to the AutoCad basemapping.

Legal Descriptions with Exhibits

Fixed Fee: \$28,000

EPS Group will prepare 40 legal descriptions and exhibits for the project. For a parcel, a Condition of Title Report (provided by others) will be utilized to confirm the location of the boundary lines for the parcel within the project basemap. The basemap will be updated with any changes resulting from review of this data. Existing easements for the parcel will be added to the basemap per the Schedule B items shown in the Condition of Title report. The exhibit prepared for a parcel will display the boundary of parcel, existing easements, and the new right of way (or easement boundary). The exhibit will be provided in two forms: one with an aerial image overlaid in the background for a visual aid and one that does not include the aerial imagery (which will be used for recordation purposes). A legal description corresponding to the exhibit will be prepared. Both the legal description and exhibit will be sealed by an Arizona registered land surveyor.

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,

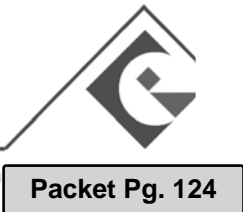


Mary Kennedy, RLS
EPS Group, Inc.

Accepted by: _____ Date: _____

For: _____ Title: _____

Attachment: a. Project Order #6 (TY Lin Project Order #6)





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: a. Project Order #6 (TY Lin Project Order #6)



James Barr, PE
TY Lin International
60 East Rio Salado Pkwy, Suite 501
Tempe, AZ 85281

VIA E-MAIL

Dear James:

**Re: Subsurface Utility Engineering Services
Meridian Rd, Coombs Rd to Queen Creek Rd**

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below.

Scope of Services

SUE Level A: Utility Potholes (Locate)

Utility Potholes will be performed where the vertical location of existing underground utilities is critical. TY Lin International (TY Lin) will identify pothole locations based on their conflict analysis during the 30% - 60% Preliminary Design Stage as outlined in the Town of Queen Creek's CIP Design Submittal Requirements. Additional Utility Potholes may be required at the 90% Final Design Stage. CobbFendley will assist with the final pothole placement to limit impacts to traffic and local businesses. A detailed description of pothole services is below under SUE Level A services. **A total of 40 Potholes are included in this proposal.**

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility.

During Level A Services, CobbFendley will:

1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
2. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
3. Measure and record the following data on an appropriately formatted pothole data field sheet.
 - A. Depth to top and/or bottom of utility.
 - B. Horizontal location tied to surface features.
 - C. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - D. Utility facility material(s).
 - E. Utility facility condition.
 - F. Pavement thickness and type.
 - G. Coating/Wrapping information and condition.
 - H. Unusual circumstances or field conditions.

4. Excavate potholes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
5. Be responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action to be taken.
6. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.
7. Provide complete restoration of work site and landscape to equal or better condition than before excavation.

SERVICES TO BE PROVIDED BY TY LIN

TY Lin shall furnish the following information, as available, for SUE services at no cost to CobbFendley:

1. Provide roadway plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and pothole locations for the selected projects. CobbFendley may review the pothole locations and recommend changes, as required.
2. Lists of utility and/or agency contact persons if known.
3. Other available information or assistance as appropriate.
4. Provide utility line style and symbology, if desired.

Queen Creek Design Item Master List: Item #32000

TY Lin – Utility Potholes (Meridian Rd, Coombs Road to Queen Creek Road)

Classification	Rate	Unit	Quantity	Cost
Project Manager	\$ 190.00	Hour	12	\$2,280.00
Technician I (Drafting)	\$ 85.00	Hour	8	\$680.00
Utility Potholes*				
0-5 feet deep (outside pavement or near edge)	\$ 550.00	Each	20	\$11,000.00
0-5 feet deep (in pavement)	\$ 600.00	Each	12	\$7,200.00
5-8 feet deep (in pavement)	\$ 650.00	Each	8	\$5,200.00
8-12 feet deep	\$ 700.00	Each	0	\$0.00
12-16 feet deep	\$ 800.00	Each	0	\$0.00
Vacuum Excavation Truck w/ 2 Technicians	\$ 250.00	Hour	0	\$0.00
Ground Penetrating Radar: 1 Technician w/truck & equipment	\$ 140.00	Hour	0	\$0.00
Other Direct Expenses				
MAG Standard (Half Sack Slurry Backfill in ROW)	\$ 400.00	Day	2	\$800.00
Hot Patch Asphalt Restoration	\$ 150.00	Each	5	\$750.00
TCP (Lane Closure-Traffic Attenuator) At Cost +10%	\$ 700.00	Day	2	\$1,400.00
Municipal Permit Application & Review At Cost +10%	\$ -	Each	0	\$0.00

*Rates shown include personnel, vehicles & standard equipment necessary to complete the task. Municipal Permit fees will be passed through to client at Cost +10% and will include supporting backup documentation for all approved reimbursable expenses.

Subtotal for Personnel	\$2,960.00
Subtotal for Utility Potholes	\$23,400.00
Subtotal for Other Direct Expenses	\$2,950.00

TOTAL	\$29,310.00
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Basis of Compensation

The above scope of SUE Level A services can be completed at a unit rate of \$550/Pothole. This is a project specific rate. The total value of this proposal is \$29,310.00.

If this summary is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Jim McCarty
SUE Project Manager

Attachment: a. Project Order #6 (TY Lin Project Order #6)

March 5, 2019

James Barr, PE
 Transportation Group Manager
 T.Y. Lin International
 60 East Rio Salado Parkway
 Suite 501
 Tempe, Arizona 85281

**SUBJECT: Proposal for Geotechnical Investigation – Revision 2
 Town of Queen Creek
 Meridian Road Improvements – Combs Road to Queen Creek Wash;
 and Queen Creek Road to Germann Road
 Queen Creek, Arizona**

Dear James:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal for professional geotechnical engineering services for the referenced project. This revision addresses the deletion of a roadway segment between Queen Creek Road and Lenora Way.

PROJECT INFORMATION

We understand the Town of Queen Creek (TQC) is planning to improve two portions of Meridian Road (alignment of Moeur Rd). The first segment extends from Combs Road (alignment of Riggs Road) north approximately 4,000 feet to Queen Creek Wash and the second segment extends from Queen Creek Road north approximately 5,200 feet to Germann Road. Within the first segment, Meridian Road is currently two lanes, and paved with asphaltic concrete (AC) from Combs Road to about 680 feet north, and is gravel surfaced for the remainder. The second segment is a two-lane unpaved road.

The TQC plans to improve these sections of Meridian Road to 6-lane principal arterials. AC pavement sections will be designed in accordance with the TQC Design Standards and Procedures Manual (2016). A box culvert structure will be built within Queen Creek Wash (at the north end of the first segment). Based on provided preliminary drawings, the box will be constructed near an existing grade control structure that was built in 2006.

SCOPE OF SERVICES

Task 1 - Ethos will setup the project; review available project plans and develop a field exploration plan showing the intended test locations. This plan will (if requested) be submitted to T.Y. Lin International (TY Lin) (or others, as directed) such that the test locations can be checked for possible environmental impacts (to be performed by others).

Task 2 – Following approval of our field exploration plan, we will lay out the locations of the planned borings. We assume there are enough site features in order to lay out our



9180 S. Kyrene Rd #104
 Tempe, AZ 85284

borings without the need for additional survey. We are prepared to apply for and obtain a permit from the Town of Queen Creek in order to perform the test drilling.

Based on initial observations, it does not appear that these sections of road are heavily traveled. We therefore assume that minimal traffic control, in the form of Road Work and Shoulder Work Ahead along with traffic cones, will be required to advance the borings.

Task 3 - Ethos will subcontract a drill-rig and crew to complete 12 borings with 8-inch hollow-stem augers to a depth of 5 feet or prior practical refusal along the two sections of roadway. The borings will be spaced at approximate 600- to 1,000-foot intervals and located to minimize impacts to existing traffic. In addition, we will drill one boring to a depth of 25 feet adjacent to Queen Creek Wash for installation of the box culvert. We will also plan to excavate two hand dug pits within Queen Creek Wash to obtain samples for scour analysis. We will coordinate this sampling with the TY Lin drainage engineer.

An Ethos field geotechnical engineer will oversee the drilling operations and log the test borings and hand pits. The borings and hand dug pits will be backfilled upon completion in accordance with permit requirements. For costing purposes, we are assuming that each boring and hand dug pit will be backfilled with cuttings.

Task 4 - Ethos will perform selected laboratory testing on samples obtained from our field exploration. The tests will be used to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analyses. The proposed laboratory tests are included in Table 1.

Table 1 – Summary of Planned Laboratory Testing

No. of Tests	Test	Description
15	Sieve Analysis	Soil classification, pavement design, and hydraulic analysis
15	Atterberg Limits (LL, PL & PI)	Soil classification and pavement design
8	Moisture/Ring Density	Moisture/In-situ density characteristics
2	R-values	Subgrade strength characteristics for pavement design
1	Consolidation	Subgrade settlement characteristics
1	Sulfates and Chlorides	Soil corrosion characteristics
2	Remolded Swell	Soil swell characteristics for pavement design
1	Proctor	Moisture-density relationship for swell

Task 5 - Ethos will develop geotechnical recommendations for the pavement sections as well as for the planned box culvert in Queen Creek Wash. Our recommendations will be discussed with TY Lin prior to preparation of a design report.

Task 6 - We will prepare a geotechnical exploration report which provides recommendations for the planned sections of roadway and the box culvert crossing at Queen Creek Wash. This report will address only those segments of Meridian Road specifically investigated as part of our investigation. The report will include the following, at a minimum:

- Site plan showing the test locations and logs of the test borings and hand pits
- Laboratory test results
- Discussion regarding our field investigation

- Discussions regarding regional geology and groundwater conditions
- Discussions regarding ground subsidence and earth fissures
- Site seismic coefficients
- Above-discussed recommendations (Task 5) regarding pavement and box culvert

The results of our field exploration, field and laboratory tests, engineering analyses, and our recommendations will be summarized in a written report prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona. Given the limited scope of services, we intend to address The TQC Task ID's 31000 (Pavement Investigation and Geotechnical Services) and 43000 (Geotechnical Investigation), within the same document.

PROJECT SCHEDULE

We anticipate our services will be completed in approximately 6 weeks after notice-to-proceed (NTP) or upon receipt of any needed environmental clearances, whichever is last provided. We will begin the exploration process within 5 days of NTP. Activities will include site layout, Arizona 811 notification, and drilling. We will complete the drilling within 8 working days of receipt of the TQC permit. We estimate the report will be available within 3 weeks of the completion of test drilling.

AUTHORIZATION

We will proceed upon NTP (receipt of the executed TY Lin subcontractor agreement).

PROJECT FEES

Our services will be performed under the direction of an Arizona registered Professional Civil Engineer. Based on the proposed scope of work and our understanding of the project, we propose to complete the scope of work presented above for a lump-sum fee of **\$15,547**. The estimated fees are based on the attached Work-hour Estimate, Derivation of Fees and Mileage Estimate. Labor was derived from an overhead rate of 145 percent and a fee of 10 percent.

The above fees are based on the scope of work included in this proposal. If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

Our fees will be invoiced on a monthly basis not to exceed the indicated amount. In the event that field conditions require a modification to the scope of work developed for this proposal and may affect either our planned project schedule or budget, we will contact you at the earliest opportunity to discuss these conditions. Invoices will be due and payable within 30 days of receipt.

ASSUMPTIONS

We have assumed the following:

- The site is accessible to both foot and truck traffic.
- There are no private underground utilities on the site.
- Ethos will obtain permits from The TQC to perform drilling within their right of way (as needed), and permit fees are assumed to be waived.

SAFETY

The safety of our employees is of paramount concern to Ethos. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of services and associated fees.

LIMITATIONS

The geotechnical services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the geotechnical profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on visual observations, the review of plans prepared by others, and the completed small diameter test borings. It is likely that conditions will vary between or beyond the data evaluated, given the relative wide spacing of the borings. Ethos makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,

ETHOS ENGINEERING LLC

Reviewed by:



Keith Dahlen, PE
Principal | Senior Geotechnical Engineer



Francisco J. Garza, PE
Senior Geotechnical Engineer

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Attachments: Work-Hour Estimate
Derivation of Fees
Mileage Estimate



9180 S. Kyrene Rd #104
Tempe, AZ 85284

COQC - Combs & Meridian
Ethos Engineering, LLC - Man-Hour Estimate

Task	Project Work Task	Project Manager	Engineer - Sr.	Designer - Sr.	CADD Technician	Admin	Total Hours
1	Data Review & Permitting	4	6	2	0	0	12
2	Boring Layout and Bluestake	1	4	0	0	0	5
3	Test Drilling	1	8	8	0	0	17
4	Laboratory Testing	0	2	0	0	0	2
5	Engineering Analyses	2	2	2	0	0	6
6	Report Preparation	4	8	6	1	3	22
	TOTAL	12	30	18	1	3	64

Attachment: a. Project Order #6 (TY Lin Project Order #6)

Ethos Engineering, LLC



DERIVATION OF COST

DIRECT LABOR (OH + FEE BASIS)

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Estimated Labor Costs</u>
Project Manager	12	\$79.76	\$957.12
Sr. Engineer	30	\$58.00	\$1,740.00
Engineer	18	\$46.75	\$841.50
CADD Technician	1	\$28.84	\$28.84
Administrative	3	\$25.00	\$75.00
Total Hours:	<u>64</u>		

Direct Labor: \$3,642.46

Plus Overhead @ 145%: \$5,281.57

Subtotal: \$8,924.03

Plus 10% Fee: \$892.40

Total Labor: \$9,816.43

DIRECT EXPENSES

Vehicle Mileage (Personal)	150 mi. @	\$0.545 /mi.	\$81.75
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Total Estimated Direct Expenses: \$81.75

OUTSIDE SERVICES

Test Drilling	\$1,548.00
Traffic Control	\$125.00
Laboratory Testing	\$3,976.00

Total Estimated Outside Services: \$5,649.00

By:

TOTAL LUMP SUM COST: \$15,547.00

Keith Dahlen, Contract Manager

March 5, 2019

Packet Pg. 137

Attachment: a. Project Order #6 (TY Lin Project Order #6)

COQC - Combs & Meridian
Ethos Engineering, LLC - Mileage Estimate

Project Task	No. of Two -Way Trips	Miles per Trip	Total Miles
Data Review & Permitting	1	50	50
Boring Layout and Bluestake	1	50	50
Test Drilling	1	50	50
Report Preparation	0	0	0
TOTAL			150

Attachment: a. Project Order #6 (TY Lin Project Order #6)



L O G A N S I M P S O N

August 9, 2018
 REVISED: 03/05/2019

Mr. James Barr
 Associate Vice President
 Transportation Group Manager
 T.Y. Lin International
 60 E Rio Salado Pkwy Suite 501
 Tempe, AZ 85281

RE: Proposal – Meridian Road: Combs Road to Germann Road
 Logan Simpson Project No.: 183321

Dear Mr. Barr,

As requested, I have modified the design scope and fee proposal (dated 12.20.18) with the following scope changes:

- Eliminate the final design efforts (beyond 30% level) for the landscape and irrigation improvements between Lenora Way (1/4-mile south of Ocotillo) and Queen Creek Road (approx. 5,600' in total length)
- Eliminate the final design effort (beyond 30% level) for the landscape and irrigation improvements located between Ocotillo and Ironwood Crossing development (approx. 2,000' in length)

Logan Simpson will prepare Preliminary Landscape and Irrigation Plans and Cost Estimate (30% level) for the full width of Meridian Road – Combs Road to Germann Road. After the Preliminary plans are approved by the Town of Queen Creek, Logan Simpson will prepare Final 100% Permit/Bid Construction Documents (plans, specs, cost estimate) for the Half Street Improvements described below:

- Western Half Street Improvements between Combs and Lenora Way (approx. 9,400' in length)
- East half street between Queen Creek Road and Germann Road (approx. 4,500' in length)

Logan Simpson is pleased to submit this proposal for the Town of Queen Creek's Meridian Road: Combs Road to Germann Road project. Please contact me or Vicki Casteel at (480) 967-1343 if you have any questions.

With regards,

Wayne Colebank
 Principal

Attachment: a. Project Order #6 (TY Lin Project Order #6)



L O G A N S I M P S O N

SCOPE OF WORK MERIDIAN ROAD: COMBS ROAD TO QUEEN CREEK ROAD

General:

The intent of this proposal is for Logan Simpson to provide environmental, landscape design, and bridge aesthetic design services for the Town of Queen Creek's (Town) improvements to Meridian Road (Combs Road to Queen Creek Road). Based on our understanding of the project, no federal funding is being used. Therefore, environmental clearance requirements for this project are relegated to compliance with the Clean Water Act (CWA). As part of this proposal, Logan Simpson will prepare a CWA Section Preliminary Jurisdictional Delineation and Nationwide Permit (NWP) application and requisite Class III pedestrian survey report and Biological Evaluation. The proposed project area is identified as an approximately 140-foot wide corridor centered along the Meridian Road alignment.

Task 400(A), Section 404 Permitting

Preliminary Jurisdictional Delineation

Logan Simpson will conduct a field survey of the project area to evaluate the jurisdictional limits of Queen Creek Wash within the project area, a potential Waters of the US (Waters) which is anticipate to be regulated by the US Army Corps of Engineers (USACE). The field survey protocol will be in accordance with the USACE's March 2017 Minimum Standards for Acceptance of Aquatic Resources Delineation Reports. Based on the field survey, Logan Simpson will prepare a Preliminary JD report for the project area. The Preliminary JD report will include: cover letter to the USACE summarizing the findings of the field reconnaissance, project description, evaluation of potential Waters, aerial photographs depicting the limits of Waters, ground photographs, JD Physical Characteristics and Other Information table, a Preliminary Jurisdictional Determination Form, and the USACE Aquatic Resources sheet. The results of the Preliminary JD will be used to review the level of encroachment into potential Waters by the improvements and to assess the permitting necessary for project activities. The Preliminary JD report will be provided to the Town with the documentation discussed below.

Nationwide Permit Preconstruction Notification

Modifications and/or disturbance to Queen Creek Wash will occur as a result of the project activities (i.e., drainage improvements, scour protection, roadway grading, bridge construction) and are expected to result in greater than 0.10-acre of permanent impacts to Waters. As a result, the submittal of a NWP No. 14 (Linear Transportation Projects) Preconstruction Notification (PCN) application to the USACE will be necessary to authorize the activities under the USACE 2017 Nationwide Permit Program. Logan Simpson will prepare a PCN to request the USACE authorization. The PCN application package will



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include a description of the project purpose and need, ENG 4345 Form, figures illustrating impacts to Waters, and design plan and profile sheets. The Preliminary JD report included in this Scope of Work will be provided to the USACE for concurrent review as part of the final PCN request. Supporting cultural and biological resources documentation prepared as part of this Scope of Work will also be provided with the PCN. We assume that miscellaneous technical data, drainage reports, typical engineering details, and design plans for the project will be provided in a timely manner to Logan Simpson. One electronic copy of the final PCN will be provided to the Town for review and forwarding to the USACE. Three (3) meetings are anticipated during the design phase to address the CWA and related environmental issues.

Task 400(B), Cultural Resources Class III Inventory

Most of the project corridor on Town-owned land is subject to compliance with the Arizona Antiquities Act (AAA), and the segment that crosses Queen Creek Wash is subject to compliance with 36 CFR Part 800, the regulation implementing Section 106 of the National Historic Preservation Act (NHPA) as part of the Section 404 permitting process. Based on preliminary research on AZSITE (the statewide electronic inventory of cultural resources), small portions of the Meridian Road right-of-way (ROW), between Queen Creek Road and Combs Road, were previously surveyed for cultural resources, and no archaeological sites were identified within the proposed project area. Previous surveys did identify cultural resources within one-half mile of the current project area. However, the large Hohokam village site of Massera Ruin (AZ U:10:22[ASM]) is located slightly more than a half mile west of the northern part of the proposed ROW. The previously surveyed sections of the Meridian Road ROW are over 10 years old, therefore, do not meet the State Historic Preservation Office (SHPO) Guidance Point Number 5 standards. As a result, Logan Simpson is proposing to complete a Class III survey for the entire Meridian Road project area.

A Class III survey will include background research for the project area and surrounding one-mile radius. Records will be gathered from the State Historic Preservation Office (SHPO) and the Arizona State Museum (ASM) via AZSITE. Logan Simpson will further consult electronic copies of General Land Office and historic USGS topographical maps available for the area, as well as the National Register Information System, to collect information on historic buildings and structures and National Register of Historic Places (NRHP)-listed properties that may be located within the project area. Logan Simpson will conduct an intensive pedestrian archaeological survey for the project ROW. We will conduct a systematic survey of the 50.9-acre project area (3-mile, 140-foot-wide ROW corridor) walking parallel transects spaced no greater than 15 m apart. If any archaeological sites are identified, Logan Simpson will use ASM forms to document the finding. Scaled site maps will be drawn of each site illustrating the site boundary, a mapping datum, features, artifact concentrations, diagnostic artifacts, contour lines, drainages, impacts to the site, and landmarks. All GPS and GIS data for this project will be recorded in Zone 12 using the North American 1983 (NAD 83 CONUS) datum. Logan Simpson will



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collect accurate polygons for all site boundaries and a point file will be collected for each feature or possible feature that is identified. We will also compile a detailed photographic record using cultural resources photographic logs. Site overview photos will be taken as will photos depicting all features and diagnostic artifacts at each site. Overview photographs will also be taken of areas of disturbance whether they are anthropogenic (e.g. looters' pits, grazing, earth moving, vehicle impacts) or natural (e.g. arroyo cutting, bioturbation).

Upon completion of the survey Logan Simpson will draft a cultural resources report that summarizes all findings, previous work done within one-mile of the study area, National Register of Historic Places (NRHP) eligibility recommendations, site forms, management recommendations, and an extensive GIS database containing cultural resources locations and attributes. The report will meet or exceed SHPO standards. The Class III survey and report will address the Section 106 process in support of the Section 404 permit application and consultation with SHPO. One electronic copy of the final report will be provided to ASM, SHPO, USACE, and the Town in compliance with both the AAA and Section 106 of NHPA. The Town's copy will be provided with the PCN submittal.

Note that the fees required for this project for ASM compliance reviews (for report reviews and records management) are currently unknown and estimated. As a result, a precise cost for these reviews cannot be obtained until a formal quote has been obtained from ASM. Logan Simpson's estimate in this proposal for ASM reviews (\$4,500) might need to be adjusted upward or downward depending on the official quotation received from ASM. Logan Simpson will advise TYL as soon as this cost is known to ascertain the procedure necessary to adjust Logan Simpson's contract amount to reflect the correct review cost.

Task 400(C), Biological Memorandum

Logan Simpson will provide a qualified biologist to conduct an on-site reconnaissance-level survey of the project area; utilize the Arizona Game and Fish Department's (AGFD) On-line Environmental Review Tool and US Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPaC) decision support system to obtain species lists for the project area; access GIS-based natural resource data; and document the presence or absence of suitable or occupied habitats for threatened, endangered, and sensitive (TES) species in a technical Memorandum. The presence of nesting migratory birds and invasive/noxious weeds will be assessed during the biological survey, with mapped locations and recommendations to address any potential biological resource issues identified in the technical Memorandum.

Upon completion of the draft technical memorandum, a copy will be provided to TYL and the Town. Final copies of the documents will be provided with the PCN.



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Task 10800 Landscape and Aesthetics Design

Logan Simpson will prepare Preliminary Landscape and Irrigation Plans and Cost Estimate (30% level) for the full width of the 2.5 miles of Meridian Road medians and peripheral ROW landscape areas. Within this new limit of work to Germann Road, the Barney Farms development will be completing all of the half-street landscape and irrigation design for their associated frontage (approx. 4,000' in length along the west side of the road north of Queen Creek Road). For this extended street improvement, Logan Simpson will complete landscape and irrigation design for only the east side of the road as well as full width that is located north of the Barney Farms Development (approx. 800' in length to Germann Road).

After the Preliminary Plans are approved by the Town of Queen Creek, Logan Simpson will prepare Final 100% Permit/Bid Construction Documents (PS&Es - plans, specs, cost estimate) for the half street improvements described below:

- Western Half Street Improvements between Combs and Lenora Way (approx. 9,400' in length)
- East half street between Queen Creek Road and Germann Road (approx. 4,500' in length)

Logan Simpson will attend three (3) project coordination meetings to address landscaping items. The goal of the meeting is to get acquainted with the design team, project scope, program, engineering design, and schedule. It is anticipated that there will be additional landscape and irrigation coordination with the Barney Farms Development.

Landscape Design and Construction Documents: The overall landscape approach will be to develop an attractive environment with plant material that is contextual to the surrounding Community, aesthetically pleasing, seasonally colorful, and sustainable in a low desert environment. Logan Simpson will prepare Preliminary Landscape Plans that provide both the proposed layout and quantity of the landscape and inert material within the full width improvement areas along Meridian Road. Plan sheets will be designed 1"=30' or 40', as agreed upon. Up to 8 double-stacked plan sheets will be produced.

The final landscape PS&Es will identify the locations of plants and inert groundcovers within the half street improvement described above. The plans will also include a plant key, materials schedule, and plant quantities. Installation details and technical specifications for landscape components will also be provided. Logan Simpson's standard landscape details and technical specifications will be utilized. No special details are anticipated.

Irrigation Design and Construction Documents: Logan Simpson will prepare a Preliminary Irrigation Plan for full width of the Meridian Roadway project. The irrigation system will be designed to meet the project's overall water management goals of the project. The irrigation plans will identify all necessary piping and equipment required for a fully functioning reclaimed water drip irrigation system.



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The final irrigation PS&Es will identify equipment and materials required for a full functioning, automatic drip irrigation system within landscape half-street Improvements described above. We anticipate that the irrigation system will be connected to a City potable water line via a new meter located within the construction limits (the meter and water service is to be designed and specified by TYL and placed as a location requested by Logan Simpson). The irrigation power source is expected to be provided from a J-box on a street light pole; Logan Simpson will coordinate with the lighting designer for this service. If obtaining power from a pole is not viable, TYL or the lighting designer will be responsible for providing the power service at a location requested by Logan Simpson. The irrigation system components (water meter, backflow device, valves, etc.) will be sized and the irrigation piping will be broken down on the plans by schedule and size. Plan sheets will match the landscape plan scale. Logan Simpson's standard irrigation details will be utilized. No special details are anticipated.

Logan Simpson will produce aesthetic design PS&Es for improving the appearance of the Queen Creek Wash bridge. Logan Simpson will prepare the PS&Es in accordance with the Town's street theme or adjacent development. During the design phase, TY Lin (TYL) will be responsible for continuously providing Logan Simpson with updated engineering plans showing proposed street, structures, drainage, utilities, and any other engineering data relevant to this scope of work. It is anticipated that there will not be an interim temporary paving phase for the Queen Creek Wash.

Structure Aesthetics Design: In consultation with TYL, Logan Simpson will prepare PS&Es for aesthetic improvements to the parapet walls and associated railings. The work will generally consist of assigning surfacing patterns and colors for the walls and/or introducing modified railing designs or introducing additional railing features to achieve the aesthetic objectives. No original design patterns or art elements will be designed. Up to 2 plan sheets will be produced.

Logan Simpson will prepare a preliminary estimate of probable cost of construction for the landscape and irrigation elements of the project. The landscape and irrigation components will be itemized and quantified with unit prices extended to arrive at a subtotal cost for these items. For the bridge aesthetic element, Logan Simpson will coordinate with TYL to determine the anticipated construction cost. A total cost for the work will be submitted to TYL in digital and hard copy using an Engineer's Estimate in Excel format.

The design phase submittals are expected to comply with the Town's CIP Design Progress Submittal Inclusion Requirements. Plans will be prepared and provided in AutoDesk and pdf formats. Supplemental specifications will be based on the MAG Standard Specifications and provided in Word and hard copy formats. TYL will be responsible for all reproduction, distribution, and review fees associated with the design phase submittals.



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Assumptions:

1. It is assumed that authorization of the proposed activities will be provided under a NWP 14 (Linear Transportation Projects). The preparation of an Individual Permit is not anticipated under this Scope or Work.
2. No work has been included in this proposal to address document preparation, coordination, and/or design efforts associated with a Section 404 draft compensatory mitigation/monitoring plan associated with the PCN. If it becomes necessary to perform activities to prepare a mitigation plan for losses identified in the PCN, a contract modification to this Scope of Work will be submitted to complete any requested work.
3. It is anticipated that Section 401 water quality certification will be conditional for this project; therefore, no separate application will be necessary to the Arizona Department of Environmental Quality.
4. We have not included any time or effort for either informal or formal consultation with the USFWS in this Scope of Work. If informal or formal consultation with the USFWS is deemed necessary as a result of the biological field and office reviews, a modification to this Scope of Work will be required.
5. All meetings involving the Town will be held at the Town's offices.
6. TYL will be responsible for preparing notes for all meetings; Logan Simpson will provide redlines and/or revised text for notes related to our scope of work.
7. The final design final design efforts (beyond 30% level) for the landscape and irrigation improvements between Lenora Way (1/4-mile south of Ocotillo) and Queen Creek Road (approx. 5,600' in total length) and Ocotillo and Ironwood Crossing development (approx. 2,000' in length) is excluded from the scope.

Attachment: a. Project Order #6 (TY Lin Project Order #6)

Logan Simpson Design Inc.
 Project Name: Meridian Road
 LSD # 18-430
 Date: 03/05/19 (REVISED)

Tasks	Permitting Specialist, Associate	Biologist, Associate	Archaeologist II	Archaeologist I	Principal Landscape Architect	Landscape Architect, Sr.	Landscape Designer Associate	Landscape Designer	Irrigation Designer	GIS Analyst, Associate	Subtotal Hours	Subtotal Costs	Direct Expenses			Total Labor and Exp.	
													Mileage	ASM fees	Total		
													0.580	4,500.000			
Task 400 (A) Section 404 Permitting																	
Project Corodination	4										4	\$ 384	210		\$ 121	\$ 505	
Site visit (1 specialist)	6										6	\$ 576	70		\$ 41	\$ 617	
Preliminary JD	38									4	42	\$ 4,084	70		\$ 41	\$ 4,125	
Nationwide Permit (PCN)	48									4	52	\$ 5,044	70		\$ 41	\$ 5,085	
												\$ -			\$ -	\$ -	
Subtotal Task 400 (A) Labor	96	0	0	0	0	0	0	0	0	8	104	\$ 10,088	420	0	\$ 244	\$ 10,332	
Task 400 (B) Cultural Resources																	
Project coordination			4							1	5	\$ 404		1	\$ 4,500	\$ 4,904	
Background research			4								4	\$ 295			\$ -	\$ 295	
Fieldwork mobilization			2	2						3	7	\$ 579			\$ -	\$ 579	
Travel			3	3							6	\$ 378	70		\$ 41	\$ 419	
Survey			2	2							4	\$ 252			\$ -	\$ 252	
Site recording			2	2							4	\$ 252			\$ -	\$ 252	
Draft report			40							2	42	\$ 3,170			\$ -	\$ 3,170	
QA/QC			5								5	\$ 369			\$ -	\$ 369	
Final report			2								2	\$ 148			\$ -	\$ 148	
Compliance				2						1	3	\$ 213			\$ -	\$ 213	
Subtotal Task 400 (B) Labor	0	0	64	11	0	0	0	0	0	7	82	\$ 6,060	70	1	\$ 4,541	\$ 10,601	
Task 400 (C) Biological Resources																	
Conduct site visit (1 biologist)		4									4	\$ 450	70		\$ 40	\$ 490	
Prepare technical memorandum		18								4	22	\$ 2,461			\$ -	\$ 2,461	
											0	\$ -			\$ -	\$ -	
Subtotal Task 400 (C) Labor	0	22	0	0	0	0	0	0	0	4	26	\$ 2,911	70	0	\$ 40	\$ 2,951	
Task 10800 Landscape and Irrigation																	
Landscape design					12	52	24	122			210	\$ 21,165	140		\$ 81	\$ 21,246	
Irrigation design					2	6	22	12	44		86	\$ 8,795			\$ -	\$ 8,795	
Aesthetics design					6	16		32			54	\$ 5,805			\$ -	\$ 5,805	
											0	\$ -			\$ -	\$ -	
											0	\$ -			\$ -	\$ -	
Subtotal Task 10800 Labor	0	0	0	0	20	74	46	166	44	0	350	\$ 35,765	140	0	\$ 81	\$ 35,846	
Subtotal Labor Hours	96	22	64	11	20	74	46	166	44	19	562	\$ 54,824	700	1	\$ 4,906	\$ 59,730	
Subtotal Labor Costs	\$9,216	\$2,475	\$4,723	\$575	\$3,860	\$10,213	\$4,554	\$12,649	\$4,488	\$2,071	\$62	\$ 54,824	\$ 406	\$ 4,500	\$ 4,906	\$ 59,730	
Direct Rate	\$ 32.00	\$ 37.50	\$ 24.60	\$ 17.42	\$ 64.33	\$ 46.00	\$ 33.00	\$ 25.40	\$ 34.00	\$ 36.33							
Overhead 172.73%	\$55.27	\$64.77	\$42.49	\$30.08	\$111.12	\$79.46	\$57.00	\$43.87	\$58.73	\$62.76							
Profit 10.0%	\$8.73	\$10.23	\$6.71	\$4.75	\$17.55	\$12.55	\$9.00	\$6.93	\$9.27	\$9.91							
Salary Rate	\$96.00	\$112.50	\$73.80	\$52.25	\$193.00	\$138.01	\$99.00	\$76.20	\$102.00	\$109.00							
Labor												\$ 54,824					
Expenses												\$ 4,906					
Total Fee												\$ 59,730					

Attachment: a. Project Order #6 (TY Lin Project Order #6)



4 March 2019

James Barr, PE
 TY Lin International
 60 East Rio Salado Parkway, Suite 501
 Tempe, Arizona 85281

**Subject: MERIDIAN ROAD INTERIM IMPROVEMENTS
 TRAFFIC ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL**

Dear Mr. Barr:

Thank you for asking Southwest Traffic Engineering, LLC (SWTE) to provide you with a proposal for Traffic Engineering services as they relate to the Meridian Road Interim Improvements project in Queen Creek, Arizona. The need and requirements for the services are based on conversation with you, representative for Ty Lin International (TY Lin). Based on your request and our conversations with TY Lin, traffic analysis and traffic engineering design services will be required for the project.

Please find enclosed our proposed Scope of Services and signed Fee Proposal for the requested traffic engineering services for the above project. SWTE is proposing an overall lump sum fee of **\$56,827.00** to perform the tasks described in the Scope of Services. A detailed breakdown of the person-hours and direct expenses is attached for your review and approval.

If this proposal meets with your approval, please indicate so by forwarding us a subconsultant agreement for review and signature along with a signed Notice to Proceed for our records. We are ready to begin the work upon receipt of the Notice to Proceed. If you have any questions, feel free to contact me at 602.266.SWTE (7983). Thank you again for asking us to assist you with this project. I am

Sincerely Yours,

Andrew Smigielski, PE, PTOE, PTP
 Southwest Traffic Engineering, LLC
 Principal of the Firm

Enclosures

Attachment: a. Project Order #6 (TY Lin Project Order #6)



TOWN OF QUEEN CREEK

SCOPE OF SERVICES FOR

MERIDIAN ROAD INTERIM IMPROVEMENTS Combs Road to Queen Creek Road

TRAFFIC ENGINEERING SERVICES

4 March 2019

SUMMARY OF TASKS:

- Perform a field review at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road intersections within the project limits.
- Complete a traffic analysis at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road to determine the necessary lane configurations and turn lane requirements at the intersections.
- Create 60%, 90%, 95% (Pre-Final) and Final traffic signal plans at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road within the project limits.
- Attend a Project Kick Off meeting and up to six (6) project progress/comment resolution meetings with representatives of the Town of Queen Creek (QC) and TY Lin International (TY Lin).

BACKGROUND:

As traffic volumes continue to increase in QC and the need for wider north/south routes becomes apparent, the Town of Queen Creek has moved forward with the design and construction of interim improvements along Meridian Road between Combs Road and Queen Creek Road to prepare for a future six-lane arterial along the entire route. Multiple design teams have been tasked with these projects. TY Lin has been tasked with the interim roadway improvements at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road. Traffic signals will be installed at the Combs Road/Meridian Road and Queen Creek Road/Meridian Road.

The project design team includes **TY Lin International** (TY Lin) (survey, base plan preparation, utility coordination, roadway, ADA, pavement, and drainage design) and **Southwest Traffic Engineering, LLC (SWTE)**. SWTE has been tasked with providing traffic analyses and traffic signal plans within the project limits.



The traffic signal design will conform to QC CAD and plan sheet layout standards. Moreover, the design of the project will be completed using AutoCAD drafting software. The traffic engineering design plans will be inserted into the overall TY Lin project design plan set. Based on these guidelines, the following tasks are assumed;

TASKS:

Task 00100: Data Collection and Field Review

Traffic Design

SWTE will visit the project site with QC and TY Lin to collect data to verify lane configurations and traffic control devices within the project area in order to obtain an understanding of the proposed project. This field review will coincide with the project kick off meeting that is expected to be held on site.

TY Lin will provide SWTE with a current updated base plan, in electronic format (AutoCAD), for the proposed roadway, ADA, and drainage improvements that includes, right of way constraints, edge of existing and proposed pavement, existing and proposed structures, existing and proposed drainage features, existing roadway lighting systems and associated pullboxes, existing and proposed utilities, existing roadway signing, and existing pavement marking. TY Lin will also provide any obtainable record drawings for the existing roadway and intersections within the project limits.

The survey will include the following utility pole/wire information;

Power Pole Elevations

- Power pole base elevations for the two power poles on the northwest and southwest corners of the intersections at Combs Road/Meridian Road and Queen Creek Road/Meridian Road. Power pole base elevations for the two power poles on the southeast and southwest corners at the Combs Road/Meridian Road intersection.
- Elevations of the bottom three line connections at the two power poles on the northwest and southwest corners of the intersections at Combs Road/Meridian Road and Queen Creek Road/Meridian Road. Elevations of the bottom three line connections for the two power poles on the southeast and southwest corners at the Combs Road/Meridian Road intersection.
- Elevations of the bottom three line connections at the lowest point (sag point) between the two power poles on the northwest and southwest corners of the intersections at Combs Road/Meridian Road and Queen Creek Road/Meridian Road. Elevations of the bottom three line connections at the lowest point (sag point) between the two power poles on the southeast and southwest corners at the Combs Road/Meridian Road intersection.



Traffic Analysis – General Overview

Using traffic count data collected in Task 00100, **SWTE** will provide a traffic analysis that establishes the final geometrics at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road. The analysis will be completed for existing conditions and the years 2024 and 2028.

Data Collection:

SWTE will arrange for the collection of weekday AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM), peak hour turning movement counts at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road.

Seasonal factors will not be used to adjust the traffic counts. These traffic counts will be used to form a basis of volumes for intersection analyses.

Traffic Projections:

SWTE will work with QC staff to determine an appropriate growth rate in the area so that future volumes will be projected at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road for the weekday AM/PM peak hours of the years 2024 and 2028.

Capacity Analysis:

Weekday AM/PM peak hour levels of service will be calculated for the Combs Road/Meridian Road and Queen Creek Road/Meridian Road intersections in accordance with the 2016 Highway Capacity Manual. Capacity analysis will include calculations for the original two study intersections for the existing conditions, opening year of the project (2020), and the year 2028 without taking into account any intersection improvements.

The intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road will then be analyzed for the weekday AM/PM peak hour levels of service for the opening year of the project (2020), and the year 2028, with the intersection improvements.

If any levels of service are below QC thresholds, improvements will be recommended to mitigate the level of service deficiencies.

Auxiliary Lane Analysis:

Peak hour traffic volumes associated with the project, and calculated in in the Traffic Projections task, will be used to determine the need for auxiliary lanes at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road. If auxiliary lanes are required, the analysis will include the recommended minimum turn lane length.

Prepare Report:

SWTE will prepare a written report complete with tables and graphics that summarize the methodology, findings and conclusions of the traffic analysis. An electronic draft copy of the report will be submitted to TY Lin and the project team for review prior to packaging and sealing the report.



SWTE will provide one (1) electronic copy of the report in PDF (portable document format) to TY Lin for submittal to QC.

Revise Report:

If required, SWTE will revise the report based on comments received from QC. An electronic draft copy of the revised report will be submitted to TY Lin and the project team for review prior to packaging and sealing the report.

Following revisions, SWTE will provide one (1) electronic copy of the report in PDF format to TY Lin for final submittal to QC.

Task 10500: Traffic Signal Design

Using the base plan created by TY Lin, SWTE will prepare 60%, 90%, 95% (Pre-Final) and Final traffic signal design plans within the project limits stated above. The traffic engineering design plans will be inserted into the overall TY Lin plan set.

The traffic engineering design will also include responding to design review comments from QC on the 60%, 90% and 95% (Pre-Final) engineering plan submittals. All plan submittals will be in electronic format. The traffic engineering plan set will include the following sheets:

Traffic Signal:

The traffic signal design will focus on the location and layout of the proposed below and aboveground traffic signal control equipment at the intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road. The plans will include the proposed traffic signal pole locations, pull box locations, conduit run locations, mast arms, traffic signal heads, vehicle detection, pre-emption equipment, pedestrian push buttons, and proposed intersection geometrics. The traffic signal plan view sheets will be laid out at 1:20 scale. The traffic signal engineering design plans will be inserted into the overall plan set.

The traffic signal plan set will include the following sheets:

Combs Road/Meridian Road

Traffic Signal Layout	1 Sheet
Conductor and Pole Schedule	1 Sheet

Queen Creek Road/Meridian Road

Traffic Signal Layout	1 Sheet
Conductor and Pole Schedule	1 Sheet

Total Traffic Signal Sheets 4 Sheets

As part of the traffic signal design, Electrical Service Request Letters will be completed for each intersection. The Electrical Service Request Letters include coordination with the



power company to verify the power source for the proposed traffic signals. The Electrical Service Request Letters will be submitted to QC with the Final Plans.

Special Provisions/Opinion of Probable Cost:

The **SWTE** team will prepare separate Opinions of Probable Cost and Special Provisions for each intersection at the 60%, 90%, 95% (Pre-Final) and Final PS&E traffic signal design submittals.

Overhead Utility Clearance Report:

Using survey data provided by RPA detailing the overhead power pole locations and line elevations at intersections of Combs Road/Meridian Road and Queen Creek Road/Meridian Road, **SWTE** will calculate the projected horizontal and vertical clearances between the existing power lines and each traffic signal pole associated with the two proposed traffic signals within the project limits.

SWTE will prepare a written report, complete with tables and graphics, that summarize the methodology, findings and conclusions of the study.

SWTE will provide one (1) electronic copy in portable document format (PDF) of the Initial Overhead Utility Clearance Report to TY Lin for submittal QC and APS with the 90% submittal.

Based on QC and APS review of the Initial Overhead Utility Clearance Report, **SWTE** will prepare a Final Overhead Utility Clearance Report, complete with tables and graphics that summarize the methodology, findings and conclusions of the Analysis.

SWTE will provide one (1) electronic copy in PDF of the Final Overhead Utility Clearance Report to Ty Lin for submittal to QC and APS with the 95% (Pre-Final) plan submittal.

Task 21000: Project Management and Meetings

The **SWTE** team will attend a Project Kick Off and up to six (6) project meetings with representatives of TY Lin and QC, to discuss the traffic design. For this proposal, these meetings are assumed to be the following:

- 1 Kick Off Meeting on site – held in conjunction with a field review
- 6 Project Meetings in QC Offices

DELIVERABLES:

The following items will be delivered to the TY Lin International:

Traffic Analysis (2)

- 1 electronic copy of the draft Traffic Analysis in portable document format (PDF)
- 1 electronic copy of the revised Traffic Analysis in PDF

60% Plans

- 1 electronic plan set in portable document format (PDF)
- 4 Plan Sheets (includes Note, Plan, and Detail Sheets)
- 1 electronic copy of the Opinion of Probable Cost in Microsoft (MS) Excel format
- 1 electronic copy of Special Provisions in MS Word format

90% Plans

- 1 electronic plan set in portable document format (PDF)
- 4 Plan Sheets (includes Note, Plan, and Detail Sheets)
- 1 electronic copy of the Opinion of Probable Cost in Microsoft (MS) Excel format
- 1 electronic copy of Special Provisions in MS Word format
- 1 electronic copy of the Initial Overhead Utility Clearance Report

Pre-Final (95%) Plans

- 1 electronic plan set in portable document format (PDF)
- 4 Plan Sheets (includes Note, Plan, and Detail Sheets)
- 1 electronic copy of the Opinion of Probable Cost in Microsoft (MS) Excel format
- 1 electronic copy of Special Provisions in MS Word format
- 2 completed preliminary Electrical Service Request Letters
- 1 electronic copy of the Final Overhead Utility Clearance Report

Final Plans - Sealed by Registered Professional Engineer in Arizona

- 1 electronic plan set in portable document format (PDF)
- 4 Plan Sheets (includes Note, Plan, and Detail Sheets)
- 1 electronic copy of the Opinion of Probable Cost in Microsoft (MS) Excel format
- 1 electronic copy of Special Provisions in MS Word format
- 2 completed Final Electrical Service Request Letters
- 1 copy on compact disc (CD) of electronic design files

SCHEDULE:

The SWTE team will begin work immediately on notice to proceed from TY Lin and QC and will incorporate its schedule with QC.

ASSUMPTIONS:

The following assumptions were used in the preparing this scope of services and fee proposal:

- QC will provide available record drawings of the intersections and roadways within the project limits.
- TY Lin will provide an electronic base plan of the project improvements.
- Two traffic study horizons (2020, 2028)
- Two (2) weekday AM/PM peak hour turning movement counts will be taken.
- Only two intersections will be analyzed.

- No traffic signal warrant analysis.
- No Traffic Model Development.
- There will only be two (2) submittals.
- No pedestrian, vehicle speed, roadway, or traffic calming analysis.
- No crash analysis, collision diagram preparation or crash prediction analysis.
- No seasonal factor adjustment to traffic counts.
- No sight distance analysis.
- There will only be two (2) traffic analysis submittals.
- There will only be two (2) overhead clearance report submittals.
- There will only be four (4) plan submittals.
- The traffic design plans will be incorporated into the overall plan set.
- No traffic analysis outside of that outlined above.
- Up to seven (7) project meetings
- Comment resolution will be completed in conjunction with the progress meetings.
- No roadway/pedestrian lighting analysis or design.
- No traffic control design.
- No traffic signal interconnect design.
- No roadway signing/pavement design.
- QC provides for all permit application fees.
- No bid packaging.
- No construction administration or post design services.
- No utility coordination.
- Response to comments on only the 60%, 90% and 95% (Pre-Final) traffic engineering design.
- The project contract will be with TY Lin International.

ADDITIONAL ITEMS:

This scope of services includes field review, traffic counts, traffic analysis, traffic signal design, overhead utility clearance report preparation, meeting, and mileage costs.

Additional survey needs or traffic counts, if necessary, additional field reviews, additional meeting attendance, if requested by TY Lin or QC, additional traffic signal design (e.g. Euell Drive/Meridian Road), additional traffic study horizons, trip generation, traffic signal warrant analysis, additional traffic analysis submittal, seasonal factor adjustment to traffic volumes, crash analysis, collision diagram preparation, crash prediction analysis, traffic demand model completion, addition of traffic from adjacent developments or future roadway connections to analyze, additional plan submittals/printing, project/submittal coordination, permit application fees, permit application assistance, roadway/pedestrian lighting analysis and design, traffic control design, utility lateral crossing details, traffic signal interconnect design, roadway signing/pavement marking design, utility relocation design/coordination, additional plan sheets, potholing, post design services, final records and draft record drawings to show construction changes, or items not specifically outlined in this scope of services will be considered Additional Services and will be billed at our current rates. A schedule of hours and fee proposal has been attached to this scope of services.



Meridian Road Interim Improvements

Queen Creek, Arizona

4 March 2019

LABOR COSTS

Task	Description	Senior Traffic Engineer	Traffic Engineer	Traffic Designer	Project Assistant	Total
00100	Data Collection and Field Review	9	17	40	6	72
0100.1	Kick Off Meeting	1	1	1		3
0100.2	Site Reconnaissance/Data Collection	5	5	5		15
0100.3	Base Plan preparation			2		2
0100.4	Traffic Projections (2 horizons, 2 intersections)	1	6	4		11
0100.5	Capacity Analysis (2 inters, 5 conds)		1	3		4
0100.6	Auxiliary Lane Analysis (2 inters, 1 cond)			1		1
0100.7	Prepare Traffic Report	1	2	16	4	23
0100.8	Revise Traffic Report	1	2	8	2	13
10500	Traffic Engineering Design	16	109	186	7	318
10500.1	Traffic Signal Design (4 sheets)	6	80	128	3	217
10500.2	Electrical Service Request Letters (2)	1	2	4	2	9
10500.3	Opinion of Probable Cost/Special Provisions	1	4	8		13
10500.4	Comment Resolution (3 responses)	1	3	6		10
10500.5	QA/QC	2	4			6
10500.6	Overhead Clearance Analysis	2	8	16		26
10500.7	Prepare Initial OC Report	2	4	16	1	23
10500.8	Prepare Final OC Report	1	4	8	1	14
21000	Project Meetings (up to 8)	9	9	0	0	18
21000.1	Kick Off Meeting - See Data Collection					0
21000.2	Project Meetings in Queen Creek (6)	9	9			18

Subtotal	34	135	226	13	408
Rates \$	256.00	148.00	116.00	90.00	
Cost \$	8,704.00	19,980.00	26,216.00	1,170.00	56,070.00

Labor Costs \$ 56,070.00

EXPENSES

	Quantity		Rate	Fee
Mileage	700	@	\$ 0.545	\$ 381.50
Field Data Services (traffic counts)	1	@	\$ 376.00	\$ 376.00

Total Expenses

Expenses Total \$ 757.50

Total Proposed Fee

Project Total \$ 56,827.50

Use \$ 56,827.00

Attachment: a. Project Order #6 (TY Lin Project Order #6)



March 5, 2019

TY LIN International
60 E. Rio Salado Parkway
Suite 501
Tempe Arizona 85281

Re: **Meridian Road Street Light, ITS, and Irrigation Ctrl Electrical Design**

Attn: James Barr, P.E.

Dear James,

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

Task 10600 Lighting Design and Plans Scope of Services:

1. Coordinate design with Town of Queen Creek, owner, and Civil Engineer, as required.
2. Design will include the required lighting locations to meet Town of Queen Creek requirements.
3. Prepare 24" X 36" street light drawings for 30% design level showing locations only of all street lighting on both sides for the entire project length (Combs to Germann Road).
4. Prepare 24" X 36" street light drawings.
5. Provide construction documents showing all public street lighting for the following Meridian roadway sections in one plan set:
 - a. West Half (Combs to North of Queen Creek Wash ~ 5,000')
 - b. East Half (Queen Creek to Germann ~ 4,500')
6. Coordinate with Town staff for Agratainment district lighting requirements.
7. Prepare 24" X 36" traffic signal ITS conduit and pull boxes as required by the Town of Queen Creek for Meridian Road from Combs to Germann Road (excluding the section between Lenora to Queen Creek Road).
8. ITS plans to include extension north of Queen Creek approx. ¼ mile to tie into existing SCADA equipment. Scope only includes bringing conduit and fiber to these locations.
9. ALLOWANCE: Extend ITS conduit to future Town fire station up to ½ mile away from project limits.

10. Prepare 24" X 36" electrical plans for irrigation controllers in same project limits as item 5 above.
11. Prepare an engineer's estimate of probable electrical construction costs.
12. Perform in-house QAQC review and modifications.
13. The above plans will be provided to Civil Engineer for submittal review and comment from Town of Queen Creek. Submittals will include one print of electrical drawings and specifications and a soft copy in electronic format at 60%, 90%, and 100%. Civil Engineer will copy and submit to owner as needed.
14. All standard redlines whether internal, design team, or Town of Queen Creek will be responded to with written responses and addressed until plan approval.

Please Note: All underground electrical utilities, providing power to public street lights, shall be designed by local utility company.

Task 21000 Project Management and Meetings Scope of Services:

1. Coordinate design with Town of Queen Creek, owner, and Civil Engineer, as required.
2. Attend up to 4 project coordination meetings.

Responsibilities of Others

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. Designation of electrical service location will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

Final Deliverables

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

Engineering Fee

The above design services will be provided lump sum as follows:

Task 10600 30% Street Lighting Design: **\$4,330** (Four Thousand Three Hundred Thirty Dollars)

Task 10600 Street Lighting Design: **\$13,830** (Thirteen Thousand Eight Hundred Thirty Dollars)

Task 21000 Project Management & Meetings: **\$2,480** (Two Thousand Four Hundred Eighty Dollars)

Allowance for ITS extension to Firestation: T&M NTE **\$3,000** (Three Thousand Dollars)

Additional Services

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

Principal	\$145/hour	Designer	\$95/hour
Senior Engineer	\$125/hour	Draftsman	\$85/hour
Engineer	\$105/hour	Secretary	\$45/hour

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

I look forward to working with you on this project.

Sincerely,

Aaron D. Kutchinsky, P.E.
Wright Engineering Corporation

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.

Attachment: a. Project Order #6 (TY Lin Project Order #6)

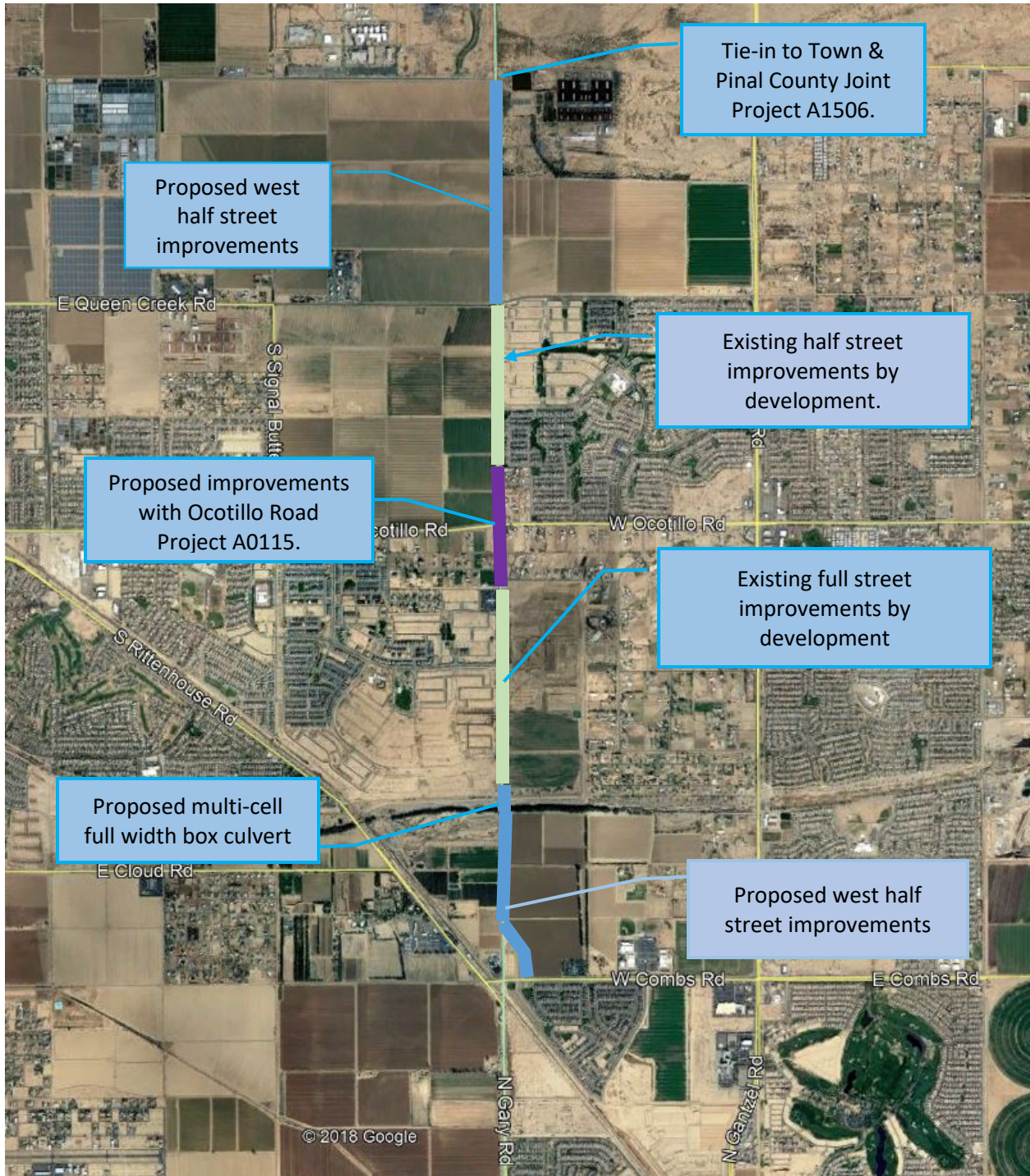
Schedule of Electrical Engineering Services Derivation of Cost

Town of Queen Creek
 Meridian Road Combs to Queen Creek CIP
 Electrical Engineering Consulting Services
 Wright Engineering
 3/5/2019

TASK	DESCRIPTION	Principal	Senior Engineer	Designer	Admin	TOTAL HOURS
Electrical Engineering Services Components						
Task 10600 Lighting Design and Plans						
1	Project Coordination	1	4	6		11
2,3	Prepare 30% Street Light Drawings	2	8	32		42
2,4,5	Prepare Street Light Construction Documents	2	5	36		43
6	Agreement District Coordination with Town		2	1		3
7,8	Prepare ITS conduit and pull box plans		6	14		20
10	Prepare electrical plans for irrigation controllers		3	16		19
11	Prepare engineer's estimate		2	3		5
12	QA/QC review and modifications	2	3	8		13
13	Submit plans at 60%, 90%, 100%		3	6	1	10
14	Address redline comments		2	8		10
Task 21000 Project Management and Meetings						
1	City coordination and planning	2	4	2		8
2	Attend up to 4 project coordination meetings		12			12
ESTIMATED HOURS		9	54	132.00	1	
Direct Hourly Rate		\$145.00	\$125.00	\$95.00	\$45.00	
LABOR COST		\$1,305.00	\$6,750.00	\$12,540.00	\$45.00	
TOTAL ESTIMATED HOURS						196
TOTAL ESTIMATED LABOR COST						\$20,640
ITS to Firestation Allowance						\$3,000.00
TOTAL DIRECT LABOR						\$20,640
TOTAL PROJECT COST						\$23,640

Attachment: a. Project Order #6 (TY Lin Project Order #6)

Project Site Exhibit



Attachment: b. Site Plan (TY Lin Project Order #6)