



AGENDA
Regular Session
Queen Creek Town Council

Community Chambers, 20727 E. Civic Parkway
February 17, 2021
6:30 PM

Following the recommendations from the CDC to help slow the spread of COVID-19, attendance at Town meetings is currently limited to 25 people, including members of the Town Council and staff, to maintain physical distancing. Some members of the Town Council and staff may attend electronically.

The public can continue to watch the meeting live streamed at [QueenCreek.org/Watch Meetings](https://www.queen-creek.org/WatchMeetings) by selecting "video" next to the applicable meeting (once the meeting begins) or by visiting the Town's Ustream account at <https://video.ibm.com/councilmeeting>.

Public comment: in addition to attending in-person, there are two options for residents to submit public comment for the February 17 Town Council meeting:

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

Comments without identifying name and address will not be read or submitted as part of the written record.

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

The Mayor or other presiding officer at the meeting may change the order of Agenda Items and/or take items on the Agenda in an order they determine is appropriate.

1. **Call to Order:**
2. **Roll Call:** (Members of the Town Council may attend electronically and/or telephonically)

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3. Pledge of Allegiance:

4. Invocation/Moment of Silence:

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

- A. Recognition of MCSO Queen Creek District 6 Captain Greg Lugo and introduction of new MCSO Captain Fred Aldorasi
- B. Proclamation: Go Red for Women Month (February)

6. Committee Reports:

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

7. Public Comments: *Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please address the Town Council by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to PublicComment@queencreek.org by 6:30 p.m. on February 17, 2021 (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record). The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

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

- A. Consideration and possible approval of the January 20, 2021 Regular Session Minutes.
- B. Consideration and possible approval of expenditures over \$25,000. (FY 20/21 Budgeted Items)

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1. Dell EMC - Computer Hardware and Peripheral Equipment: \$115,000 (Information Technology)
 - C. Consideration and possible approval of a Power Distribution Easement to be granted to Salt River Project on property owned by the Town of Queen Creek Along Sonoqui Wash at Bridle Ranch.
 - D. Consideration and possible approval for the purchase of hardware, professional services, and licensing for the Body Worn Camera (BWC) program, interview rooms, and standards software (includes cameras, accessories/equipment, docking stations, installation, configuration, etc.) in an amount not to exceed \$130,254 with Axon Enterprises through the Sourcewell national cooperative contract #010720-AXN and related budget adjustments of the same amount from Police contingency.
 - E. Consideration and possible approval of a Cooperative Purchase Agreement through Maricopa County Contract 200217-ITN with Advanced Chemical Transport dba ACTenviro for on demand environmental services in an amount not to exceed \$75,000 annually. (FY 20/21 Budgeted Item)
 - F. Consideration and possible approval of a grant related Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for Project #I0081 to upgrade the Town's older traffic signal detection systems and incorporate automated traffic signal performance measure systems in an amount not to exceed \$1,804,000. (FY 20/21 Budgeted Item)
 - G. Consideration and possible approve of Delegation Resolution 1387-21 authorizing and directing the Town Manager and/or Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of Queen Creek Road-Ellsworth to Crismon Road (Project #A1001) in an amount not to exceed \$6,105,060. (FY 20/21 Budgeted Item).
 - H. Consideration and possible approval of Resolution 1400-21 of the Mayor and Common Council of the Town of Queen Creek Arizona, re-affirming the Town's support for the Pinal County preferred alignment of the North-South Freeway Corridor as detailed in the Pinal Regional Transportation Plan approved by the voters of Pinal County, Arizona.
- 9. Items for Discussion:** *These items are for Town Council discussion only and no action will be taken. In general, no public comment will be taken.*
- A. Presentation and discussion providing an update on the Utility Rate Study
 - B. Police Department Status Report/Update

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10. Public Hearing Consent Agenda: *Matters listed under the Public Hearing Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Please address the Town Council on any items on the Public Hearing Consent Agenda by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

A. None.

11. Public Hearings: *If you wish to speak to the Town Council on any of the items listed as a Public Hearing, please address the Town Council by sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

A. None.

12. Final Action: *If you wish to speak to the Town Council on any of the items listed under Final Action Please address the Town Council by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

A. Discussion and possible approval of Resolution 1398-21 adopting the updated Program of Work for the Economic Development Strategic Plan.

B. Consideration and possible approval of a Standard Design Professional Services Contract with Perlman Architects of Arizona, Inc. in the amount not to exceed \$207,675 for the Fire Resource / Skills Center building design. (FY 20/21 Budgeted Item).

13. Adjournment

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

I, Maria Gonzalez, do hereby certify that I caused to be posted this 8th day of February the Agenda for the February 17, 2021 Regular and Possible Executive Session of the Queen Creek Town Council in the following places: 1) Queen Creek Town Hall; 2) Queen Creek Library; 3) Queen Creek Community Center bulletin board.

Maria E. Gonzalez, CMC

The Town of Queen Creek encourages the participation of disabled individuals in the services, activities, and programs provided by the Town. Individuals with disabilities who require reasonable accommodations in order to participate should contact the Town Clerk's office at (480) 358-3000.



Requesting Department

Town Clerk

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: MARIA GONZALEZ, TOWN CLERK
RE: CONSIDERATION AND POSSIBLE APPROVAL OF THE JANUARY 20, 2021
REGULAR SESSION MINUTES.
DATE: February 17, 2021

Staff Recommendation:

Approve the draft minutes as presented.

Proposed Motion:

To approve the draft minutes as presented.

Alternatives:

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

Attachment(s):

1. Minutes 01-20-21



Minutes
Regular Session
Queen Creek Town Council
Community Chambers, 20727 E. Civic Parkway
January 20, 2021
6:30 PM

1. Call to Order:

The meeting was called to order at 6:43 p.m.

2. Roll Call: (Members of the Town Council may attend electronically and/or telephonically)

| | | |
|----------------|----------------|-------------------|
| Gail Barney | Mayor | Present |
| Julia Wheatley | Vice Mayor | Present |
| Robin Benning | Council Member | Present |
| Jeff Brown | Council Member | Present via WebEx |
| Leah Martineau | Council Member | Present |
| Dawn Oliphant | Council Member | Present |
| Emilena Turley | Council Member | Present |

3. Pledge of Allegiance:

Led by Mayor Barney

4. Invocation/Moment of Silence:

A moment of silence was held for our communities across the Nation that are hurting.

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

A. Recognition of and remarks from State Representative Jake Hoffman (former Councilman)

Arizona State Representative Jake Hoffman was recognized for service as a Queen Creek Town Council Member since 2016. Mayor Barney thanked him for his service and presented him with a plaque and helmet for his four years serving Queen Creek. Representative Hoffman provided outgoing remarks and thanked the Council and citizens and said he will continue help Queen Creek through Legislative District 12.

B. Swearing-In Ceremony for Incumbents Robin Benning, Jeff Brown, and Council Member-Elect Leah Martineau.

Attachment: Minutes 01-20-21 (Minutes)

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Per the results of the August 2020 primary election, Incumbents Benning, Brown and Council Member-elect Martineau were sworn into office by Judge Goodman. The newly elected Council Members provided brief remarks.

Council Member Brown thanked the residents and voters for their faith in his service and said he will continue to work hard on their behalf.

Council Member Benning stated it was an honor to serve again and thanked voters for their continued support and indicated his door is always open to residents for questions or feedback.

Council Member Martineau stated it was an honor to represent Queen Creek and thanked her family for their encouragement. She was grateful of the work of previous Councils and she looks forward to serving the community.

A brief break was taken for photos.

C. Proclamation: National School Choice Week (January 24-30, 2021)

Mayor Barney read the proclamation.

D. Proclamation: Human Trafficking Prevention Month (January 2021)

Council Member Martineau read the proclamation for Human Trafficking Prevention Month which brings awareness to the commitment to end human trafficking and to acknowledge the seriousness of this issue as we build and develop our new Police Department.

6. Committee Reports:

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

See attached summary.

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

1. Downtown Arts & Placemaking Advisory Sub-Committee (December 10, 2020 & January 14, 2021)

Council Member Oliphant reported on the two previous meetings of the Downtown Arts & Placemaking Advisory Sub-Committee. The committee discussed the Shop Queen Creek Bag Design Contest, a new application process for public art and murals, and a possible art project to paint murals on water wells owned by Roosevelt Irrigation District. The next virtual meeting will be on February 11, 2021.

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7. Public Comments: *Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please address the Town Council by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to PublicComment@queencreek.org by 6:30 p.m. on January 20, 2021 (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record). The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

None.

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

Staff pulled Items K and L for a separate vote.

| | |
|------------------|---|
| MOTION: | To approve the Consent Agenda minus Items K & L |
| RESULT: | Approved unanimously (7-0) |
| MOVER: | Julia Wheatley, Vice Mayor |
| SECONDER: | Emilena Turley, Council Member |
| AYES: | Barney, Wheatley, Benning, Brown, Oliphant, Turley, Martineau |

- A. Consideration and possible approval of the December 2, 2020 Regular Session Minutes.
- B. Consideration and possible approval of Council committee assignments for 2021.
- C. Consideration and possible approval of expenditures over \$25,000. (FY 20/21 Budgeted Items)
 - 1. San Diego Police Supply - Rifle & Handgun Ammunition (practice & service ammunition): \$98,500 (Police)
 - 2. ProForce Law Enforcement - Rifles, shotguns and related equipment: \$155,000 (Police)
 - 3. Southwest Waterworks - Well Maintenance & Repairs: \$550,000 (Utilities)
 - 4. Core and Main - Water Distribution Parts: \$500,000 (Utilities)
 - 5. Toter, Inc. - Trash and Recycling Carts: \$100,000 (Public Works - Solid Waste)
 - 6. United Truck and Equipment - Water Tank Replacement on Truck #0048: \$27,541 (Public Works - Fleet Services)

Attachment: Minutes 01-20-21 (Minutes)

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- D. Consideration and possible approval of the "Final Plat" for 188th Street and Cloud Road, a request by Blueshore Holdings, LLC.
- E. Consideration and possible approval of a First Amendment to the Site Lease Agreement for Cellular Providers and the Memorandum of Lease with American Towers Corporation AKA Cellco Partnership, d/b/a Verizon Wireless, at Founders Park.
- F. Consideration and possible approval of Project Order #6 (Town Contract 2016-114) with Kimley Horn and Associates, Inc. in an amount not to exceed \$165,000 for development of intelligent transportation system, MAG grant related Project #I0081, for preliminary and final design services including, but not limited to, plans, specifications and estimates for equipment and devices. (FY 20/21 Budgeted Item)
- G. Consideration and possible approval of the first amendment to the Intergovernmental Agreement between Pinal County and the Town of Queen Creek to define responsibilities for the design and construction of Meridian Road from Germann Road to State Route 24 (Project # A1506) in an amount estimated at \$9 Million dollars (split 50/50 between agencies). (FY20/21 Budgeted Item)
- H. Consideration and possible approval of an Intergovernmental Agreement with Pinal County in an amount not to exceed \$66,000 (cost split 50/50 between agencies) for a Small Area Transportation Study (SATS). (FY20/21 Budgeted Item)
- I. Consideration and possible approval of Resolution 1394-21 and the Recovered Reclaimed Water Agreement and Water Services Agreement between the Town and Wales Ranches, LLP and Ashton Woods Arizona, LLC to facilitate development of approximately ± 178 acres located outside of the municipal boundary of Town, but within the Town's Water Service Area and generally known as Wales Ranches Phase 1.
- J. Consideration and possible approval of Delegation Resolution 1396-21 for the construction of the Power Road Lining Rehabilitation Project (WW070 – Phase II) authorizing and directing the Town Manager, and/or Utilities Department Director to take any and all action necessary, and to sign any and all documents, contracts, and agreements related to the construction and completion of this project in an amount not to exceed \$2,310,00 and necessary contingency budget adjustments of \$560,000. (FY20/21 Budgeted Item)
- K. Item K was moved to Item(s) Moved from Consent Agenda
- L. Item L was moved to Item(s) Moved from Consent Agenda

Item(s) Moved from Consent Agenda:

- K. Consideration and possible approval of Resolution 1395-21 supporting an application for the activation of a single-user driven Foreign Trade Zone site for Project Everest.

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Council Member Turley had concerns about subsidies to foreign companies and foreign trade zones and said it was anti free market. Council Member Martineau concurred with Council Member Turley and said government should not be involved with picking winners and losers.

MOTION: To approve the Consent Agenda Item K
RESULT: Approved (5-2)
MOVER: Robin Benning, Council Member
SECONDER: Julia Wheatley, Vice Mayor
AYES: Barney, Wheatley, Benning, Brown, Oliphant
NAYES: Turley, Martineau

- L. Consideration and possible approval of: (1) Ordinance No. 744-21 authorizing the exchange of real property owned by the Town located at 22240 S. Ellsworth Loop Road, Queen Creek for real property located at 21895 S. Ellsworth Road, Queen Creek pursuant to the term and conditions set forth in the Ordinance; (2) the related Development Agreement and (3) the related Town property Lease; and directing the Town Manager and Town Attorney to take any and all action necessary and to negotiate, finalize and sign any and all contracts, agreements, and/or other documents related to implementation of the purpose of the Ordinance, including a final Development Agreement and Lease, and completion of the exchange.

Council Member Turley said she cannot support a land trade for less than market value in the current market.

Vice Mayor Wheatley commented that it was within 5% of value for value and said it important for our Downtown Core and said she will be in support of the item.

MOTION: To approve the Consent Agenda Item L
RESULT: Approved (5-2)
MOVER: Robin Benning, Council Member
SECONDER: Julia Wheatley, Vice Mayor
AYES: Barney, Wheatley, Benning, Brown, Oliphant
NAYES: Turley, Martineau

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

- A. Public Works Update on the Town's Capital Improvement Program.

Public Works Director Troy White provided a presentation relating to Town Center streets and the East Park Food Control Drainage Project.

Attachment: Minutes 01-20-21 (Minutes)

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1. Town Center Streets

Mr. White outlined current projects that will enhance safety along Ellsworth Loop Road corridor, increase roadway circulation and enhance multimodal pedestrian movement. The improvements will set the standard for future development and address drainage liabilities. Mr. White said that Munoz Road and Aldecoa Road will connect from the Ellsworth Loop Road to Old Ellsworth Road and provide internal circulation. The project will include 2-lane bike paths and sidewalks to separate pedestrians from traffic and will adhere to the core design standards providing walkability, shade structures, screen walls, aesthetics, lighting and speed deterrents. Additionally, the left turn out of QuikTrip will be eliminated and customers can use Sumner Place to connect to the light at Aldecoa Road to turn left which will improve safety. Mr. White noted that the Town has been in contact with QuikTrip regarding changes and they are happy to see the improvements for the safety of their patrons. Construction on this project will start in September 2021.

Council had positive comments on the traffic improvements and the walkability proposed for Town Center and appreciated the Town's outreach to the businesses that it will effect.

2. East Park Flood Control Drainage Project

Mr. White said the purpose of this project is to solve storm flooding issues for the northeast section of Town. This is a joint effort over many years between the Town, Flood Control District of Maricopa County (FCDMC) and private development. The Town has an \$8M IGA with FCDMC with a 50/50 split to install the infrastructure. The project consists of basins, channels, and box culverts which will connect to the East Maricopa Floodway.

Mr. White said all parties worked together to provide storm water to the East Park Site channels. The next steps include a 60% design plan in order to construct the storm basin and channel system and to assure that it works with the park site. Parks & Recreation Advisory Board will review site plans and make a recommendation to Town Council in March for input and the public outreach period will follow.

C. Police Department Status Report/Update

Police Chief Randy Brice provided the mid-month report and briefly outlined highlights, milestones and future goals. Chief Brice reported on meeting and outreach during the reporting period. Chief Brice said the Police Department IT Network was completed in thirty days which is a very quick turnaround time and he thanked the IT staff for their work on the project. He reported on the public records management project, IGA's, recruitment and testing. He said the hiring process was moved up ahead of schedule.

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10. Public Hearing Consent Agenda: *Matters listed under the Public Hearing Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Please address the Town Council on any items on the Public Hearing Consent Agenda by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

Mayor Barney opened the Public Hearing. There were no public comments and the Public Hearing was closed.

| | |
|------------------|---|
| MOTION: | To approve the Public Hearing Consent Agenda |
| RESULT: | Approved unanimously (7-0) |
| MOVER: | Julia Wheatley, Vice Mayor |
| SECONDER: | Leah Martineau, Council Member |
| AYES: | Barney, Wheatley, Benning, Brown, Oliphant, Turley, Martineau |

A. Public Hearing for Case P20-0149 “The Residences at QC Commons Annexation”, a proposed annexation of approximately 9.97 acres, located approximately 1,200 feet north of the northeast corner of Ellsworth and Riggs roads.

11. Public Hearings: *If you wish to speak to the Town Council on any of the items listed as a Public Hearing, please address the Town Council by sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

A. Public Hearing and possible action on Ordinance 745-21, P20-0037 Sossaman Farms West Rezone, a request by W. Ralph Pew (Pew & Lake) to rezone approximately 147 acres from PRC, R1-9, R1-12, R1-35, and R1-43 to R1-5, R1-9, R1-12, MDR, and C-1 for future residential and commercial development located at the southwest corner of Power and Ocotillo roads.

Steven Ester, Planner II thanked all residents that provided input throughout the public meeting process. Mr. Ester introduced the project and outlined surrounding properties and future Sossaman properties to be developed. Mr. Ester said the General Plan land use

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is designated as commercial, open space and neighborhood and he outlined existing zoning districts. He gave details on Growth Areas which are an element of the General Plan which highlight where future development is needed to accommodate growth. He said that Sossaman Farms is identified as a growth area in the General Plan.

Mr. Ester said the applicant is proposing to rezone 147 acres to R1-5, R1-9, R1-12, Medium Density Residential (MDR) and C-1. He said this is a conventional rezone with no deviations from the Zoning Ordinance and the project will include oversized lots which was a self-imposed stipulation by the applicant.

Mr. Ester said the issue of building height was raised at the Planning and Zoning Commission and based on Planning Commission discussion the applicant agreed that future MDR development will be limited to two-story and the first row of structures on the outer western and southern perimeter are limited to one-story. This language was part of the amended motion from the Planning Commission.

Mr. Ester said neighborhood meetings were held by the applicant and the town and concerns regarding density, increased traffic, entrances, potential uses in C-1 and building height were raised. At the December 9, 2020 Planning Commission meeting approximately 38 attendees were present via WebEx; 8 members of the public spoke in opposition and 25 comment cards in opposition were read into the record. The Commission voted to approve the project 5-1-1 with an amended motion.

Mayor Barney opened the Public Hearing at 7:55 pm. The following public comments were heard:

Speakers in opposition to Item 11(A):

- Tracey Warren-Hein, 17920 E Sonoqui Blvd, Gilbert had concerns about the zoning changes and how it would affect the quality of life. She said the existing zoning better reflects the surrounding area and she would like less homes and less access on Brooks Farm Rd.
- Brianne Casper, 23005 S 182nd St., Gilbert said the entrance on Brooks Farm Road is problematic and the small country road cannot handle the new development. She requested that Council consider the elimination of the entrance on Brooks Farm Rd or use for emergency vehicles only. She had concerns about the MDR aspect of the project and was opposed to a hotel on the commercial site.
- Heather Stevens (WebEx), 22915 S 180th Street, Gilbert wants to keep Queen Creek small and neighborly and said the project is not compatible with the surrounding neighborhood. She had safety concerns regarding traffic and would like Brooks Farm Road to be for emergency access only.
- Shawnalea Shelly (WebEx), 23015 S 182nd St., Gilbert had concerns regarding traffic, the access of Brooks Farm Rd, MDR height and density of the project. She

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requested the removal of the entrance on Brooks Farm Road or for use of emergency vehicles only and also requested the maximum overall density to be no more than 3.8 du/ac.

- Joe Marcin (WebEx), 4575 E Rakestraw Lane, Gilbert resides at Trilogy at Power Ranch and also spoke on behalf of Wayne Norlie, Trilogy Board of Director Member. Mr. Marcin was concerned with the height of the MDR buildings, density of project in comparison to Trilogy and had concerns regarding privacy of existing Trilogy residents. He was in favor of single story apartments.
- Tyler Flake (WebEx), 22505 S 179th Way, Gilbert was concerned about safety issues, erosion, and flood zone areas.

Assistant Manager Bruce Gardner read the following Public Comments received via email in opposition to Item 11(A). Comments will be included into the public record.

- Andrew and Christina Cox, 19422 E Camina Plata, Queen Creek 85142
- Ryan and Kae Delnoce, 19432 E Camina Plata, Queen Creek 85142
- Pete Famighetti, E Blue Spruce, Gilbert
- Joe Marcin and Wayne Norlie, Trilogy at Power Ranch
- Shawnalea Shelly, 23015 S 182nd Street, Gilbert
- Heather Stevens, no address provided
- Cara Wescott, 22415 S. 178th Place, Gilbert
- Tracey Warren-Hein, 17920 E Sanoque Blvd., Gilbert, AZ 85298

Mayor Barney closed the Public Hearing at 8:24 pm.

Mr. Ralph Pew presented on behalf of applicant Steve Sossaman and the Sossaman Family. He addressed some of the main concerns voiced by neighbors and property owners as follows:

1. Existing Zoning and General Plan - He said that Town zoning changes and evolves over time, according the guiding principles of the General Plan. He said that the Sossaman land is consistent with the General Plan and has never been zoned as Rural or Low density on the General Plan ever. He said it has always been zoned medium density from 1999 to current zoning.
2. Road conditions will be completely improved to Town standards.
3. Mr. Pew addressed the efforts and changes made by the applicant over a period of 1.5 years including several neighborhood meetings, four submittals, changed zoning district and creation of a double row buffer.

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Mr. Pew provided an overview of growth areas, density analysis, buffers, landscaping, and roadway improvements and traffic solutions for Brooks Farm Road. Mr. Pew added that the connection of Sonoqui Wash to the Queen Creek Wash was made possible through the commitment of the Sossaman Family.

Council Member Benning asked staff for clarification regarding a public comment which referenced 500 units being proposed for the multi-density residential (MDR). Mr. Ester replied that the correct number of units being proposed is 240.

Council Member Benning asked about the traffic count study on Brooks Farm Road and also how we can restrict westbound traffic. Public Works Director Troy White said it was a preliminary traffic analysis done by the County and it did not cover Brooks Farm Road and the Town will do its own study later in the project that will cover Brooks Farm Road. Mr. White said they are working on solutions with the applicant to address the traffic concerns and the possible use of a reverse “pork chop” approach is being considered for westbound traffic.

Vice Mayor Wheatley appreciated the unique project, connectivity to the wash, and appreciated the buffers and concessions made by the applicant. She had concerns with the density and the jump to higher density zoning. She acknowledged the valid concerns from residents regarding traffic issues.

Council Member Turley discussed the traffic safety issues and was confident that staff could find solutions. She said we have to adhere to the General Plan and voter directives and provide consistency to the business community. She spoke on the importance of property rights. She appreciated the compromises by the applicant and said they are in compliance with the General Plan and she is in support of the project.

Council Member Brown understood the safety and traffic concerns of the residents and also the changes made by the applicant. He said we get better projects when staff and the community make compromises and he said he will support the project.

Council Member Martineau sympathizes with the residents and their concerns but also values property rights.

Council Member Oliphant appreciated resident’s concern over the traffic and Brooks Farm Road and will support them to make safety a priority. She said the project is better when all voices are heard. She said the donation of the wash from the Sossaman’s and the agritainment aspect of Sossaman Farms is good for residents. Although the density is high, she said the project as a whole is positive.

Mayor Barney said the project is good for the area and he is in support.

Queen Creek Town Council
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| | |
|------------------|---|
| MOTION: | To approve Ordinance 745-21, P20-0037 Sossaman Farms West Rezone with the stipulation that Town staff work with the applicant during the platting period for a solution to restrict westbound traffic on Brook Farms Road. |
| RESULT: | Approve (6-1) |
| MOVER: | Robin Benning, Council Member |
| SECONDER: | Emilena Turley, Council Member |
| AYES: | Barney, Benning, Brown, Oliphant, Turley, Martineau |
| NAYS: | Wheatley |

12. Final Action: *If you wish to speak to the Town Council on any of the items listed under Final Action Please address the Town Council by completing a Request to Speak Card and turn it into the Town Clerk, sending an email to PublicComment@queencreek.org (limited to 500 words – identify your name, address and whether you wish your comment to be read at the meeting or just submitted as part of the written record) or by WebEx (instructions at QueenCreek.org/WatchMeetings). Speakers are limited to three (3) minutes each. Only one comment (either by email or by WebEx) per person per Agenda Item will be allowed and comments without identifying name and address will not be read or submitted as part of the written record.*

- A. Discussion and possible approval of the appointment of Council Member Dawn Oliphant to serve as Vice Mayor for a term ending January 2022.

| | |
|------------------|--|
| MOTION: | To appoint Council Member Oliphant to serve as Vice Mayor for a term ending January 2022. |
| RESULT: | Approved unanimously (7-0) |
| MOVER: | Gail Barney, Mayor |
| SECONDER: | Robin Benning, Council Member |
| AYES: | Barney, Wheatley, Benning, Brown, Oliphant, Turley, Martineau |

Council Member Wheatley said it was an honor to represent Queen Creek as Vice Mayor and despite the unprecedented events in 2020, Queen Creek had a fantastic year. She said she has full confidence in Vice Mayor Oliphant.

Vice Mayor Oliphant reflected on the Town's growth since the last time she served as Vice Mayor. She is looking forward to her new role and appreciates her colleague's support.

- B. Consideration and possible approval of Resolution No. 1392-21 accepting the Town's Fiscal Year 2019-20 financial statements and audit reports.

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Sandy Cronstrum, CPA from CliftonLarsonAllen LLP presented on the Town’s FY2019-20 financial audit. She praised the Queen Creek Finance Department and said it was a pleasure working with Queen Creek.

Ms. Cronstrum defined the steps of the audit and reviewed the Report Package:

- Communication to Governance - (overview of the audit) Addresses uncorrected misstatements of small dollar amounts
- Comprehensive Annual Financial Report (CAFR) - The Town received an unmodified or “clean” opinion
- Single Audit Results - (required when the Town receives a Federal grant) no weaknesses or deficiencies were found
- Management Letter - finding on internal controls (in progress)
- Highway User Revenue Fund (HURF) Report – no findings
- Annual Limitation Report - the Town was well within expenditure limitation

Finance Director McCarty gave a brief overview of FY19-20 Financial Results. He said revenues were better than expected and we did not see an adverse effect from COVID and expenses were lower than budget. Mr. McCarty provide an update on the continued progress of pension reserves; completed infrastructure; future projects; and interfund loans. Mr. McCarty said the Town’s financial condition remains strong and we were able to meet our financial objectives.

| | |
|------------------|--|
| MOTION: | To approve Resolution 1392-21 accepting the Town’s Fiscal Year 2019-20 financial statements and audit reports |
| RESULT: | Approved unanimously (7-0) |
| MOVER: | Dawn Oliphant, Vice Mayor |
| SECONDER: | Jeff Brown, Council Member |
| AYES: | Barney, Wheatley, Benning, Brown, Oliphant, Turley, Martineau |

B. Consideration and possible approval of Resolution No. 1393-21 accepting the Town’s Fiscal Year 2019-20 Development Impact Fee and Capacity Fee reports.

Mr. McCarty said the annual review and acceptance of the Development Impact Fee and Capacity Fee report is a new internal policy adopted by Council in June 2020 to improve disclosure.

Attachment: Minutes 01-20-21 (Minutes)

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Mr. McCarty said impact and capacity fees are one-time fees paid by new development to mitigate the costs of new infrastructure installed to maintain adopted service levels. He summarized the FY19-20 impact and capacity fee activity. Highlights reflect strong development activity levels with a total of \$22.2M collected and \$34M spent. Mr. McCarty explained that ending balances will fluctuate because fees collected do not always align with expenses. He said we build reserves and spend reserves and cycles differ within the different areas.

| | |
|------------------|---|
| MOTION: | To approve Resolution 1393-21 accepting the FY19-20 Annual Impact Fee and Capacity Fee Reports |
| RESULT: | Approved unanimously (7-0) |
| MOVER: | Gail Barney, Mayor |
| SECONDER: | Robin Benning, Council Member |
| AYES: | Barney, Wheatley, Benning, Brown, Oliphant, Turley, Martineau |

The Mayor and Council reconvened into Executive Session at 9:51 p.m.

13. Adjournment

The Regular Session reconvened and adjourned at 10:00 p.m.

TOWN OF QUEEN CREEK

Gail Barney, Mayor

ATTEST:

Maria E. Gonzalez, Town Clerk

I, Maria E. Gonzalez, do hereby certify that to the best of my knowledge and belief, the foregoing Minutes are a true and correct copy of the Regular Session Minutes of the January 20, 2021 Regular Session of the Queen Creek Town Council. I further certify that the meeting was duly called and that a quorum was present.

Passed and approved on:

Council Committee Reports

- 12/21 – Hampton Inn Hotel Grand Opening (Barney, Benning, Oliphant, Turley, Wheatley)
- 12/23 – MCDPH Weekly Municipalities, Tribal and Partner Webinar (Barney)
- 01/06 – MCDPH Weekly Municipalities, Tribal and Partner Webinar (Barney)
- 01/07 – AZ League Nominating Committee Meeting (Barney)
- 01/07 – East Valley Mayors Virtual Luncheon (Barney)
- 01/12 – QC Chamber Network Luncheon (Brown, Oliphant, Wheatley)
- 01/12 – Gilbert Town Council 2021 Inauguration Ceremony (Barney, Turley)
- 01/14 – DT QC Arts & Placemaking Advisory Committee Meeting (Oliphant)
- 01/15 – EVTI Action Subcommittee Meeting (Benning)
- 01/15 – AZ League Budget Subcommittee Meeting (Barney)
- 01/19 – PHX EVP Critical Infrastructure & Transportation Committee Meeting (Brown)
- 01/19 – Phoenix-Mesa Gateway Board Meeting (Barney)
- 01/20 – MCDPH Weekly Municipalities, Tribal and Partner Webinar (Barney)
- 01/20 – MAG Transportation Policy Committee Meeting (Barney)

Attachment: Minutes 01-20-21 (Minutes)



Bruce Gardner <bruce.gardner@queencreek.org>

(no subject)

1 message

'Christina Cox' via publiccomment <publiccomment@queencreek.org>
Reply-To: Christina Cox <christinacox22@yahoo.com>
To: publiccomment@queencreek.org

Wed, Jan 20, 2021 at 11:03 AM

To the Town Council

I am opposed to rezoning of the southwest corner of Power and Ocotillo also known as Sossaman Farms West. The proposed apartment complex and smaller lots does not fit the surrounding area.

Thank you
Andrew and Christina Cox
[19422 E Camina Plata](#)
[Queen Creek, AZ 85142](#)

[Sent from Yahoo Mail for iPhone](#)

Attachment: Minutes 01-20-21 (Minutes)



Maria Gonzalez <maria.gonzalez@queencreek.org>

Sossaman Farms West Rezone

1 message

Ryan and Katie Delnoce <delnacho@hotmail.com>

Mon, Jan 18, 2021 at 4:22 PM

To: "TownCouncil@queencreek.org" <TownCouncil@queencreek.org>, "publiccomment@queencreek.org" <publiccomment@queencreek.org>

This letter is for Town Council and to be read during public comments if possible. If too long I can remove last paragraph about apartments, thank you.

To the Town Council

I am writing in opposition to the proposed rezoning of the property located on SW corner of Power and Ocotillo. Currently it is zoned as R1-9, R1-12, R1-35 and R1-43 which matches the established surrounding neighborhoods. This property is bordered by lots that are all bigger than what is being proposed in this rezoning. The applicant would like to rezone 55% of the homesites to be R1-5. There is only one neighborhood that is zoned R1-5 west of Ellsworth and south of Rittenhouse in Queen Creek and it does not border this lot. The applicant is taking advantage of the fact that a gated retirement community sits north of this site and are using their lot sizes to justify these new R1-5 lots. Look at the surrounding properties on Zillow and if you remove this retirement community, there are no lots smaller than 8,000 sqft within half a mile of this lot. The nearest R1-5 lot, not counting a gated retirement community, is over a mile away.

I don't understand why lot sizes continue to get smaller and smaller. When my wife and I moved out here 16 years ago, our first home was in Queenland Manor which is zoned R1-8 and R1-12. Our house sat on a lot that was 7,318 sqft, which didn't give us a lot of room from our neighbors but was still nice. You drive thru this community and you can see how much open space there is compared to these new neighborhoods that are now being built. Now you drive thru a new neighborhood and it's like driving thru a canyon made up of two-story houses where you have to pull over to let on-coming traffic through. Please do not let them put anything smaller than R1-9 lots in this community.

I've been involved in two different rezoning cases with Pew and Lake and it's always the same argument about how larger lots aren't selling. Well Dorado Estates sure didn't have a hard time selling out their community and it hasn't stopped Toll Brothers from continuing to build homes on larger lots in multiple areas of Queen Creek. I've also noticed how they always start out with lot sizes that they know they won't get so they can turn to the Town and say how reasonable they are being by increasing lot sizes to satisfy citizens' concerns with the rezoning. Again, I think Pew and Lake are taking advantage of the fact the neighboring community is being distracted by an apartment complex. If it wasn't for the apartment complex, I believe there would be greater concern with these R1-5 lot sizes.

Speaking of the apartment complex, one of Pew and Lakes arguments for the apartment complex is the fact that in Queen Creek only 5% of housing is multifamily and that this is below the Maricopa County average of 20%. First, why do we care if we don't meet the average? There are only homes in this area and very little commercial. Second, I don't believe that the 5% takes into account the influx of proposed multifamily homes the town has already signed off on.

Please do not allow R1-5 lots to be included in this community.

Thank you

Ryan and Katie Delnoce
19432 E Camina Plata
Queen Creek, AZ 85142

Get [Outlook for iOS](#)

Attachment: Minutes 01-20-21 (Minutes)



Bruce Gardner <bruce.gardner@queencreek.org>

Public Meeting - My Opinion Regarding Sossaman Project

1 message

Pete Famighetti <famighetti@hotmail.com>

Wed, Jan 20, 2021 at 9:49 PM

To: "PublicComment@QueenCreek.org" <PublicComment@queencreek.org>

Our main objections to the proposed development is the commercial and multifamily multilevel housing that is being proposed directly behind our home. We live on E. Blue Spruce, 10 houses west of power road along Ocotillo. The noise, street lighting from Ocotillo has been worse than we anticipated from when we purchased in 2006. When I was considering to purchase our home and inquired about developments across to the south, we were told that it would be single family, single level homes on 1 acre lots. We bought this home for the view, larger lot, we knew that Ocotillo would be extended west of Power and it was after 11 years, but we didn't expect it to be so close and noisy.

So the fact of more concentrated housing, up to 3 story housing complex on the north east corner of the land puts this directly south of us, very disturbing to us. Previous to this development being put on paper, I didn't realize that this Sossaman land was in the town of Queen Creek. It has been stated that is important for the town of Queen Creek to have balanced housing types available, I understand. However, the fact that this one piece of land juts out into the town of Gilbert, it should be developed like the surrounding area as a good neighbor.

Please consider adjusting this development for those of us living her for over 15 years.

Best regards,

Pete Famighetti

Phone: 602-510-7376

Email: famighetti@hotmail.com

Attachment: Minutes 01-20-21 (Minutes)

Town of Queen Creek - Town Council

Date: January 18, 2021

Subject: Sossaman West – Zoning Application/Proposed Project Development – Comments

Town Council Members:

We appreciate and thank you for your time and effort spent by the Town of Queen Creek Zoning and Planning Commission and Town Council in reviewing the Sossaman West rezoning and development plan. We are pleased that the zoning approval is contingent on meeting specified conditions outlined in the Zoning Commission's summary report but we are still concerned with the height of the proposed apartment buildings.

The final zoning approval will significantly increase the number of units on this property. This will result in a reduction in green space. There have been numbers quoted about the residential density of the Trilogy Community. For clarification purposes, the residential density of the one square mile that makes up the Trilogy Community, including green space, golf course and homes is approximately 3.25 homes per acre and not the approximate 5 homes per acre number some have presented. Clearly, the overall density levels proposed for the new development are not similar to those in the Trilogy Community.

In addition to the increased number of units to be developed on this property, there continues to be strong opposition to the apartment building height. Although the zoning approval is contingent on 2 story apartment buildings rather than 3 story, given the fact that the total number of units approved to be built has significantly increased from ~300 units to ~565 units, we request that apartment units be single story only. This would not significantly reduce the total number of units proposed. Single story units would be much more comparable to single-family homes that make up the character and composition of all surrounding neighborhoods. Also, the very fact that only single-story homes were agreed upon by the applicant and the zoning commission that border the east side of the Dorata neighborhood homes, due to privacy concerns, tell us that preserving privacy for adjacent neighbors is not only a concern for the residents but also a concern for the Zoning and Planning Commission. Therefore, the same privacy concerns of the Commission and the residents of Trilogy should also be applied in the final approval. Single story apartments will significantly reduce privacy issues for our residents.

In support of our request for single story apartments, Mr. Pew made statements in meetings that there have been some new and very unique designed single story apartment units that are being built in many new neighborhood developments and would be open to explore and consider those options as well.

We agree with Mr. Pew's assessment of the availability of new and unique single story apartment designs and believe he mentioned this because he knows it is a very viable option, especially given the characteristic and composition of the surrounding neighborhoods. Therefore we strongly request that the Town also agree with this option and approve only single story apartment units for this development. This would be a workable compromise for all that will be sacrificed by the surrounding residents as a result of this development. By doing so, this will not only ensure the continued privacy of the Trilogy residents but at the same time preserve the pristine views of the San Tan Mountain range and better conform to the surrounding neighborhoods.

Finally, because the applicant has been vague on what will be planned for the commercial businesses slated for this corner property, we respectfully request that the Town of Queen Creek strongly consider the concerns expressed by Trilogy residents and others to minimize traffic, nuisance lighting and noise before permitting any commercial businesses that would otherwise have a negative impact on our quality of life.

Thank you once again for reviewing our comments and considering our proposed options and requests.

Respectfully Submitted,

Joe Marcin – Resident, Trilogy at Power Ranch

Wayne Norlie – Member, Trilogy at Power Ranch Board of Directors



Bruce Gardner <bruce.gardner@queencreek.org>

Town council meeting Jan 20, 2021 - Sossaman Farms West

1 message

Shawnalea Shelly <shawnalea.shelly@gmail.com>
To: TownCouncil@queencreek.org, PublicComment@queencreek.org

Thu, Jan 21, 2021 at 6:06 AM

Dear Council Members,

The MDR section, as stated in the proposal, includes 2 and 3-story buildings with maximum height of 36 feet which is incompatible with the surrounding neighborhoods. During the Planning and Zoning meeting on Dec 9, 2020, Mr Pew finally agreed to limit buildings in the MDR section to 2 stories and limit the single-family homes on the west border of the property to single story.

- To ensure compatibility with the surrounding neighborhood as well as the proposed section of C-1 zoning on the SW corner of Ocotillo and Power Rds, I'm requesting the council stipulate that all structures on the 147 acre property be limited to no more than 30 feet in height and include this stipulation in Exhibit B, Conditions of the Approval.

The general traffic access point on Brooks Farm Rd is unnecessary and will exacerbate current cut-through traffic and related safety issues in neighborhoods to the south of the property proposed for rezoning. Based on data from a traffic study completed by Maricopa County Department of Transportation, in March 2019, on average there were nearly 1000 cars per day on Brooks Farm Rd and nearly 500 cars per day each on 180th and 182nd St, many traveling well above the posted speed limit of 25 mph. There are fewer than 50 homes on 180th and 182nd Streets whose residents must travel these streets to access either Brooks Farm or Chandler Heights Rds. It should be noted 180th and 182nd streets are narrow and typically require one vehicle to travel partially on the shoulder to pass an on-coming vehicle. The pavement is uneven due to ruts and potholes, there are no safety improvements such as streetlights, curbs, sidewalks, or road striping and there is no plan by MCDOT to upgrade the road or add any safety improvements to 180th and 182nd Streets, or the south half of Brooks Farm Rd.

- I'm requesting the council designate this access point for emergency vehicle use only or remove it entirely and include this designation in Exhibit B, Conditions of the Approval.

The proposal states the overall density of the project is 3.8 du/ac. This includes MDR at 12.8-14.0 du/ac, R1-5 at 3.2-3.8 du/ac, R1-9 at 2.2-2.8 du/ac, R1-12 at 1.4-2.1 du/ac. When all sections are combined, including C-1, the overall density ranges from 3.6 du/ac to 4.3 du/ac. It should be noted that if the MDR section were to exceed 12.8 du/ac, the remaining single-family sections would cause the project to exceed 3.8 du/ac if they are collectively above the median of the proposed range of density for each section (example: MDR at 12.8 du/ac, R1-5 at 3.6 du/ac, 2.5 du/ac, R1-12 at 1.7 du/ac results in 147 ac at 3.9 du/ac).

- I'm requesting the council designate maximum overall density of the project not to exceed 3.8 du/ac and include this designation in exhibit B, Conditions of the Approval.

Sincerely,

Attachment: Minutes 01-20-21 (Minutes)

1/21/2021

Town of Queen Creek Mail - Town council meeting Jan 20, 2021 - Sossaman Farms West

8.A.a

Shawnalea Shelly
23015 S 182nd St
Gilbert AZ

Attachment: Minutes 01-20-21 (Minutes)



Maria Gonzalez <maria.gonzalez@queencreek.org>

Sossaman Farms West

1 message

Heather Stevens <treefamilyforever@gmail.com>
To: PublicComment@queencreek.org

Tue, Jan 19, 2021 at 4:24 PM

To whom it may concern;

I am writing to ask for further changes to the current Sossaman Farms West rezoning proposal that is to be reviewed on Jan 20, 2021.

A few of my concerns are:

*The land is already zoned R9-R43 (reflecting the surrounding areas) and when I purchased my home, I bought into the community based on current zoning.

*The number of homes proposed is almost double what it is currently zoned for. We ask that further adjustments be made so the number proposed decreases significantly.

*Medium Density Residential being proposed on the furthest boundary of QC is not compatible with the surrounding area. Even with a 2-story height limit, the number of residences zoned MDR was not decreased (currently it was 2 and 3 story buildings). There are amazing locations in Queen Creek to place MDR. This is not a compatible area.

*Going from appx 300 currently zoned homes to over 525 residences **plus** Commercial affects the local quality of life of the surrounding area.

*Brooks Farm and the feeder roads of 180th and 182nd Street cannot handle the increased traffic. Though the proposal will improve the North side of Brooks Farm Rd, there is no improvement to the other roads or the South side of Brooks Farm. This is a safety issue for the community children and families. I personally have experience with this problem. A few years ago my daughter was almost run over by a bus when her bike tipped over on Brooks farm. These are tiny narrow streets. Traffic is already a serious problem for the Auxier students and neighborhood. The Principal at the time witnessed it and also shared the concern of narrow roads and traffic problems. The current proposal will increase traffic on Brooks Farm causing potential tragedy.

*With the proposed rezoning of C1 there is not enough detail of what may be placed there, the proposed design shows a small retail space but C1 zoning allows for much more.

Change is good but changing in a way that is compatible to the community is imperative for quality of life for all Queen Creek and surrounding residents. I plead with you to continue to ensure a high quality of life. Please support the community by keeping the existing zoning or changing the proposal to better reflect the surrounding. Thank you!

--

Heather Stevens

Attachment: Minutes 01-20-21 (Minutes)



Maria Gonzalez <maria.gonzalez@queencreek.org>

Sossaman Farms West Re-Zoning

1 message

cara wescott <cwescott@live.com>

Tue, Jan 19, 2021 at 2:55 PM

To: "towncouncil@queencreek.org" <towncouncil@queencreek.org>, "PublicComment@queencreek.org" <PublicComment@queencreek.org>

Re: Sossaman Farms West Re-Zoning Request
Please read the following at the meeting.

Dear Town Council ,

This is in response to the Sossaman Farms West (Power and Ocotillo) rezoning request. I am very concerned with the re-zoning plans due to the negative impact that it will have on the current residents' safety and way of life.

The number of homes proposed is almost double what is currently zoned. The entry and exit points for the Sossaman Farms West area requires the use of the roads on our properties (180th Street and 182nd Street). These roads are not designed to accommodate the level of traffic that the re-zoning plans would create. 180th Street is not wide enough for two cars to pass each other. There are power poles in the way. One car has to pull off to the side of the road to allow the other to pass. These streets are narrow, do not have street lights, sewers, or sidewalks. These streets are not safe for pedestrians or vehicles.

The Medium Density Residential being proposed does not fit in the surrounding area. Apartments should be close to the town center, not at the edge of town.

With the proposed rezoning of C1, there is not enough detail of what may be placed there. The proposed design shows a small retail space, but C1 zoning allows for much more.

The current zoning is similar to the zoning of the surrounding area. This allows our residents to continue their way of life. The current residents chose to live here because of the horse property. People like to ride their horses through our neighborhood. This will no longer be possible with the amount of traffic created in the re-zoning plans.

The equestrian way of life is Queen Creek's history and is what makes it unique. Please do not approve Medium Density Residential in Sossaman Farms West. Apartments should be near the town center, not near horse properties. The re-zoning of Sossaman Farms West will have a detrimental effect on our safety and the equestrian way of life in our community.

Thank you for taking the time to listen to the concerns of myself and my neighbors.

Sincerely,

Cara Wescott
22415 S 178th Place

Attachment: Minutes 01-20-21 (Minutes)



Maria Gonzalez <maria.gonzalez@queencreek.org>

Sossaman Farms West Proposal to Rezone

1 message

'Tracey Warren-Hein' via publiccomment <publiccomment@queencreek.org>

Mon, Jan 18, 2021 at 4:46 PM

Reply-To: Tracey Warren-Hein <traceywh@yahoo.com>

To: "TownCouncil@QueenCreek.org" <TownCouncil@queencreek.org>

Cc: "PublicComment@QueenCreek.org" <PublicComment@queencreek.org>

Town Council,

It has been over a year since I voiced my many concerns over the Sossaman Farms West Rezoning to the Town Council members. During that time, I have been in constant communication with the Town's Zoning Department (Erik and Steven are awesome at responding) and attempted communication (never any response) with Pew and Lake and Sossaman Holdings. I am attaching one of my attempts to reach Sossaman Family Holdings through Pew and Lake.

Though there have been several community meetings on the rezoning of ALREADY ZONED land, the proposals never changed to reflect the surrounding communities' concerns. The minor changes that have been made since the original proposal are a result of the very communitive and helpful Zoning Department. The 2-story max on apartments and 1-story bordering homes was at the request of the Zoning Commission. While I appreciate these changes, they are not a result of any consideration of the surrounding community.

I attempted to speak via WebEx at the Zoning Commission Meeting, not realizing there was a 3-minute limit. As a result, I did not get to counterpoint the proposal. I have attached what I was hoping to present at that meeting.

I ask you to take time to review the 150+ people, Brooks Farm Property Owners, that have signed the petition submitted earlier in this process. After reviewing the Traffic Study that was submitted earlier, I ask you take a moment to drive our Brooks Farm community's narrow streets and see the 1-4.5 acres lots with horses/cows/goats bordering the already zoned land. Across from the future Sossaman Farms West (East of Power Rd), there is Rancho Jardines, also R43 and greater properties. Brooks Farm Property Owners are particularly concerned that there is an entrance to Sossaman Farms West off Brooks Farm Rd. The South side of Brooks Farm Rd and 180/182nd Street will not be improved and the county has no plan to do so,

We invested in our forever home researching the existing zoning and recognizing there will be homes eventually on the existing farm land. The **existing** zoning allots for appx **300** homes. The current zoning has R43 bordering the existing R43 and gradually step down to R12. The proposal before you has **338** homes plus **225** apartments and **10 acres of commercial**, jamming more residences (proposed R12 bordering existing R43 and going down to R5) into smaller spaces, neither reflects the surrounding communities' quality of life, nor reflects Queen Creek's own goal of retaining its small-town feel.

Please continue to ensure a high quality of life, promote a strong sense of community, protect our residents, and provide world-class public service by either keeping the existing zoning or

Attachment: Minutes 01-20-21 (Minutes)

changing the proposal to better reflect the surrounding area.

Thank you,
Tracey Warren-Hein
[17920 E Sanoque Blvd](#)
Gilbert, AZ [85298](#)

PS I would like to attend the Town Council meeting on the 20th of January. How can I request one of the 25 spaces? So my family can watch, can you please direct me on how to attend the meeting virtually? The Link on the website is not for the 20ths meeting. Thank you

2 attachments

 **Zoning Commission.docx**
16K

 **RezoneSossamanFamily.docx**
14K

Attachment: Minutes 01-20-21 (Minutes)



Requesting Department

Finance

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: MELISSA BAUER, PROCUREMENT MANAGER
RE: CONSIDERATION AND POSSIBLE APPROVAL OF EXPENDITURES OVER \$25,000. (FY 20/21 BUDGETED ITEMS)
DATE: February 17, 2021

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 item being requested is:

1. Dell EMC - Computer Hardware and Peripheral Equipment: \$115,000 (Information Technology)

Fiscal Impact:

The fiscal impact of the requested spending authority for the above expenditure is \$115,000. Funds have been identified within the line item budget as approved in the FY2021 budget or subsequently approved by Council.

Attachment(s):

1. February 17, 2021 Expenditures over \$25k

**Attachment: Expenditures \$25,000 and Over
Budgeted in Fiscal Year 20/21
February 17, 2021**

| Item # | Vendor(s) | Description | Purpose | Requesting Dept(s) | Fiscal Impact \$ | Procurement Method | Alternative |
|---------------|------------------|--|---|---------------------------|-------------------------|---------------------------|---|
| 1 | Dell EMC | Computer hardware and peripheral equipment | Spending authority request for computers, monitors, cables (FY 20-21 budgeted item) | Information Technology | \$115,000 | ADSPO16-098163 | Council could choose not to approve the expenditure request. However, this would result in the department having to go out for bid, which will delay the projects and no guarantee for the same low pricing made available through State Procurement cooperative pricing. |

Attachment: February 17, 2021 Expenditures over \$25k (Expenditures Over \$25,000)



Requesting Department

Utilities

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: PAUL GARDNER, UTILITIES DIRECTOR
RE: CONSIDERATION AND POSSIBLE APPROVAL OF A POWER DISTRIBUTION EASEMENT TO BE GRANTED TO SALT RIVER PROJECT ON PROPERTY OWNED BY THE TOWN OF QUEEN CREEK ALONG SONOQUI WASH AT BRIDLE RANCH.
DATE: February 17, 2021

Staff Recommendation:

Staff recommends approval of a Power Distribution Easement to be granted to Salt River Project on property owned by the Town of Queen Creek Along Sonoqui Wash at Bridle Ranch.

Relevant Council Goal(s):



Secure Future: KRA Environment

Proposed Motion:

Move to approve a Power Distribution Easement to be granted to Salt River Project on property owned by the Town of Queen Creek Along Sonoqui Wash at Bridle Ranch

Discussion:

SRP in connection with Toll Brothers is requesting a Power Distribution Easement on Town owned property on Assessor's Parcel Number 304-93-436. This parcel is owned by the Town of Queen Creek adjacent to both the Sonoqui Wash and Bridle Ranch.

The easement is approximately 171' x 8'. The easement will run parallel with the south leg of the Sonoqui Wash, perpendicular to the main channel along Riggs Road, and will be located at the east end of the Town owned parcel. The purpose is to bring 3-phase power from the north side of Riggs Road through the subject property and will connect to the lift station built for the Town in the Bridle Ranch subdivision.

Fiscal Impact:

At this time Toll Brothers is making the necessary connections and is also offering the amount of \$1,780 for the requested easement.

Alternatives:

Town Council could choose not to grant this easement, however it would mean that there would not be power to the lift station operated by the Town.

Attachment(s):

1. Power Distribution Easement
2. Site Map

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 304-93-436
NE ¼, SEC. 33, T02S, R07E

Agt. KB
LJ73766/LR79686/T3167204
W: KB C JEP
R/W #

**TOWN OF QUEEN CREEK,
a Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") solely to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantor makes the foregoing grant only to the extent of the rights held by Grantor in the Easement Parcel.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the NE quarter of Section 33, Township 02 South, Range 07 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described in Instrument No. 2014-0778536, official records of Maricopa County, Arizona.

Attachment: Power Distribution Easement (SRP Power Distribution Easement Bridle Ranch)

Easement Parcel:

See Exhibit “A” attached hereto and by their reference made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantee shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas. Grantee shall locate all above ground facilities outside of the Floodplain Zone “AE”.

Grantor reserves the right to use the Easement Parcel and to grant further easements in, upon, over, under, across, through and along the Easement Parcel for any purpose necessary or convenient, in Grantor’s sole discretion, including, but not limited to, landscaping, paved parking, sidewalks and/or driveways, provided these do not interfere with the efficient and safe operation and maintenance of Grantee’s Facilities, including access thereto. Buildings, above-ground structures, or pools are prohibited within the Easement Parcel. Any trees included in the above landscaping shall, at full maturity and without trimming, maintain a minimum of 2.00 feet of clearance to Grantee’s Facilities.

Grantee, at Grantee’s sole cost, shall have the right and obligation to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in Grantee’s judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

If Grantee performs excavation activities in or around the Easement Parcel and disturbs or damages any of the real property or improvements of Grantor or any third party while performing such excavation, all such real property or improvements disturbed or damaged shall be restored as close to original condition as is reasonably possible at the expense of the Grantee.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee’s rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time agreeable to the Grantor and subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20____.

GRANTOR: **TOWN OF QUEEN CREEK,**
an Arizona Municipal Corporation,

John Kross, Town Manager

ATTEST:

Maria Gonzalez, Town Clerk:

Approved as to Form:

Dickinson Wright, PLLC
Attorneys for the Town of Queen Creek

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

Attachment: Power Distribution Easement (SRP Power Distribution Easement Bridle Ranch)

EXHIBIT "A"

SRP JOB NUMBER: T3167204
SRP JOB NAME: RANCHO LEGANTE SUBD-PH2
TTRRSS: 020733

DATE: 01-23-2021
PAGE: 1 OF 3

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2014-0778536 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 33, BEING A BRASS IN HAND HOLE, BEARS NORTH 89 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 2637.78 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE NORTH LINE OF SAID SECTION 33, NORTH 89 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 294.10 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 37 MINUTES 24 SECONDS EAST, A DISTANCE OF 220.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE ALONG THE EAST LINE OF SAID PARCEL, SOUTH 00 DEGREES 23 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 00 DEGREES 23 MINUTES 16 SECONDS EAST, A DISTANCE 171.60 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 68 DEGREES 47 MINUTES 22 SECONDS WEST, A DISTANCE OF 8.60 FEET;

THENCE ALONG A LINE BEING PARALLEL WITH AND 8.00 FEET WEST OF THE EAST LINE OF SAID PARCEL, NORTH 00 DEGREES 23 MINUTES 16 SECONDS WEST, A DISTANCE OF 114.65 FEET;

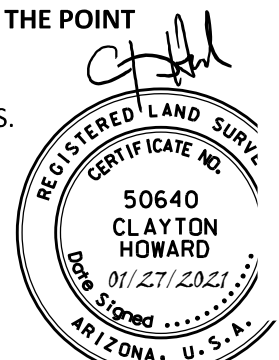
THENCE LEAVING SAID PARALLEL LINE, NORTH 89 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 8.26 FEET;

THENCE ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF A SALT RIVER PROJECT EASEMENT, BEING 8.00 FEET IN WIDTH, PER DOCUMENT NUMBER 2014-0008584 (MCR), NORTH 00 DEGREES 15 MINUTES 10 SECONDS EAST, A DISTANCE OF 53.63 FEET;

THENCE ALONG A LINE BEING PARALLEL WITH AND 13.00 FEET SOUTH OF THE NORTH LINE OF SAID PARCEL, NORTH 89 DEGREES 22 MINUTES 36 SECONDS EAST, A DISTANCE OF 15.66 FEET TO **THE POINT OF BEGINNING**.

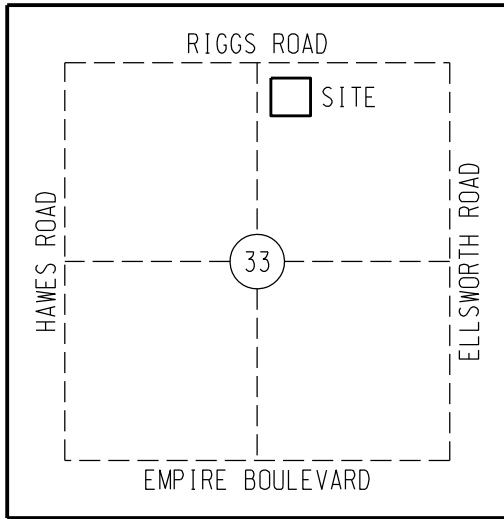
SAID EASEMENT CONTAINS AN AREA OF 1787 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.

END OF DESCRIPTION



Attachment: Power Distribution Easement (SRP Power Distribution Easement Bridle Ranch)

EXHIBIT "A"



VICINITY MAP (NTS)
T2S, R7E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- EASEMENT AREA
- EXISTING EASEMENT AS NOTED
- TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

| | |
|------|--------------------------|
| APN | ASSESSOR'S PARCEL NUMBER |
| BCFL | BRASS CAP FLUSH |
| BCHH | BRASS CAP IN HAND HOLE |
| LVI | LAST VISUAL INSPECTION |
| (M) | MEASURED |
| MCR | MARICOPA COUNTY RECORDER |
| NTS | NOT TO SCALE |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| SRP | SALT RIVER PROJECT |



BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

| | |
|-----------------------------|----------------------------|
| SRP LDWR NUMBER: 19-1818-NR | SCALE: NTS |
| I.O. NUMBER: T3167204 | SHEET: 2 OF 3 |
| AGENT: BOCKMANN | SHEET SIZE: 8.5"x11" |
| DRAWN: RAUSER | REVISION: 0 |
| CHECKED BY: HOWARD | CREW CHIEF: GENTNER |
| DATE: 01-23-2021 | JEP FIELD DATE: 01-15-2021 |

RANCHO LEGANTE SUBD-PH2
NE 1/4, SECTION 33
T.2 S., R.7 E.
11.1 SOUTH - 38.7 EAST

Attachment: Power Distribution Easement (SRP Power Distribution Easement Bridle Ranch)

EXHIBIT "A"

NORTHEAST CORNER
SECTION 33
FOUND BCHH
LVI: 08-19-2016

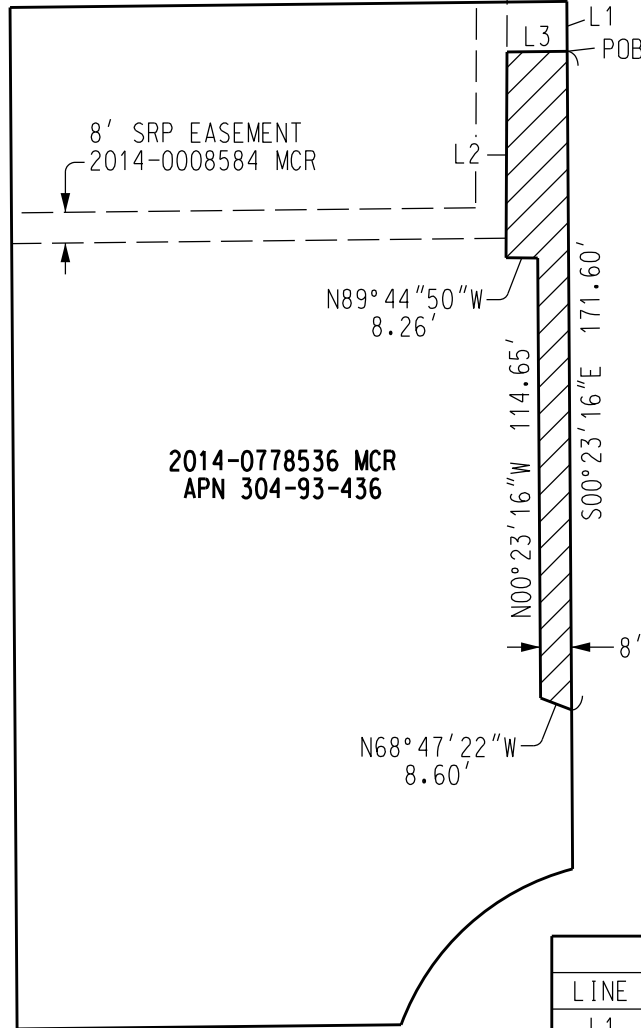
NORTH 1/4 CORNER
SECTION 33
FOUND BCFL
LVI: 09-25-2018
POC

RIGGS ROAD
(BASIS OF BEARING)
N89°22'36"E 2637.78' (M)

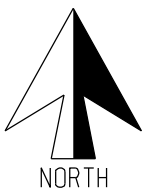
294.10'

2343.68'

S00°37'24"E
220.00' (TIE)



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S00°23'16"E | 13.00' |
| L2 | N00°15'10"E | 53.63' |
| L3 | N89°22'36"E | 15.66' |



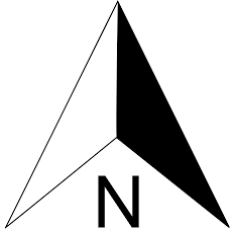
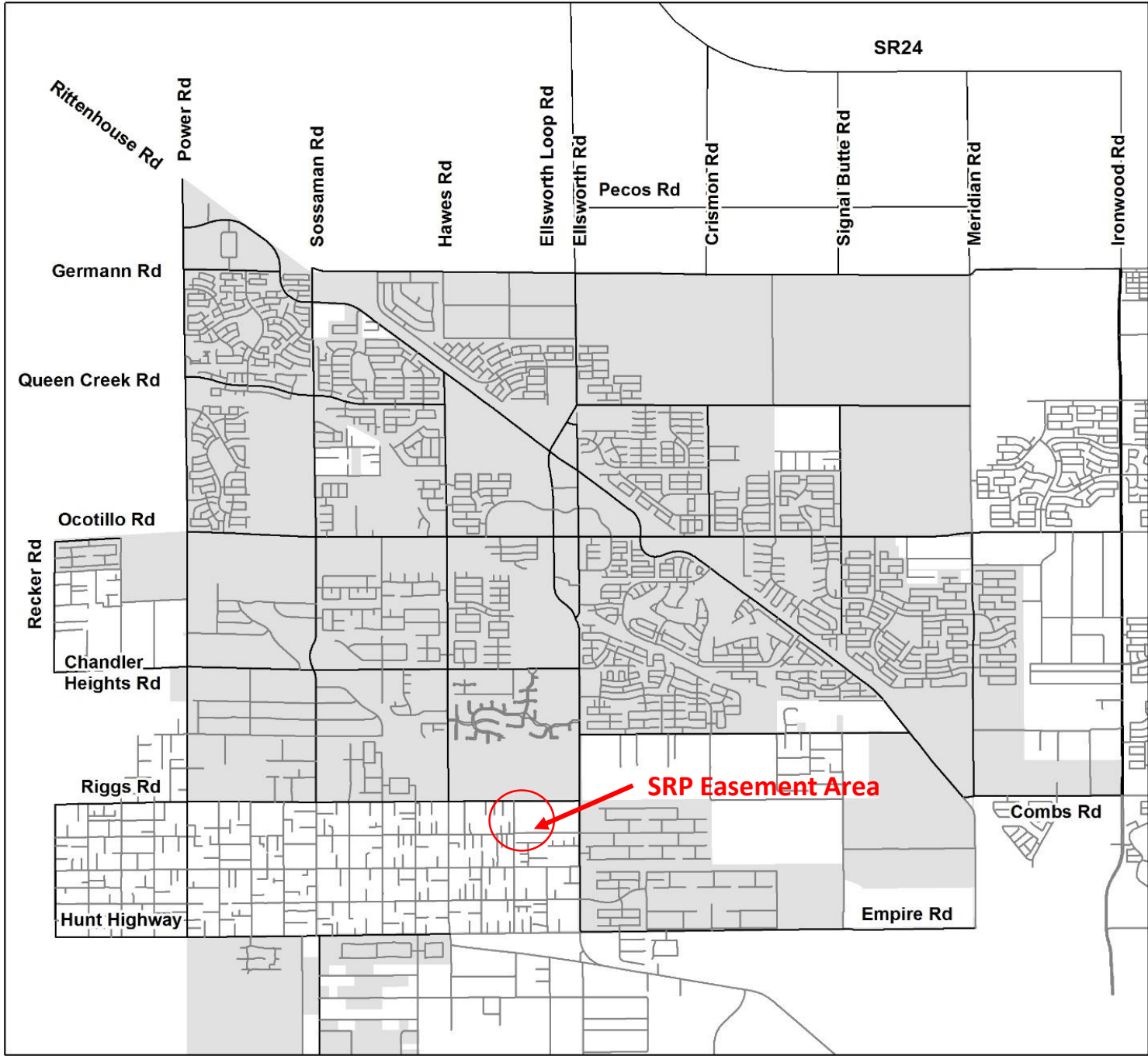
| | |
|---|----------------------------|
| SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT | |
| SRP LDWR NUMBER: 19-1818-NR | SCALE: NTS |
| I.O. NUMBER: T3167204 | SHEET: 3 OF 3 |
| AGENT: BOCKMANN | SHEET SIZE: 8.5"x11" |
| DRAWN: RAUSER | REVISION: 0 |
| CHECKED BY: HOWARD | CREW CHIEF: GENTNER |
| DATE: 01-23-2021 | JEP FIELD DATE: 01-15-2021 |



SURVEY DIVISION
LAND DEPARTMENT

RANCHO LEGANTE SUBD-PH2
NE 1/4, SECTION 33
T.2 S., R.7 E.
11.1 SOUTH - 38.7 EAST

Attachment: Power Distribution Easement (SRP Power Distribution Easement Bridle Ranch)



Attachment: Site Map (SRP Power Distribution Easement Bridle Ranch)



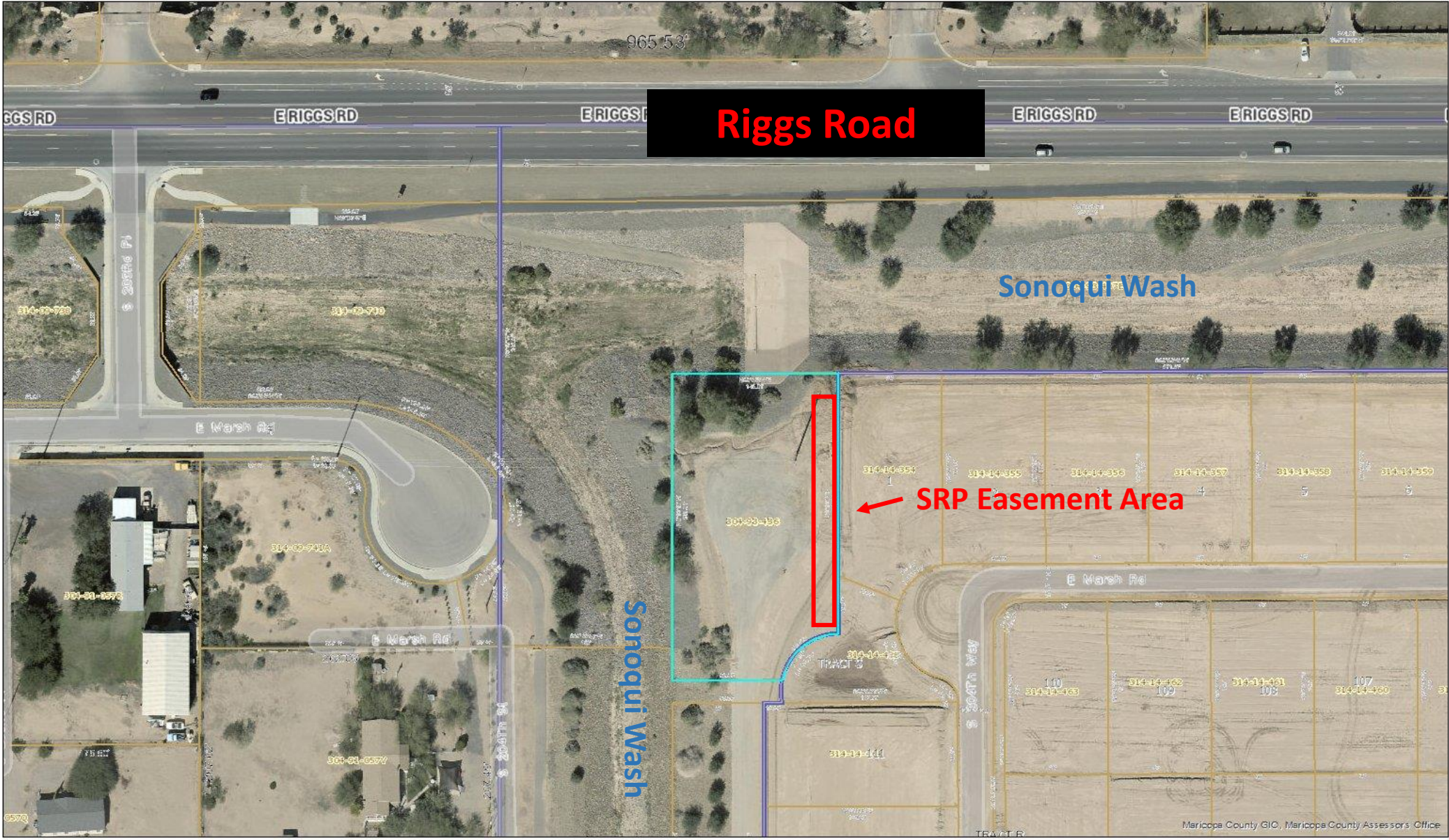
SRP Easement



Attachment: Site Map (SRP Power Distribution Easement Bridle Ranch)



SRP Easement



Attachment: Site Map (SRP Power Distribution Easement Bridle Ranch)

EXHIBIT "A"

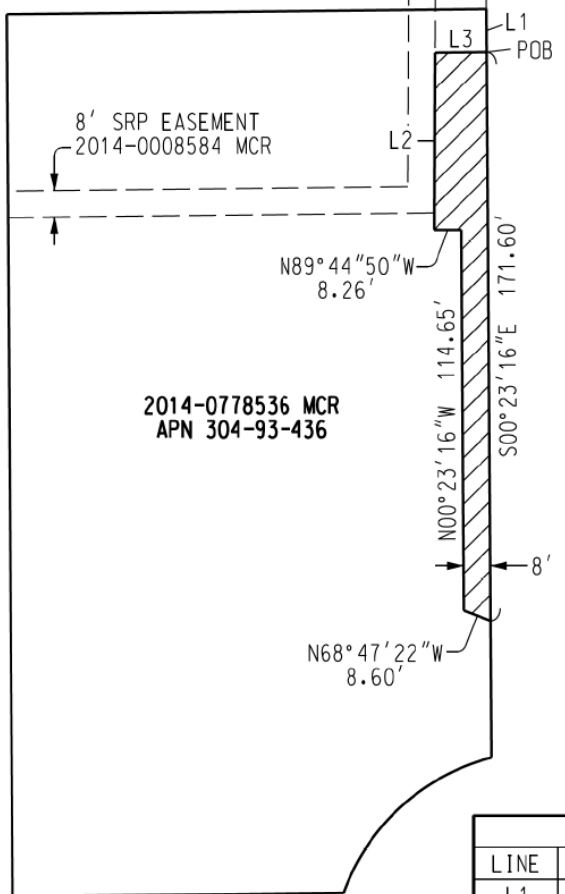
RIGGS ROAD
 (BASIS OF BEARING)
 N89°22'36"E 2637.78' (M)

NORTH 1/4 CORNER
 SECTION 33
 FOUND BCFL
 LVI: 09-25-2018
 POC

NORTHEAST CORNER
 SECTION 33
 FOUND BCHH
 LVI: 08-19-2016

294.10' 2343.68'

S00°37'24"E
 220.00' (TIE)



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S00°23'16"E | 13.00' |
| L2 | N00°15'10"E | 53.63' |
| L3 | N89°22'36"E | 15.66' |



Attachment: Site Map (SRP Power Distribution Easement Bridle Ranch)



Requesting Department

Police

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: RANDY BRICE, CHIEF OF POLICE

RE: CONSIDERATION AND POSSIBLE APPROVAL FOR THE PURCHASE OF HARDWARE, PROFESSIONAL SERVICES, AND LICENSING FOR THE BODY WORN CAMERA (BWC) PROGRAM, INTERVIEW ROOMS, & STANDARDS SOFTWARE (INCLUDES CAMERAS, ACCESSORIES/EQUIPMENT, DOCKING STATIONS, INSTALLATION, CONFIGURATION, ETC.) IN AN AMOUNT NOT TO EXCEED \$130,254 WITH AXON ENTERPRISES THROUGH THE SOURCEWELL NATIONAL COOPERATIVE CONTRACT #010720-AXN AND RELATED BUDGET ADJUSTMENTS OF THE SAME AMOUNT FROM POLICE CONTINGENCY.

DATE: February 17, 2021

Staff Recommendation:

Staff recommends approval for the purchase of hardware, professional services, and licensing for the Body Worn Camera (BWC) program, interview rooms, & standards software (includes cameras, accessories/equipment, docking stations, installation, configuration, etc.) in an amount not to exceed \$130,254 with Axon Enterprises through the Sourcewell National Cooperative Contract #010720-AXN and related budget adjustments of the same amount from police contingency.

Relevant Council Goals:



Superior Infrastructure (Technology)



Safe Community (Public Safety)

Proposed Motion:

Motion to approve the purchase of hardware, professional services, and licensing for the Body Worn Camera (BWC) program, interview rooms, & standards software (includes cameras, accessories/equipment, docking stations, installation, configuration, etc.) in an amount not to exceed \$130,254 with Axon Enterprises through the Sourcewell National Cooperative Contract #010720-AXN and related budget adjustments of the same amount from police contingency.

Discussion:

Technology plays a crucial role in the daily work of law enforcement by equipping officers in the field with enforcement and investigative tools that can make them safer, better informed, and more effective and efficient. These tools and platforms also support efforts for better police accountability, transparency, and legitimacy. Adopting a product or suite of services that continues to evolve and adapt to the department's needs is essential.

To adequately serve the community, first responders must be able to document interactions, provide real-time situational feedback, store digital evidence, and manage information. The proposed equipment, services, and software was specifically chosen for its abilities, features, and durability. This request includes hardware, software, and professional services necessary to adopt and manage a Body-Worn Camera program; equip and manage three interview rooms; and launch software necessary to support a professional standards section.

Body-worn cameras provide officers with a reliable and compact tool to systematically and automatically record their field observations and encounters. They can be used for documentation purposes, to include interactions with victims, witnesses, and others during police-public encounters; arrests; and critical incidents. The cameras are simple and easy to use, but are packed with advanced features including clear frame playback; multi-mic audio; alerts, live maps, and streaming; advanced security and authentication; and multiple activation options.

Interview room technology provides officers and detectives with a solution that streamlines the interview process ensuring that critical evidence is preserved. The platform is easy to use and provides the ability to bookmark, annotate, and comment in real time. Recordings are secure, with a complete chain-of-custody record and appropriate masking for attorney-client discussions.

Data management software provides support to the professional standards unit, division level administrative investigations, and enhances overall transparency and legitimacy. This software provides streamlined report-writing for high risk officer-involved events, such as use-of-force; clear task delegation and automated reminders; and robust data management capabilities. Because it is integrated into the digital evidence solution, this software delivers powerful search capabilities and analytic tools necessary to monitor and identify important trends.

In addition to the cameras and software, this request also includes mounts, cases, power cords, docking stations, control panels, servers, microphones, cables, software configuration, physical installation, and other professional services.

The timing of this purchase is specifically calculated to take advantage of current pricing and to ensure that delivery of the equipment coincides with our timeline.

The services and equipment are available through the Sourcewell National Cooperative Contract #010720-AXN. This contract includes cooperative language which extends use to public entities.

Fiscal Impact:

The total not to exceed the amount of \$130,254 includes the contract proposal amount of \$118,413 and \$11,841 (10%) contingency for possible unanticipated expenses. A budget

adjustment from the FY20-21 Police Department Contingency totaling \$130,254 is necessary to award this contract. After awarding this contract there will be \$298,099 in available expenditure authority remaining in the Police Department Contingency.

Alternatives:

1. Council could choose not to approve the purchase of this equipment/services. However, the police department would not have the resources necessary to properly manage day-to-day operations, investigations, call-for-service, and other police matters. This would substantially increase liability, significantly reduce officer safety, and limit our capacity to serve the community.
2. Council could direct staff to search for another vendor/manufacturer through an existing cooperative or a new Request for Proposal (RFP). However, this action would result in implementation delays and additional costs. The use of other vendors/manufacturers may also lead to less functionality, and significant problems with maintenance/programming.

Attachment(s):

1. Axon Enterprises purchase quote (#Q-274573-44230.709KW)



AXON

Queen Creek Police Department - AZ

AXON SALES REPRESENTATIVE

Kevin Watson

480-463-220

kwatson@axon.com

ISSUE

2/3/202

Q-274573-44230.709KW

Issued: 02/03/2021

Quote Expiration: 03/31/2021

Account Number: 510427

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Kevin Watson

Phone: 480-463-2203

Email: kwatson@axon.com

Fax: 4804632203

PRIMARY CONTACT

Phone:

Email:



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO

Queen Creek Police Department - AZ
22358 S Ellsworth Rd
Queen Creek, AZ 85142
US

BILL TO

Queen Creek Police Department - AZ
22358 S Ellsworth Rd
Queen Creek, AZ 85142
US

Year 1 - AB3 + IR Hardware

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | | |
| 73638 | STANDARDS ACCESS LICENSE | 60 | 56 | 0.00 | 0.00 | 0.00 |
| 73639 | STANDARDS LICENSE PAYMENT | 12 | 56 | 108.00 | 108.00 | 6,048.00 |
| Hardware | | | | | | |
| 50218 | AXIS F41 COVERT MAIN UNIT - NON SER | | 9 | 595.00 | 595.00 | 5,355.00 |
| 74116 | INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH MOUNTED | | 3 | 121.00 | 121.00 | 363.00 |
| 50118 | LOUROE MICROPHONE | | 9 | 196.50 | 196.50 | 1,768.50 |
| 50294 | LITE SERVER | | 1 | 1,950.00 | 1,950.00 | 1,950.00 |
| 50268 | TOUCH PANEL | | 3 | 1,600.00 | 1,600.00 | 4,800.00 |
| 74056 | WALL MOUNT | | 3 | 64.00 | 64.00 | 192.00 |
| 50114 | COVERT CAMERA, SENSOR UNIT | | 9 | 370.00 | 370.00 | 3,330.00 |
| 74059 | MOTION SENSOR ENCLOSURE - COVERT CAMERA | | 3 | 135.00 | 135.00 | 405.00 |
| 74055 | FIRE STROBE - RED | | 3 | 222.00 | 222.00 | 666.00 |
| 11508 | MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK | | 65 | 41.75 | 41.75 | 2,713.75 |
| 73202 | AXON BODY 3 - NA10 | | 56 | 699.00 | 699.00 | 39,144.00 |
| 74210 | AXON BODY 3 - 8 BAY DOCK | | 7 | 1,495.00 | 1,495.00 | 10,465.00 |
| 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | | 7 | 43.90 | 43.90 | 307.30 |
| 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | | 61 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 56 | 0.00 | 0.00 | 0.00 |

Attachment: Axon Enterprises purchase quote (#Q-274573-44230.709KW) (Axon Purchase)

Year 1 - AB3 + IR Hardware (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------|---|---------------|----------|-----------------|----------------|-------------|
| Hardware (Continued) | | | | | | |
| 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | | 4 | 31.30 | 31.30 | 125.20 |
| Other | | | | | | |
| 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | | 7 | 0.00 | 0.00 | 0.00 |
| Services | | | | | | |
| 85055 | AXON FULL SERVICE | | 1 | 17,000.00 | 17,000.00 | 17,000.00 |
| 85170 | INTERVIEW ROOM, INSTALL AND SETUP | | 3 | 2,500.00 | 2,500.00 | 7,500.00 |
| 85147 | CEW STARTER | | 1 | 2,750.00 | 0.00 | 0.00 |
| 73896 | STANDARDS SERVICE, BASIC | | 1 | 10,000.00 | 10,000.00 | 10,000.00 |
| Subtotal | | | | | | 112,132.70 |
| Estimated Shipping | | | | | | 0.00 |
| Estimated Tax | | | | | | 6,279.70 |
| Total | | | | | | 118,412.40 |

Spares

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------------|--|---------------|----------|-----------------|----------------|-------------------|
| Hardware | | | | | | |
| 73202 | AXON BODY 3 - NA10 | | 1 | 699.00 | 0.00 | 0.00 |
| 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | | 1 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 1 | 0.00 | 0.00 | 0.00 |
| Subtotal | | | | | | 0.00 |
| Estimated Tax | | | | | | 0.00 |
| Total | | | | | | 0.00 |
| Grand Total | | | | | | 118,412.40 |

Attachment: Axon Enterprises purchase quote (#Q-274573-44230.709KW) (Axon Purchase)

Discounts (USD)

Quote Expiration: 03/31/2021

| | |
|--------------|-------------------|
| List Amount | 115,581.75 |
| Discounts | 3,449.00 |
| Total | 112,132.75 |

**Total excludes applicable taxes*

Attachment: Axon Enterprises purchase quote (#Q-274573-44230.709KW) (Axon Purchase)

Notes

Sourcewell Contract #010720-AXN used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____

Name (Print): _____ Title: _____

PO# (Or write N/A): _____

Please sign and email to Kevin Watson at kwatson@axon.com or fax to 4804632203

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Attachment: Axon Enterprises purchase quote (#Q-274573-44230.709KW) (Axon Purchase)

*****Axon Internal Use Only*****

| | | |
|----------|----------|------------------|
| | | SFDC Contract #: |
| | | Order Type: |
| | | RMA #: |
| | | Address Used: |
| | | SO #: |
| Review 1 | Review 2 | |

Comments:



Requesting Department

Public Works

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: TROY WHITE, PUBLIC WORKS DIRECTOR
RE: CONSIDERATION AND POSSIBLE APPROVAL OF A COOPERATIVE PURCHASE AGREEMENT THROUGH MARICOPA COUNTY CONTRACT 200217-ITN WITH ADVANCED CHEMICAL TRANSPORT DBA ACTENVIRO FOR ON DEMAND ENVIRONMENTAL SERVICES IN AN AMOUNT NOT TO EXCEED \$75,000 ANNUALLY. (FY 20/21 BUDGETED ITEM)
DATE: February 17, 2021

Staff recommendation:

Staff recommends approval of a Cooperative Purchase Agreement through Maricopa County Contract 200217-ITN with Advanced Chemical Transport dba ACTenviro for on demand environmental services in an amount not to exceed \$75,000 annually. (FY 20/21 budgeted item).

Relevant Council Goal(s):



Effective Government: Managing the Cost of Government

Proposed Motion:

Motion to approve a Cooperative Purchase Agreement through Maricopa County Contract 200217-ITN with Advanced Chemical Transport dba ACTenviro for on demand environmental services in an amount not to exceed \$75,000 annually. (FY 20/21 budgeted item).

Discussion:

The intent of this cooperative contract is to obtain hazardous, biological, and infectious waste handling and disposal services on an as-needed basis in support of departmental activities related to emergency and/or non-emergency response for hazardous and/or infectious wastes as they occur on Town owned sites.

Emergency response: Immediate response/action/mobilization by the contractor to a Town department's request to respond to, contain/cleanup of, and dispose of a release of potential or actual hazardous, biological, and/or infectious waste found on a Town owned/operated site and that may present an immediate risk to human health or the environment. Typically, the hazardous, biological, and/or infectious waste requiring an emergency response action is found on a Town right-of-way, parks, wash system, or vacant land, and is the result of either a vehicle

accident, spills, or illegal dumping by third parties.

Non-emergency response: A response/action/mobilization by the contractor to a Town department's request to pick up and dispose of potential or actual hazardous, biological, and/or infectious waste at a Town owned/operated site and that does not present an immediate risk to human health or the environment. Typically, non-emergency response hazardous, biological, and/or infectious waste is found in a storage area at a Town owned/operated site such as a Department maintenance yard, and is the result of waste accumulation from Town operations that cannot be disposed of as typical solid waste. Or the waste may be the result of biological activity that has affected facility materials, such as infestations of rodents, birds, insects, etc.

Where applicable, the Town department shall have performed proper waste segregation in approved and appropriate safety packaging. The contractor shall take all precautions to ensure the health and safety of all personnel involved in this operation.

Fiscal Impact:

Sufficient funding for this Cooperative Purchase Agreement is available within Solid Waste's FY 2020/21 operating budget.

Alternatives:

Council could ask staff to prepare a Request for Proposal (RFP), however it is highly unlikely that the Town would see a cost savings due to Maricopa County's economy of scale. Additionally, there would be significant staff time and cost incurred to develop and process our own RFP process for on demand environmental services.

Attachment(s):

1. a. ACT Cooperative Purchase Agreement

Contract/Agreement Review Cover Sheet

INSTRUCTIONS: Legal Review is required prior to submittal for Town Council and/or Town Manager approval. Public Works Director review and approval is required on all Public Works and/or Construction and A&E projects. Real Estate review and approval is required on all Real Estate matters. Purchasing review is also required. Complete this form for all contracts/agreements/IGA's/change orders/work orders/proposals/MOU's and submit to the Purchasing office for review/approval routing. Be sure to attach a staff report and all supporting documents for review(s).

ALLOW THREE WEEKS FOR THE REVIEW PROCESS

Document Type: Contact Person:

Council Date: S.A.M. verification

Department Name:

Vendor/Contractor: Vendor ID#:

Brief Description:

Terms of Contract Start: End:

\$ Amount or Not to Exceed: Account Line Item #:

Procurement Method:

Attachments: *Reference original contract number.

Check all that apply:

| Contract | <input checked="" type="checkbox"/> Cooperative | Original Contract # | Cooperative Agreement # | Change Order/ Work Order # |
|--------------|---|---------------------|--|----------------------------|
| Staff Report | Agreement | | <input type="text" value="20217-ITN"/> | |
| Amendment | *Change | | | |
| Easement | Order/Work Order No. | | | |

Approved:

Real Estate: _____ N/A Date: _____

Public Works Director: *Troy White* N/A Date: _____

Utilities: _____ N/A Date: _____

Purchasing: *Tim Kincaid* N/A Date:

Town Attorney: *Todd A. Baxter* N/A Date: Dec 29, 2020

Town Clerk: _____ N/A Date: _____

Attachment: a. ACT Cooperative Purchase Agreement (ACT COOPERATIVE AGREEMENT)

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The "Agreement") is made and entered into effective as of _____, 2021 (the "Effective Date"), by and between the Town of Queen Creek, Arizona, an Arizona municipal corporation ("Town"), and Advanced Chemical Transport, Inc. an Arizona corporation ("Vendor"). The Town and the Vendor are sometimes referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

RECITALS:

WHEREAS, the Town requires CONTRACT ENVIRONMENTAL SERVICES; and

WHEREAS, CONTRACT ENVIRONMENTAL SERVICES is available through a cooperative contract with Maricopa County; and

WHEREAS, The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract number CONTRACT #20217-ITN and all subsequent revisions, between Maricopa County and the Vendor (the "Original Contract") Such action is authorized under A.R.S. §41-2632 and is pursuant to the terms of the Maricopa County multi-agency purchasing cooperative. All capitalized terms used without definition in this Agreement shall have the definitions ascribed to them in the Original Contract.

AGREEMENTS:

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

1. Reaffirmation of Original Contract. The Original Contract shall remain in full force and effect, and all terms and conditions of the Original Contract are hereby incorporated by reference into this Agreement, creating an agreement identical in terms between the Town and the Vendor. In the event of any conflict between this Agreement and the Original Contract, the terms of this Agreement shall prevail. In the Original Contract, the terms "Maricopa County" or "County" shall be deemed to be and refer to the Town, and the term "Contractor" shall be deemed to be and refer to the Contractor under this Agreement. The amount paid under this Agreement shall not exceed \$75,000 on an annual basis.

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

3. Compliance with Federal and State Laws.

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

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

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

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

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

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

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

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

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

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

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Attachment: a. ACT Cooperative Purchase Agreement (ACT COOPERATIVE AGREEMENT)

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

Town of Queen Creek, an Arizona municipal corporation

Date: _____

By: _____
Mayor Gail Barney

By: _____
Town Manager John Kross

Attest: _____
Town Clerk Maria Gonzalez

Approved as to form:

By: _____
Dickinson Wright PLLC
Town Attorneys

ADVANCED CHEMICAL TRANSPORT, INC.

Date: _____

By: Frank Sanchez
Its: Frank Sanchez, CHMM - Branch Manager

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Attachment: a. ACT Cooperative Purchase Agreement (ACT COOPERATIVE AGREEMENT)



CONTRACT ENVIRONMENTAL SERVICES 200217-ITN

This contract is entered into this 21st day of October 2020 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Advanced Chemical Transport dba ACTenviro, an Arizona corporation ("Contractor") for environmental services on demand.

1.0 CONTRACT TERM

1.1 This contract is for a term of two years, beginning on the 21st day of October 2020 and ending the 31st day of October 2022.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of four additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A– Pricing Sheet.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

- 5.3.1 The contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
- Company name, address, and contact information
 - County bill-to name and contact information
 - Contract serial number
 - County purchase order number
 - Project name and/or number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery
 - Quantity
 - Contract item number(s)
 - Arrival and completion time
 - Description of purchase (product or services)
 - Pricing per unit of purchase
 - Extended price
 - Freight (if applicable)
 - Mileage with rate (if applicable)
 - Total amount due
- 5.3.2 Labor, services, and maintenance must be billed as a separate line item.
- 5.3.3 Problems regarding billing or invoicing shall be directed to the County department as listed on the purchase order.
- 5.3.4 Contractors may submit monthly invoices, or for an alternative billing cycle, during the performance of a project to the County department for payment. However, payment shall only be for the amount of work completed and accepted by the County department project manager or project coordinator for that applicable billing cycle.
- 5.3.5 In no instance will the amount(s) being invoiced differ from the firm-fixed prices established in the final project contract and any subsequent approved written PA's.
- 5.3.6 The County department shall not be charged for contractor time needed to bring new key personnel to the level of site knowledge of previous key personnel. This shall include becoming familiar with the specific characteristics and special requirements of the project area. If the contractor replaces key personnel, it shall not affect their commitment to meet all schedules and deliverables.
- 5.3.7 Any overtime and/or double-time must be pre-approved, in writing, by the County department, if the contractor anticipates billing the County department for such overtime and/or double-time.
- 5.3.8 All work associated and approved through a PA must be so identified on all invoices.
- 5.3.9 If required by the County department, the contractor shall:
- 5.3.9.1 Provide invoices, which itemize individual personnel on the invoice indicating the actual hours worked, the hourly rate, personnel classification, level, and the extended amount of fees being billed.
- 5.3.9.2 Support all use of capitalized equipment; include actual time for mobilization, set-up (if required), and demobilization.

- 5.3.9.3 Support all hours worked with a detailed time sheet, which outlines the hours worked each day; all charges billed must be relative to the technical task. If the project entails work by the contractor at more than one area, the County department may additionally direct the contractor to report the number of hours worked by area.
- 5.3.9.4 Provide separate invoices from all subcontractors, rentals, materials, and for all equipment used. Such invoices shall outline the use and/or services worked. Charges billed must be relative to the project. If the project entails work by a subcontractor at more than one area, the County department may additionally direct the contractor to report the additional services worked by area.
- 5.3.9.5 Provide receipts for all lodging and subsistence with services provided where the project area is 36 or more miles from the intersection of 3rd Avenue and Jefferson Street, Phoenix. The contractor must provide motel and meal receipts with the invoice. Mileage will only be allowed for the 36 miles or more identified above, and then **only** for the overage in both directions.
- 5.3.10 Stand-By Time
- 5.3.10.1 The contractor shall not receive any payment whatsoever for standby time (i.e., labor and equipment either on site or held elsewhere and not used in conjunction with the project) for labor, equipment, or materials if such stand-by time is the fault of the contractor or any subcontractor. Payment shall be made only for equipment, labor, and material actually used, with provisions for payment for equipment in transit, portal to portal.
- 5.3.10.2 However, stand-by time, if 30 minutes or more, will be an authorized charge if such delays are due to the fault of the County department or any of its agents. Costs for stand-by time may be negotiated between the contractor and the County department at the time of the PA.
- 5.3.11 Final Payment
- Final payment will be made no later than 60 calendar-days after completion of a project and acceptance by the County department. The contractor shall submit invoices marked "FINAL" to the County department project manager or coordinator. Failure to submit final invoices within this time frame may result in payments being delayed. The 60 calendar-days requirement may be extended with the written approval of the County department.
- 5.3.12 Payment will only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.
- 5.3.13 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 5.3.14 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. The contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

- 5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of SAVE, state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

9.0 DUTIES

- 9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.
- 9.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

10.0 TERMS AND CONDITIONS

10.1 INDEMNIFICATION

- 10.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend, indemnify, and hold harmless the County (as "Owner"), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.
- 10.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 10.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.
- 10.1.4 The scope of this indemnification does not extend to the sole negligence of County.

10.2 INSURANCE

- 10.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do

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business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 10.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 10.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 10.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 10.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 10.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 10.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 10.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 10.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

10.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or

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modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

10.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

10.2.9.3 Workers' Compensation

10.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

10.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

10.2.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

10.2.10 Certificates of Insurance:

10.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

10.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

- 10.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

10.2.11 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4th Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

10.3 BOND REQUIREMENT

- 10.3.1 Depending on the individual project, the Contractor may be required to furnish the contracting County department the following bonds, which shall become binding upon the award of the project to the contractor.

10.3.1.1 A performance bond equal to the full project amount (or as specified) conditioned upon the faithful performance of the contract in accordance with plans, specifications, and conditions thereof. Such bond shall be solely for the protection of the contracting County department awarding the contract.

10.3.1.2 A payment bond equal to the full project amount solely for the protection of claimants supplying labor and materials to the contractor or his subcontractors in the execution of the work provided for in such contract.

- 10.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover, as a part of his judgment, such reasonable attorney's fees as may be fixed by a judge of the court.

- 10.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and issued by the director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the contracting department. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the contracting department, as currently listed in the most recent Best Key Rating Guide, published by the AM Best Company.

10.4 FORCE MAJEURE

- 10.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane,

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or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service.

10.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

10.4.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

10.5 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

10.6 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

10.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

10.8 PURCHASE ORDERS

10.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

10.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

10.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

10.10 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

10.11 STOP WORK ORDER

10.11.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

10.11.1.1 cancel the stop work order; or

10.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

10.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

10.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

10.13 TERMINATION FOR DEFAULT

10.13.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

10.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

10.13.1.2 make progress, so as to endanger performance of this contract; or

10.13.1.3 perform any of the other provisions of this contract.

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- 10.13.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

10.14 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

10.15 CONTRACTOR EMPLOYEE MANAGEMENT

- 10.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.
- 10.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.
- 10.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 10.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.
- 10.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.
- 10.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

10.16 TRAINING

Contractor shall provide training services as needed to completely train requested County personnel in the use and care of the equipment. All training shall take place on-site in Maricopa County, unless otherwise negotiated with County.

10.17 WARRANTY OF SERVICES

- 10.17.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 10.17.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

10.18 INSPECTION OF SERVICES

- 10.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

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- 10.18.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 10.18.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
- 10.18.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - 10.18.3.2 reduce the contract price to reflect the reduced value of the services performed.
- 10.18.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:
- 10.18.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or
 - 10.18.4.2 terminate the contract for default.

10.19 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

10.20 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

10.21 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

10.22 SUBCONTRACTING

- 10.22.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

10.22.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

10.23 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

10.24 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

10.25 RIGHTS IN DATA

10.25.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

10.25.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

10.26 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

10.26.1 In accordance with Section MC1-374 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

10.26.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

10.27 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a

check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

10.28 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

10.29 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

10.30 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

10.31 RELATIONSHIPS

10.31.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

10.31.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

10.32 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

10.33 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

10.34 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

10.34.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

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- 10.34.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;
- 10.34.1.2 have not within a three-year period preceding this contract:
- 10.34.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or
- 10.34.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;
- 10.34.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;
- 10.34.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and
- 10.34.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.
- 10.34.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
- 10.34.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.
- 10.35 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
- 10.35.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee

compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

- 10.35.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 11.35.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 10.36 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**
- 10.36.1 The parties agree that this contract and employees working on this contract will be subject to the Contractor employee whistleblower protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.
- 10.36.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 10.36.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$250,000 as of fiscal year 2018).
- 10.37 **CONTRACTOR LICENSE REQUIREMENT**
- 10.37.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.
- 10.37.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

10.38 INFLUENCE

- 10.38.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.
- 10.38.2 An attempt to influence includes, but is not limited to:
- 10.38.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
- 10.38.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

10.39 CONFIDENTIAL INFORMATION

- 10.39.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.
- 10.39.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.
- 10.39.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

10.40 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

10.41 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

10.42 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

10.43 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

10.44 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

10.45 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

10.46 INCORPORATION OF DOCUMENTS

10.46.1 The following are to be attached to and made part of this Contract:

10.46.1.1 Exhibit A-8 – Vendor Information and Pricing

10.46.1.2 Exhibit B – Scope of Work(s)

10.46.1.3 Exhibit C – Office of Procurement Services Contractor Travel and Per Diem Policy

10.46.1.4 Exhibit D – Project Offer Requirements

10.47 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
160 S. 4th Avenue
Phoenix, Arizona 85003-1647

For Contractor:

Advanced Chemical Transport dba ACTenviro
Mr. Frank Sanchez
6212 S. 75th Ave, #4, Laveen, AZ 85339

10.48 INQUIRIES

- 10.48.1 Inquiries concerning information herein must be submitted via BidSync using the "Questions and Answers" link.
- 10.48.2 Administrative telephone/email inquiries shall be addressed to:
- ANDREA STUPKA, PROCUREMENT OFFICER
TELEPHONE: (602) 506-3504
Andrea.Stupka@maricopa.gov
- 10.48.3 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

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IN WITNESS WHEREOF, this contract is executed on the date set forth above.

CONTRACTOR

Frank Sanchez
AUTHORIZED SIGNATURE

Frank Sanchez, CHMM - Branch Manager
PRINTED NAME AND TITLE

6212 South 75th Avenue # 4, Laveen, AZ 85339
ADDRESS

9/15/20
DATE

MARICOPA COUNTY

Phil He
CHAIRMAN, BOARD OF SUPERVISORS

OCT 21 2020
DATE

ATTESTED:

Frank McCarr
CLERK OF THE BOARD

OCT 21 2020
DATE

APPROVED AS TO FORM:

Randall B. Pennington
DEPUTY COUNTY ATTORNEY

09/18/2020
DATE

Attachment: a. ACT Cooperative Purchase Agreement (ACT COOPERATIVE AGREEMENT)

EXHIBIT A-8
VENDOR INFORMATION AND PRICING

| | |
|----------------------------------|-------------------------------------|
| COMPANY NAME: | ACT Enviro |
| DOING BUSINESS AS (dba): | ACT Enviro |
| MAILING ADDRESS: | 6212 S 75th Ave # 4 |
| REMIT TO ADDRESS: | 967 Mabury Road, San Jose, CA 95133 |
| TELEPHONE NUMBER: | 480-297-3224 |
| FAX NUMBER: | 6212 S 75th Ave # 4 |
| WWW ADDRESS: | www.actenviro.com |
| REPRESENTATIVE NAME: | Frank Sanchez, CHMM |
| REPRESENTATIVE TELEPHONE NUMBER: | 480-297-3224 |
| REPRESENTATIVE EMAIL ADDRESS | fsanchez@actenviro.com |

| | <u>YES</u> | <u>NO</u> | <u>REBATE</u> |
|--|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

PAYMENT TERMS: NET 30 DAYS

1.0 PRICING

SERVICE OFFERED: WASTE DISPOSAL - EMERGENCY/NON-EMERGENCY RESPONSE FOR HAZARDOUS, BIOLOGICAL AND/OR INFECTIOUS WASTES

PERSONNEL CLASSIFICATION

HOURLY RATE

1.1 List your company's personnel classifications and corresponding hourly rates for standard responses and emergency responses (if applicable)

1.2 Laboratory services (if applicable)

Labs: Submit analytical price list

NA

% OFF CURRENT PRICE LIST
(MUST BE SUBMITTED WITH ORIGINAL PROPOSAL)

1.3 Training courses (if applicable)

NA

% OFF CURRENT PRICE LIST

1.4 Other services (if applicable)

NA

% OFF CURRENT PRICE LIST

1.5 Drilling services (if applicable)

NA

2.0 EQUIPMENT PRICING SCHEDULE

SERVICE OFFERED:

E3-8 - WASTE DISPOSAL - EMERGENCY/NON-EMERGENCY RESPONSE FOR HAZARDOUS, BIOLOGICAL AND/OR INFECTIOUS WASTES

Offerors are to list all minimum equipment essential to performing services under Scopes of Work, as applicable to your proposal, either owned or leased, excluding rentals. (Note: for billing purposes, 10 hours constitute 1 "day".) This form may be duplicated as necessary.

See attached definitions for Emergency after hours and overtime work.

| <u>Personnel</u> | <u>Unit</u> | <u>Rate</u> |
|--|--------------------|--------------------|
| Project Manager | Hourly | \$95.00 |
| Field Supervisor | Hourly | \$65.00 |
| Field Chemist | Hourly | \$75.00 |
| Lead Technician | Hourly | \$55.00 |
| Technician | Hourly | \$45.00 |
| Equipment Operator | Hourly | \$60.00 |
| Driver (Commercial/HazMat) | Hourly | \$60.00 |
| Administrative Support | Hourly | \$40.00 |
| High-Haz Technician (Confined Space / Bio-Hazard / Hazmat) | Hourly | \$90.00 |
| <u>Equipment</u> | | |
| Vacuum Truck, 70-130 BBL | Hourly | \$145.00 |
| Vacuum Truck Demurrage | Daily | \$850.00 |
| Tractor and 53' Trailer Demurrage | Daily | \$200.00 |
| Roll Off Truck | Hourly | \$145.00 |
| 26 FT/ 26000 Box Truck | Daily | \$250.00 |
| ½ -Ton Pickup Truck | Daily | \$80.00 |
| 3-5 Ton Gear Truck, w/Lift Gate | Daily | \$150.00 |
| 20' Box Gear Trailer | Daily | \$150.00 |
| 20-Yard Closed Top bin | Daily | \$30.00 |
| 20-Yard, Open Top | Daily | \$30.00 |
| 40-Yard, Open Top | Daily | \$40.00 |
| 20-Yd Bin Liner | Each | \$50.00 |
| 40-Yd Bin Liner | Each | \$60.00 |
| 3000 PSI Pressure Washer | Hourly | \$45.00 |
| Drum Vacuum Unit | Daily | \$100.00 |
| HEPA Vac | Daily | \$180.00 |
| 2-4" Inch Diaphragm Pump (M-8) | Daily | \$250.00 |
| 1 Inch Pogo Pump, manual hand pump | Each | \$30.00 |
| Electric Transfer Pump | Daily | \$140.00 |
| <u>Materials</u> | | |
| Oil Sorbent Pads | Bale | \$110.00 |
| Solid-A Sorb | Bag | \$25.00 |
| Vermiculite (50lb) | Bag | \$36.00 |
| Chlor-N-Oil Test Kit | Each | \$30.00 |
| Haz/Cat kit | Daily | \$60.00 |
| Simple Green | Gallon | \$20.00 |
| 6-MIL Plastic Sheeting | Roll | \$130.00 |
| Shrink Wrap | Roll | \$40.00 |
| Level B PPE | Each | \$300.00 |
| Level C PPE | Each | \$50.00 |
| Level D PPE | Each | \$30.00 |
| 4' Light Tube Drum | Drum | \$65.00 |
| 8' Light Tube Drum | Drum | \$130.00 |
| 5 Gallon DOT Pail | Each | \$17.00 |
| 15 Gallon Drum DOT | Drum | \$60.00 |
| 30 Gallon Poly Drum | Drum | \$70.00 |

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| | | |
|--------------------------------|------|----------|
| 55 Gallon Drum DOT | Drum | \$70.00 |
| 55 Gallon Poly Drum | Drum | \$70.00 |
| 85 Gallon Over-Pack Drum-Steel | Drum | \$215.00 |
| 95 Gallon Over-Pack Drum-Poly | Drum | \$355.00 |
| 275 Gallon Tote | Each | \$225.00 |
| Tri-Wall Box | Each | \$90.00 |

Waste Disposal

| | | |
|--|-----------|----------|
| Non-Hazardous Waste, Solid | 55 Gal DM | \$120.00 |
| Non-Hazardous Waste, Liquid | 55 Gal DM | \$145.00 |
| Oil (<5% water) for Recycle | 55 Gal DM | \$85.00 |
| Oil (>5% water) for Recycle | 55 Gal DM | \$165.00 |
| Mixed Paints (only) Loose-Packs for Fuels | 55 Gal DM | \$235.00 |
| Latex Paint (only) Loose-Packs | 55 Gal DM | \$198.00 |
| Liquid Fuels - No Settled Solids >5000 BTU | 55 Gal DM | \$138.00 |
| Liquid Fuels - Settled Solids >5000 BTU | 55 Gal DM | \$334.00 |
| Low Viscosity Liquid <5000 BTU NO SOLIDS | 55 Gal DM | \$195.00 |
| AEROSOLS* | 55 Gal DM | \$195.00 |
| Labpack for Incineration | 5 Gal DM | \$99.00 |
| Labpack for Incineration | 15 Gal DM | \$159.00 |
| Labpack for Incineration | 30 Gal DM | \$297.00 |
| Labpack for Incineration | 55 Gal DM | \$433.00 |
| Labpack Reactives | 5 Gal DM | \$297.00 |
| Labpack Reactives | 15 Gal DM | \$593.00 |
| Labpack Reactives | 30 Gal DM | \$742.00 |
| Mixed Acids, Nitric, Sulfuric, Hydrochloric, Phosphoric (1% to 30%) | 55 Gal DM | \$288.00 |
| Alkaline Solutions (1% to 30%) | 55 Gal DM | \$274.00 |

2.10 Mileage rate or vehicle rate for travel beyond the 35-mile radius

 \$1.25 per mile

Work Hours

All personnel and equipment rates are subject to the following:

- Weekdays: 0700 to 1500 hours charged at Straight Time (ST= Hourly rate); 1500 to 1900 hours charged at Overtime hourly rate). Changes to start times for Weekday ST, OT and DT may be requested by Client and may be approved by ACT on a case-by-case basis.
- Saturday: First 8 hours charged at OT; hours over first 8 hours charged at DT.
- Sundays and Holidays: All time charged at DT. The above Rates are applied regardless of the number of hours worked for any Client on any particular day. Rates for hours subsequent to a break of less than 8 hours are charged at the appropriate OT or DT rate continuous to hours prior to break.
- All hourly rates will be charged portal-to-portal from the location of personnel when dispatched.
- All charges are subject to a Four Hour Minimum (4 Hours). All holdover and stand-by time will be billed as regular work hours unless otherwise specified in advance.
- Time charges begin with initial notification and terminate after personnel, equipment arrives back at the

ACT operations centers, and equipment and supplies have been re-stocked.

Double Time Recognized Holidays

New Year's Day
Presidents Day
Easter
Independence Day (4th of July)
Thanksgiving
December 24th

Martin Luther King Jr.
Birthday
Veterans Day
Memorial Day
Labor Day
Day After Thanksgiving
Christmas Day

Fuels, Equipment and Insurance Surcharge

All invoices will be assessed a Fuel and Insurance Surcharge of 8 %

Disposal, Subcontractors, and Rental Equipment

Disposal costs not listed and all subcontractor services will be quoted on a case-by-case basis

EXHIBIT B
General Scope of Work

1. INTENT

- 1.1. This is to contract with qualified individuals and/or organizations to provide various departments in Maricopa County (County) the following environmental services on a demand basis:
- 1.1.1. environmental site assessment/site investigation (SI)/remediation;
 - 1.1.2. asbestos, lead-based paint assessment and/or abatement oversight;
 - 1.1.3. asbestos, lead-based paint and mold abatement;
 - 1.1.4. environmental engineering services;
 - 1.1.5. environmental air consulting services;
 - 1.1.6. industrial hygiene/indoor air quality services;
 - 1.1.7. environmental training;
 - 1.1.8. waste disposal – emergency/non-emergency response for hazardous, biological and/or infectious wastes;
 - 1.1.9. laboratory and analytical services;
 - 1.1.10. drilling services;
 - 1.1.11. environmental assessment/environmental impact statements;
 - 1.1.12. wildlife rescue and relocation services (including bee relocation); and,
 - 1.1.13. lead-based paint and asbestos assessment and/or abatement for Federally funded housing projects.
- 1.2. This shall establish a listing of qualified contractors for each area of service (AOS). Multiple awards (listing of qualified contractors) shall be made by AOS for each area of service. Contractors selected for an AOS list are eligible to compete to provide products and/or services as defined therein. At the time a need for service is identified, a task order and a detailed project scope of work (PSOW) will be issued by AOS to each qualified contractor on the listing for the affiliated service area (for exceptions, see Section 2.2.1.3). Award(s) shall be made to the contractor best meeting specifications and offering the lowest price in their project offer (PO). Award of this contract does not guarantee management of a project.
- 1.3. Should any project be declared an emergency procurement, the applicable provisions of the Maricopa County Procurement Code shall prevail in the determination of award. At the County's option, work under \$25,000 may be assigned to a contractor without competition.
- 1.4. Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.14 and 3.15 below).
- 1.5. The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.6. Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2. SCOPE OF WORK (see Exhibit 3 for Area of Services' Scopes of Work specific to the thirteen identified services)

Section 2.0 – Scope of Work contains general requirements are in addition to the specific scopes of work outlined in Exhibit 3 -Scopes of Work for Areas of Service (AOS) E3-1 through E3-13. Contractors understand and agree that they will abide by all conditions established in this ITN for the applicable AOS for which they are approved and listed.

2.1. Health and Safety Program

2.1.1. The contractor shall, as required by project, and on a demand basis, prepare and implement site-specific health and safety plans for all phases of the work activity for its employees, subcontractors, or subcontractors' employees as required. A health and safety program is not required for contractors providing environmental training services as presented in Section E3-7.

2.1.2. The contractor shall have an existing health and safety program which shall comply with all Occupational Safety and Health Administration (OSHA, reference Title 29 Code of Federal Regulations, Part 1910 29 CFR 1910.120, and/or 29 CFR 1926.1101 as applicable) and Environmental Protection Agency (EPA) standards (reference 40 CFR, particularly the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and/or Resource Conservation and Recovery Act (RCRA)), and any other applicable Federal, state, and/or local laws, rules, regulations, and ordinances.

2.2. Overall Responsibilities

2.2.1. Overall Responsibilities of the Contractor

2.2.1.1. The contractor shall understand and agree that each project (see exceptions in 2.2.1.2) shall be supervised by a project manager or project coordinator, assigned by the County department, to whom the contractor shall directly report. The contractor understands and agrees that the County department project manager or project coordinator shall have authorities as listed in 2.2.2 – Overall Responsibilities of the County.

2.2.1.2. The contractor shall understand and agree that, for some projects, the County department may request only a service such as drilling or analysis without providing a County department project manager or project coordinator.

2.2.1.3. The contractor shall protect the property of the County department from damage during the duration of any project. The contractor shall replace any or all damaged property at no cost to the County department to the extent damage is caused by the contractor's negligent acts or willful misconduct.

2.2.1.4. The contractor shall satisfy himself/herself regarding the existing conditions under which he/she shall have to operate in completing the work, or which shall affect the work in any manner. No allowance shall be made subsequently in this regard on behalf of the contractor for any error or negligence on his/her part.

2.2.1.5. The contractor shall carefully check all dimensions and conditions at a project area and shall be responsible for sufficiently familiarizing themselves with project area conditions which may affect the work before making a firm-fixed price PO. Any drawings provided by the County department are meant to be utilized as a guide to the building or

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project area configurations. All measurements and sizes are approximate, and must be confirmed, to the extent agreed upon by the County department, by the contractor prior to implementation of the work on the project.

- 2.2.1.6. The contractor shall maintain a complete daily record of all labor, equipment, materials, subcontracted services, and expenses, to include mileage, if any and as allowable, incurred in the performance of the services provided, and shall provide the County department such record with all supporting documentation, if so requested in the PSOW.
- 2.2.1.7. The contractor shall complete all services specified in a PO and any subsequent project amendment (PA) (PA is described Exhibit 4 – Project Offer Requirements). However, the contractor shall understand and agree that completion of such services does not in itself constitute project completion. The County department shall determine when each project is complete.
- 2.2.1.8. The contractor, and any subcontractors utilized by the contractor, must not be listed on the System for Award Management (SAM) Exclusion List.
- 2.2.1.9. The contractor shall submit copies of waste shipment records, if applicable, to the County department.
- 2.2.2. Overall Responsibilities of the County
 - 2.2.2.1. The County department issuing a PSOW will provide a project manager or a project coordinator to review, award, and supervise a project that results from a PSOW. The County department's initial PSOW shall include, at a minimum, the following:
 - 2.2.2.1.1. project area description
 - 2.2.2.1.2. schedule for completion
 - 2.2.2.1.3. deliverables
 - 2.2.2.1.4. variables and assumptions
 - 2.2.2.1.5. acceptance criteria
 - 2.2.2.1.6. reporting requirements
 - 2.2.2.1.7. project objectives
 - 2.2.2.2. The County project manager or project coordinator shall have authority for the following:
 - 2.2.2.2.1. Review of and award of initial Project Offers (PO) and subsequent related POs required in the performance of the project.
 - 2.2.2.2.2. Final interpretation of the work in POs.
 - 2.2.2.2.3. Review of clean-up procedures.
 - 2.2.2.2.4. Review and approval of the use of certain equipment, personnel, materials, services, and/or procedures.

- 2.2.2.2.5. Review of work schedules including hours and days of work.
 - 2.2.2.2.6. Review and establishment of safety plans and protocol to ensure compliance with OSHA and other regulations as applicable.
 - 2.2.2.2.7. Stopping work in order to ensure safety of the contractor or the environment or due to violation of safety regulations by the contractor, the contractor's personnel, subcontractors, or consultants, including issuance of stop work orders for safety, environmentally unsafe activities, procedures, or unnecessary work.
 - 2.2.2.2.8. Review of decontamination procedures.
 - 2.2.2.2.9. Review of disposal sites and treatment, technologies for waste generated from clean-ups, and signing of hazardous waste manifests.
 - 2.2.2.2.10. Determination of project completion.
 - 2.2.2.2.11. Review and approval of supporting documentation for invoices submitted for payment.
- 2.2.2.3. In order to ensure equity to all contractors, County departments shall solicit initial POs from all contractors listed as qualified within the specific AOS E3-1 through E3-13. However, there may be those special circumstances whereby such competition is impractical (i.e., continuity of site assessment/remediation by same contractor). In this case, the County department responsible for the project shall prepare a written determination to be placed in the project file detailing the extent that competitive offers were solicited.
- 2.2.2.4. After project completion, acceptance, and final payment to a contract, the County department shall submit a Project Completion Report including, but not limited to, identification of the County department, location of the site, contract number(s) (or other number identifying the PO award) issued by County department, synopsis of the effort completed, project start and completion dates, total amount of initial project offer award, number of PAs with dollar amounts, and identification of specific concerns relating to the satisfactory completion of the work scope.
- 2.3. Project Offers
- 2.3.1. Contractor's Project Offer (PO) Format
 - 2.3.1.1. When responding to an AOS PSOW, listed and interested contractors shall submit a PO, which shall provide applicable information as outlined in Exhibit 4 - Project Offer Requirements, including, but not limited to the following:
 - 2.3.1.1.1. Proposed method of approach to the project
 - 2.3.1.1.2. Key personnel to be assigned
 - 2.3.1.1.3. Approved subcontractors, and a firm fixed price for their labor classifications, equipment, and supplies

- 2.3.1.1.4. Approved capitalized equipment
 - 2.3.1.1.5. Contractor's health and safety plan
 - 2.3.1.1.6. Local conditions, assumptions, and/or limitations which may affect the accuracy of a PSOW
 - 2.3.1.1.7. Potential conflicts of interest for projects
 - 2.3.1.1.8. Innovative technical approaches
 - 2.3.1.1.9. Differing site conditions
 - 2.3.1.1.10. Project amendments
 - 2.3.1.1.11. Ot-of-state personnel
- 2.3.2. County Department's Evaluation of Contractor's Project Offer
- 2.3.2.1. Contractor's PO will be evaluated based on the extent to which the contractor's plan for execution:
 - 2.3.2.1.1. identifies and demonstrates an understanding of the technical and management issues that are critical to successfully accomplishing the project;
 - 2.3.2.1.2. demonstrates a level of effort that will accomplish the project in a safe, effective and efficient manner, including attainable improvements that may accelerate completion or lower project costs without jeopardizing worker safety, human health, or the environment;
 - 2.3.2.1.3. displays the degree to which the contractor optimizes the use of competitive subcontracts to minimize overall costs to the County; and
 - 2.3.2.1.4. resolves of unanticipated problems.
 - 2.3.2.2. Listed below, in the relative order of importance, is the minimum evaluation criteria the County department shall use in evaluating each PO received from contractors in response to a PSOW. The County department may expand upon these evaluation elements and shall list them in relative order of importance within specific PSOW:
 - 2.3.2.2.1. method of approach to accomplish the PSOW, to include type of equipment, laboratory tests, disposal site, etc., as applicable
 - 2.3.2.2.2. direct experience of personnel proposed to accomplish the specific tasks/sub-tasks, as applicable, within the PSOW
 - 2.3.2.2.3. qualifications of personnel proposed to accomplish the PSOW
 - 2.3.2.2.4. availability of personnel and equipment to meet the needs of the project

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- 2.3.2.2.5. local conditions and/or assumptions on the part of the contractor which may affect the accuracy of the PSOW
 - 2.3.2.2.6. total, firm, fixed prices for all services, materials, and equipment required to perform all work required by the PSOW. However, cost shall not be the primary evaluation criteria.
- 2.3.3. Final Project Contract Award
- 2.3.3.1. After receipt of the PO and in accordance with the established evaluation criteria, the County department will make a determination as to which contractor will be issued a final project contract award.
 - 2.3.3.2. The County department will encumber funds prior to issuance of any Notice to Proceed or similar document to the contractor.
- 2.3.4. Pre-Performance Meeting
- 2.3.4.1. All work shall be coordinated through the County department's project manager or project coordinator. If required by the County department, the project manager or project coordinator and contractor's key personnel shall participate in a pre-performance meeting to coordinate the work schedule and provide clarification on any items as necessary.
- 2.4. Compliance with Laws
- The contractor shall understand and agree that all work authorized under a contract must be performed in conformance with ALL APPLICABLE Federal, state, and local laws, regulations, and rules in effect at the time services are performed or which are reasonably foreseeable.
- 2.5. Professionals
- The contractor shall understand and agree that some work requested by the County departments may require the performance of a Registered Geologist, Professional Engineer, Certified Industrial Hygienist (CIH), or other registered technical professional licensed in the State of Arizona and consistent with the applicable Rules and By-Laws of the Arizona Board of Technical Registration (ABTR) or appropriate licensing agency. Where required, all plans, specifications, reports, and other professional documents delivered to the County department must be sealed by such registered professional and must be acceptable to the County department in form, timeliness, contents, and presentation. Confidentiality of information shall be determined in accordance with A.R.S. § 49-205, A.R.S. § 49-201.29, and A.R.S. § 49-1012.2.
- 2.6. Professional and Field Levels
- 2.6.1. The following staff or equivalent titles may be required at various professional and field levels as dictated by workload, site conditions, and scopes of work and resultant PSOW. In addition to specific qualifications identified in AOS scopes of work and resultant PSOW, each staff member participating in a project must have the necessary qualifications as required and defined in A.R.S. § 32-122.01, as well as all other applicable state, local and Federal regulations. Additional classifications may be included with detailed job descriptions by the contractor. There will be multiple technical disciplines that will fall under the descriptions of each professional level:
- 2.6.1.1. Project Manager: Have experience in proposal and application of the disciplines as required by the scope of work at various levels.

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- 2.6.1.2. Engineer: Have applicable degree, experience, and expertise in design and review, pertinent to project requirements, that can be validated.
- 2.6.1.3. Professional Engineer: Same qualifications as Engineer. Must be registered in the State of Arizona.
- 2.6.1.4. Chemical Engineer: Have applicable degree, experience, and expertise in design and review, pertinent to project requirements.
- 2.6.1.5. Permit Engineer: Have applicable degree, experience, and expertise in design and review, pertinent to project requirements.
- 2.6.1.6. Air Quality Engineer: Have applicable degree, experience, and expertise in design and review, pertinent to project requirements.
- 2.6.1.7. Risk Assessor/Toxicologist: With experience in risk assessment development and/interpretation.
- 2.6.1.8. Statistician: Have experience in probabilistic and deterministic methods.
- 2.6.1.9. Microbiologist: Have experience in bioremediation and/or fungi and bacteria biology, and applicable degree.
- 2.6.1.10. Computer Modelers: Have experience in:
 - 2.6.1.10.1. Vadose zone fate and transport modeling
 - 2.6.1.10.2. Groundwater fate and transport modeling
 - 2.6.1.10.3. Contaminant fate and transport modeling
 - 2.6.1.10.4. Air emissions modeling
- 2.6.1.11. Hydrologist: Has degree and experience.
- 2.6.1.12. Geologist: Has degree and experience.
- 2.6.1.13. Registered Geologist: Same qualifications as Geologist. Must be registered in the State of Arizona.
- 2.6.1.14. Principal Investigator: For cultural anthropological projects (cultural research, informant interviews) and Cultural Resource Management projects (archaeological survey, testing, data recovery, technical research). Knowledge of the history and prehistory of Arizona, and the ethnography of Arizona cultures. Experience developing and executing anthropological research designs (survey, testing, data recovery, technical reporting).
 - 2.6.1.14.1. For Federal undertakings, maintain compliance with the National Park Service Archeology Program; ability to obtain an Archaeological Resources Protection Act (ARPA) permit (<https://www.nps.gov/archeology/npsGuide/permits/managers.htm>); ability to meet the standards of 36 CFR 800 and 36 CFR 106 and 36 CFR 110 of the National Historic Preservation Act of 1966, as amended; ability to meet the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA); and, ability to implement the concepts outlined in National Park Service Bulletin 38 for

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Traditional Cultural Properties. For state undertakings, ability to obtain and satisfy all requirements of an Arizona Antiquities Act Permit from the Arizona State Museum (ASM); and, ability to meet all provisions of the State Historic Preservation Act in consultation with the Arizona State Historic Preservation Officer (SHPO) and interested parties.

- 2.6.1.15. Anthropological or archaeological research staff: Proven experience executing anthropological research designs or archaeological research designs (survey, testing, data recovery, technical reporting) under the direction of a Principal Investigator. Completion of anthropological or archaeological field school; completion of a recognized certification program; a bachelor's degree in anthropology/archaeology; or completion of a related degree which demonstrates an ability to conduct research using appropriate scientific and cultural methods. A Master's degree in anthropology/archaeology may be required for certain positions or tasks.
 - 2.6.1.16. Environmental Scientist: Have applicable degree and experience.
 - 2.6.1.17. Inspector/Project Manager - Asbestos Assessment: Have current certification (EPA) as building inspector. Meet training and medical monitoring requirements under OSHA 29 CFR 1926.1101, Asbestos.
 - 2.6.1.18. Competent Person/Project Site Manager - Asbestos Abatement: Have current certification (EPA) as a contractor supervisor. Meet training requirements under OSHA 29 CFR 1926.1101, Asbestos.
 - 2.6.1.19. Asbestos Abatement Workers: Have current certification (EPA) as an asbestos worker in asbestos assessment and abatement work. Meet training and medical monitoring requirements under OSHA 29 CFR 1926.1101, Asbestos.
 - 2.6.1.20. Industrial Hygienist: Professional qualification, by education, training, and experience, to anticipate, recognize, evaluate, and develop controls for occupational health hazards.
 - 2.6.1.21. Certified Industrial Hygienist (CIH): Have the same qualification as an Industrial Hygienist and, in addition, be certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.
 - 2.6.1.22. Chemist: Have degree and experience that can be validated.
 - 2.6.1.23. Biologist/Wildlife Biologist/Wildlife Rehabilitator: Have degree and/or experience, and appropriate Federal and state wildlife permits and licenses.
- 2.7. Data and Document Management
- 2.7.1. The contractor shall furnish the personnel, services, materials, and equipment required to provide manual and automated storage, search, retrieval, and other management of data collected in the course of any activity undertaken pursuant to the contract, and other data specified by the County department. This data may include facility descriptions, coordinates and elevations of sampling stations and features of sites, results of environmental measurements, hazard characteristics, target receptors, cleanup project schedules, costs, obligation and outlay projections, other financial information, and mailing lists.

- 2.7.2. The principal sources for the data are the following types of activities: site assessment, investigation, characterization, and/or feasibility study (FS). The data may be used in remedial planning and implementation activities, or in support of legal proceedings. Information/reports provided to the County department shall be in accordance with instructions and format specified within a PSOW or approved by the County department.
- 2.7.3. Any data which the County department has title to, or which is requested to be reported by a PSOW, will be reported to the County department according to the following standards for media, contents, and format (see sections 3.17 – Public Records, 3.18 – Rights in Data and 3.19 – Access to and Retention of Records for the Purpose of Audit and/or Other Review below for additional requirements):
- 2.7.3.1. Unless required otherwise by a PSOW, the contractor shall provide data in electronic media as specified by the County department and in a format (PDF, HTML, ASCII, CADD, etc.) specified by the County department.
- 2.7.4. If required by a PSOW, the contractor shall provide data in the form of a written report.
- 2.7.5. If required by a PSOW, the contractor shall provide raw laboratory data in electronic format as requested by the County department.
- 2.8. Community Relations Support
- 2.8.1. The contractor may be required to furnish the personnel, services, materials, and equipment required to assist the County department in conducting a community relations program. The contractor understands that the purpose of a community relations program is to encourage two-way communications between communities affected by a project and the County. Community relations must be integrated closely with all response activities. The objectives of this effort are to achieve community understanding of the actions taken by the County department, to obtain community input, and to seek the concurrence of the community for the selected activity.
- 2.8.2. Community relations support may include, but is not limited to, the following:
- preparation of a community relations plan
 - solicitation of, and, upon County department concurrence, selection of community relations subcontractors, if needed
 - analysis of community attitudes toward proposed actions
 - definition of community relations program needs for each remedial activity
 - documentation of all contacts with the public when directed by the County department project manager or coordinator, as applicable
 - development of community mailing lists
 - subject to County department approval, the preparation, duplication and distribution of news releases, fact sheets, PowerPoint presentations, exhibits, and other audiovisual materials designed to apprise the community of current and proposed actions
 - establishment of community information centers
 - arrangement of briefings, press conferences, workshops, and public hearings
 - preparation of reports and participation in project review meetings

2.9. Cultural Resource Studies

2.9.1. Cultural Resource Management consultants must obtain an Arizona Antiquity Act Permit from the Arizona State Museum (ASM) per ARS § 41-841 et seq., and the rules and regulations of the Arizona State Museum as amended. Individuals, corporations, and agencies must consult with ASM regarding discoveries of human remains or associated funerary objects, and must comply with the Discovery Clause, A.R.S. § 41-844 A.

2.9.2. Cultural Resource Management services may be provided by in-house staff personnel or a subcontractor. OSHA training may be a requirement for archaeological services, as indicated in the contractor's Health and Safety Plan or as specified in the County department's PSOW.

2.10. Technical Oversight

If required by the County department, the contractor may provide services in support of the investigation, planning, compliance, and cleanup activities of the County department sites. These services, if required, shall include field and office oversight of investigations and cleanups. These services may involve County department case file reviews. The contractor shall perform oversight investigations and suggest corrective actions with respect to environmental issues covered in a PSOW and pursuant to the existing provisions of the Arizona Revised Statutes, County department policies and guidelines, and all applicable Federal, state, and local laws, ordinances, and regulations. The contractor shall conform to OSHA regulations for the health and safety of employees, as applicable.

2.11. OSHA/EPA Safety Training

All technical staff performing field duties (including subcontractor field personnel) in areas of potential contamination must receive appropriate training as specified by the OSHA and/or EPA and shall current in their certification and be able to provide a copy of their card certifying training completion. This training addresses knowledge and skill necessary to perform hazardous waste cleanup operations with minimal risk to personnel health and safety (see <https://www.osha.gov/training>). OSHA specifications for this training are covered in 29 CFR Part 1910.

2.12. Equipment

2.12.1. Should the County and/or any County department require the contractor to procure additional specialized equipment for performance of the proposed work in a PSOW, the cost associated with procurement of the equipment and the anticipated charges to the County department shall be itemized in the PO.

2.12.1.1. All equipment with capitalized costs of \$500.00 or more purchased entirely with County funds becomes the property of the County as a fixed asset with all rights to ownership and shall be accounted for upon completion of the project work by the County department with whom the contractor was working. The County reserves the right to purchase the said equipment separately and allow the contractor use of County equipment to accomplish performance of the work.

2.12.2. Essential equipment, as identified by the contractor in their project proposal, may be added to a contractor's equipment list at any time, on a case-by-case basis. Additions shall have prior written approval by the Office of Procurement Services, with concurrence of any applicable County department.

2.13. Time and Material Subcontracts

2.13.1. To the maximum extent possible, costs for additional work for a contractor's subcontractor shall be firm-fixed price.

2.13.1.1. Time and materials sub-contracts shall only be used in those unique circumstances where the nature and extent of services required cannot be established in advance, and the use of firm-fixed price POs and contracts would clearly result in greater risks and costs and provide no contractual advantage to the County department and Maricopa County. In order to maintain control of the use of a time and materials subcontract, the following mandated guidelines shall be utilized by both contractors and County departments (see Exhibit 4 – Project Offer Requirements).

2.13.1.1.1. All time and materials subcontracts shall require the prior written approval of the County.

2.13.1.1.2. Fixed fees for subcontractor work shall be established between the County and the contractor.

2.13.1.1.3. Hourly rates for services shall be firm-fixed price.

2.13.1.1.4. All capitalized equipment shall be firm-fixed price.

2.13.1.1.5. The County must ensure that the County department is receiving the most favorable price for the unanticipated services. Therefore, contractors shall provide written evidence of most favorable price. This shall be accomplished using competitive written bids, proposals, or any other means to provide such evidence, as approved by the using County department.

2.13.1.1.6. Not-to-exceed (NTE) cost, including the subcontractor fixed fee, shall be established by the County department and the contractor. NTE cost shall not be exceeded without the prior written approval from the using County department.

2.13.1.1.7. The County department, in conjunction with the contractor, shall provide a written statement establishing justification as to why no other contract type, other than time and materials, is practicable for the PSOW.

2.13.1.1.8. A specific individual shall be identified by the contractor as a key contact with responsibility to monitor performance of the work. This individual shall be available for providing written and oral subcontract status to any inquiring County department, during the project work hours defined in the project scope, Monday through Friday.

2.13.1.1.9. Invoices from the contractor shall include copies of all subcontractor invoices and be specifically itemized for easy identification and verification.

2.14. Bond Requirement

2.14.1. Depending on the individual project, the contractor may be required to furnish the contracting County department the following bonds, which shall become binding upon the award of the project to the contractor:

- 2.14.1.1. A performance bond equal to the full project amount (or as specified) conditioned upon the faithful performance of the contract in accordance with plans, specifications, and conditions thereof. Such bond shall be solely for the protection of the contracting County department awarding the contract.
 - 2.14.1.2. A payment bond equal to the full project amount solely for the protection of claimants supplying labor and materials to the contractor or his subcontractors in the execution of the work provided for in such contract.
 - 2.14.2. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover, as a part of his judgment, such reasonable attorney's fees as may be fixed by a judge of the court.
 - 2.14.3. Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the contracting County department. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the contracting County department, as currently listed in the most recent Best Key Rating Guide, published by the AM Best Company.
- 2.15. Mandatory Contractor Requirements
 - 2.15.1. Minimum of three years in business (proof shall be submitted with proposal).
 - 2.15.2. Office within Arizona (proof shall be submitted with proposal).
 - 2.15.3. Licensing appropriate for the services being proposed (this applies to both firms and personnel. Proof shall be included with proposal by services proposed).

EXHIBIT B

Scopes of Work

GENERAL PRICING REQUIREMENTS

Staff Pricing for E3-1 through E3-6, and for E3-11 and E3-13 shall be as follows:

The contractor shall provide, in Attachment D – Pricing Sheet for these AOS, their staff-pricing categories and the technical disciplines and qualifications that fall under the descriptions of each professional level. Pricing shall incorporate emergency response and/or after hour rates. For example, provide pricing for Senior Professionals – Engineer, Geologist, 10 years of experience, and certification(s), or for Junior Professional, Field Survey Technician – education, experience, certification(s).

Equipment Pricing for E3-1 through E3-6, and for E3-11 and E3-13 shall be as follows:

Specific equipment may be required for individual projects. In Attachment D - Pricing Sheet for these AOS, provide a list of contractor-owned equipment and pricing to use the equipment for projects. Pricing shall incorporate emergency response and/or after hour rates.

E3-8. WASTE DISPOSAL - EMERGENCY/NON-EMERGENCY RESPONSE FOR HAZARDOUS, BIOLOGICAL AND/OR INFECTIOUS WASTES

E3-8.1 Services to be required

The intent of this section is to obtain hazardous, biological, and infectious waste handling and disposal services on an as-needed, if needed, basis in support of the County department's activities for emergency and/or non-emergency response for hazardous and/or infectious wastes as they occur on County sites. Disposal of ordinary solid waste, as defined in Section E3-8.2.1, due to normal County operations, e.g., facility construction, remodeling or demolition, landscaping or weed control, etc., is not considered part of this AOS. Emergency response and non-emergency response, for the purpose of Section E3-8, are defined as follows:

E3-8.1.1 Emergency response: Immediate response/action/mobilization by the contractor to a County department's request to respond to, contain/clean-up of, and dispose of a release of potential or actual hazardous, biological, and/or infectious waste found on a County owned/operated site and that may present an immediate risk to human health or the environment. Typically, the hazardous, biological, and/or infectious waste requiring an emergency response action is found on a highway right-of-way, flood control structure, park land, or vacant land, and is the result of illegal dumping by third parties.

E3-8.1.2 Non-emergency response: A response/action/mobilization by the contractor to a County department's request to pick up and dispose of potential or actual hazardous, biological, and/or infectious waste at a County owned/operated site and that does not present an immediate risk to human health or the environment.

Typically, non-emergency response hazardous, biological, and/or infectious waste is found in a storage area at a County owned/operated site such as a medical laboratory, sheriff's evidence room, highway or Flood Control Department maintenance yard, or park land, and is the result of waste accumulation from County operations that cannot be disposed as typical solid waste. Or the waste may be the result of biological activity that has affected facility materials, such as infestations of rodents, birds, insects, etc. In the case of law enforcement, a typical situation may be a vehicle, a jail cell, or other type of facility that may be contaminated with human biological material: feces, urine, vomit, blood, or

other bodily fluids or parts (tissue, bone, etc.). A response to a law enforcement request may require containment and/or cleaning of the affected area. Where applicable, the County department shall have performed proper waste segregation in approved and appropriate safety packaging (e.g., over-packing drums, "red-bagged" containers, etc.). The contractor shall take all precautions to ensure the health and safety of all personnel involved in this operation.

E3-8.2 Definitions

For purposes of clarifications, waste is defined as follows:

- E3-8.2.1 Solid waste: Defined by the EPA as any waste that does not exhibit the characteristics of a hazardous or infectious waste as listed by reference in 40 CFR. Solid waste includes agricultural, bulky, commercial, construction and demolition, food waste, residential, industrial, and mining waste.
- E3-8.2.2 Hazardous waste: Defined by the EPA as any waste or combination of wastes that exhibits the characteristics of a hazardous waste or is listed by reference in 40 CFR. Hazardous waste is any waste which poses a substantial present or potential hazard to human health or living organisms because such waste is non-degradable or persistent in nature, or because it can be biologically magnified, or because it can be lethal, or because it may otherwise cause or tend to cause detrimental cumulative effects.
- E3-8.2.3 Biological waste: A material containing mostly natural organic materials (remains of plants, animal excrement, biological sludge from waste-water treatment plants, and so forth).
- E3-8.2.4 Infectious waste: Material containing pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in infectious disease. It is further defined by EPA in 40 CFR as:
- equipment, instruments, utensils, and fomites of a disposable nature from rooms of patients with a communicable disease, that must be isolated per public health agency requirements
 - laboratory wastes, such as pathological specimens (e.g., all tissues, specimens of blood elements, excreta, and secretions obtained from patients or laboratory animals), and disposable fomites (any substance that may harbor or transmit pathogenic organisms)
 - surgical operating room pathologic specimens and disposable fomites and similar disposable materials from outpatient areas and emergency rooms.

E3-8.3 Technical Requirements

- E3-8.3.1 The contractor shall meet or exceed the regulations of OSHA, US Food and Drug Administration (FDA), US Department of Energy (DOE), US Department of Transportation (DOT), US Center for Disease Control (CDC), ADHS, ADEQ, Arizona Radiation Regulatory Agency (ARRA), and all other Federal, state, or local applicable laws for the handling, containment, removal, transportation, and disposal of hazardous, biological and/or infectious wastes.
- E3-8.3.2 The contractor shall provide appropriate equipment and skilled personnel to perform the requested response.

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- E3-8.3.3 The contractor shall provide, upon request by the County department and/or Risk Management Department, the supporting documentation demonstrating that all its personnel have been properly trained to perform their duties, as outlined by all applicable standards.
- E3-8.3.4 Waste Transportation and Disposal
- E3-8.3.4.1 The contractor shall have the capacity to efficiently, effectively, and safely identify, characterize the extent of, remove, transport and properly dispose of hazardous, biological, and/or infectious wastes in varying degrees of hazard and under varying conditions.
- E3-8.3.4.2 The contractor shall have the capability to provide environmental sampling analysis from an ADHS or AIHA licensed laboratory, as appropriate. The contractor shall document the laboratory's license status for the submitted samples.
- E3-8.3.4.3 The contractor shall provide the County department with supporting documents and manifests to verify that the waste has been properly transported by an appropriately certified
- E3-8.3.4.4 The contractor shall provide the County department with supporting documents to verify that the waste has been properly received and disposed by an appropriately certified treatment facility.
- E3-8.3.5 Waste Ownership
- E3-8.3.5.1 Hazardous waste. As required by statute, the County shall retain title to hazardous waste removed and disposed by the contractor. Ownership is terminated only when the material is destroyed, and its remaining components are considered non-hazardous.
- E3-8.3.5.2 Biological and infectious waste. The contractor shall take title to infectious waste upon possession. The contractor shall render waste harmless prior to disposal. The contractor shall perform this service at its own risk and shall hold the County department and Maricopa County harmless once title is taken. Additionally, as part of any project proposal, the contractor shall be able to:
- Submit a contingency plan for the pick-up, rendering, and disposition of said waste in the event of non-performance.
 - Submit appropriate scientific documentation in support of methodology used for sterilization or disinfection.
 - Provide information that contractor's operation is citation free and incident free, documenting capacity operation history and capability for processing and disposition.
 - Provide a tracking system for collection, rendering, and disposition by site and poundage.
 - Submit quality control and assurance results of all biological monitoring, maintenance logs, downtime

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logs, training logs, and an exposure control plan upon request.

- Provide documentation explaining the facilities capacity for pick-up, rendering, and disposition.
- Disclose the location where final rendered waste is disposed.
- Provide a site visitation upon request by the County department, Office of Procurement Services, or Risk Management Department at no cost to Maricopa County.

E3-8.4 Reporting

The contractor shall be able to document clean-up, removal, transportation, and disposal in a complete and concisely organized report within 15 calendar days after the emergency response has been completed to assure compliance with any time requirements specified by Federal, state, or local laws, rules, regulations, or ordinances. The contractor shall be able to furnish the County department the number of reports requested in the project proposal.

E3-8.5 Cost

The contractor shall provide pricing for emergency and non-emergency responses.

E3-8.5.1 Emergency Response

It is understood that specific costs cannot be quoted by the contractor prior to responding to any emergency cleanup and disposal because of the unknown nature of the release. However, once a release has been contained and is ready for disposal, the contractor shall be able to provide the County department with verbal and written cost estimates to transport and dispose of the wastes. These cost estimates shall include the incurred costs of responding to the release, the on-site classification of the waste, and containment.

E3-8.5.2 Non-Emergency Response

The County department may request quotes from contractors for transport and disposal of non-emergency response wastes for both scheduled routine disposals (e.g., red bag wastes from Medical Examiner's Office, Public Health facilities) and on an as-needed basis (e.g., spent chemicals from MCDOT's materials testing laboratory, Equipment Services, biological contamination at a County department facility). Any projects awarded under the terms of this ITN for routine disposals shall be terminated, as indicated in the PSOW or at the expiration of this ITN, unless the period of the ITN is extended, whichever is earlier.

The contractor shall provide the County department with a cost estimate to package the County department's contained wastes for transport, transportation, and disposal prior to any work. The cost estimate should contain rationale for the contractor's selected means of disposal(s).

EXHIBIT C
OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM
POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County contract administrator.
- 2.0 Lodging, per diem, and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov.
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet, and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under any circumstances) reimburse for contractor guest lodging, per diem, or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County contract administrator as a result of the business needs of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the contractor's assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under any circumstances) reimburse for contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County contract administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse a contractor if the contractor chooses to purchase this coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: Contractors shall obtain pre-approval in writing from the County contract administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH, shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term, uncovered (covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under any circumstances) reimburse the contractor for guest vehicle rental(s) or other any transportation costs.

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- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County contract administrator. These costs include, but are not limited to, the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15 percent of project price unless otherwise specified and approved by the County in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and, if applicable, with a copy of the written consent issued by the County contract administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

EXHIBIT D
PROJECT OFFER REQUIREMENTS

1. Project Offer (PO) Format

- 1.1. When responding to an AOS PSOW, listed and interested contractors shall submit a PO, which shall include:
- 1.1.1. Proposed method of approach with any suggested changes to an initial PSOW and recommendations for any approved innovative technologies, when applicable. The contractor shall not be paid for the development of a PO.
- 1.1.2. A copy of Attachment C – Maricopa County Environmental Services Contractor Qualifications Application that was submitted with the bid packet for this solicitation.
- 1.1.3. Information about key personnel not included with the initial submission should be added using the format for key personnel information in Attachment C.
- 1.1.4. When requested by the County departments, key personnel may be asked to provide a brief resume to support minimum requirements/educational background required for that specific professional position and level to supplement information presented at time of bid for this contract.
- 1.1.4.1 Once identified in the PO, key personnel shall not be removed or replaced without notification and approval of the County department's project manager or project coordinator. If the contractor replaces key personnel, it shall not affect contractor's commitment to meet all schedules and deliverables.
- 1.1.4.2 Contractor shall provide a list detailing the number of hours each key person, subcontractor(s), consultant(s), etc. will be working exclusively on a project.
- 1.1.5. A list of all approved subcontractors to be used.
- 1.1.5.1 Once identified in the PO, subcontractors shall not be removed or replaced without notification and approval of the County department's project manager or project coordinator. If the contractor replaces a subcontractor, it shall not affect the contractor's commitment to meet all schedules and deliverables.
- 1.1.5.2 Contractor shall submit adequate documentation supporting the performance ability of proposed subcontractors.
- 1.1.5.3 Contractor shall supply a detailed, itemized breakdown of all labor classifications, equipment, and supplies for ALL subcontractors which the contractor proposes to utilize, as well as the **FIRM, FIXED COSTS** for such. The contractor's markup fee will be **A MAXIMUM OF 5% AND MUST BE PRE-APPROVED BY THE COUNTY**. NO MARKUP FEE will be allowed for any classification of subcontractor work totaling \$500 or less, either on the PO or any PA. The following is an example only:

| | | |
|---|-----------------------|-------------|
| DRILLER | Total amount of work: | \$5,000.00 |
| Subcontractor mark-up per contract: | | 250.00 |
| Total firm fixed cost to bill to using agency: | | \$5,250.00 |
| TRANSPORTER | Total amount of work: | \$19,000.00 |

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| | |
|---|-------------|
| Subcontractor mark-up per contract: | 950.00 |
| Total firm fixed cost to bill to using agency: | \$19,950.00 |

- 1.1.6. A list of all approved capitalized equipment the contractor proposes to utilize for a project, including number of hours and the amount to be utilized (i.e., miles, hours, days, weeks, etc.).
- 1.1.7. A written PO may, as needed, describe the contractor's health and safety plan for a project. Such safety plan should include, at a minimum, the description of the conditions, which, if present, will cause the contractor to initiate cessation of services for safety reasons. However, the contractor and the County department shall understand and agree that, in addition to the conditions specified in a written PO, reasonable professional judgment must, at all times, be exercised as criteria for cessation of services for safety reasons.
- 1.1.8. A complete schedule of activities to meet compliance with County department's schedule for completion.
- 1.1.9. Local conditions, assumptions, and/or limitations on the part of the contractor which may affect the accuracy of a PSOW.
- 1.1.10. Anything else that applies to the specific site/project (i.e., laboratory tests, location of disposal site, etc.).
- 1.1.11. Potential conflicts of interests.
- 1.1.12. The contractor must submit a written PO to the County department no later than the date specified by the County department and in accordance with all instructions provided by the County department.
- 1.1.13. The County department project manager or project coordinator shall have the right to review a copy of proposed subcontractors' and/or consultants' work schedule to ensure compliance with all terms and conditions of the original contract.
- 1.1.14. Upon acceptance by the County department, a PO becomes a firm, fixed offer and the bottom-line dollar amount for all labor, equipment, supplies, subcontractor work, mark-up, etc., shall become a not-to-exceed (NTE) ceiling amount. No component of a PO (labor classification, number of hours, equipment, etc.) or the NTE ceiling can be increased except through the PA process, as described in section 1.5 – Project Amendment.
- 1.2. Conflict of Interest for Projects
- 1.2.1. Upon submission of a PO, the contractor shall submit a written disclosure regarding the existence of any real or potential conflict of interest, as defined in A.R.S. § 38-501, et seq., that the contractor, individual employee, or known subcontractor(s) may have. A conflicting party is defined as any person who may be responsible under any state or federal law for pollutants which are present in, or threaten, a project area defined within a PSOW. In addition, the following shall be considered a conflict of interest:
- 1.2.1.1 The existence of a current financial relationship with a conflicting party within the past five years. A current financial relationship includes:
- 1.2.1.1.1 Owing money to or being owed money by a conflicting party.
- 1.2.1.1.2 Having performed work for a conflicting party and having issued a warranty or guarantee for the work that is still in progress.

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- 1.2.1.1.3 Allowing a contractor employee to work on the project area if that contractor employee was an employee of a conflicting party or was an employee of a contractor to a conflicting party within the previous two years.
- 1.2.1.1.4 Acceptance by the contractor of any gifts or gratuities from a conflicting party.
- 1.2.1.2 The existence of a past financial relationship in which the contractor provided opinions or conclusions to a conflicting party.
- 1.2.1.3 The existence of a potential conflict of interest between a contractor and a conflicting party that is not defined above, but which creates an appearance of impropriety. An appearance of impropriety shall be defined as a situation where the activity of a contractor may create the impression that a conflict of interest and/or a similar improper relationship exists between a particular conflicting party and the contractor. An appearance of impropriety may exist even if a real conflict of interest (as defined above) does not exist. The County department will make a determination in the best interests of the County on a case-by-case basis.
- 1.2.2. It shall be the duty of the contractor to report, in writing, to the County department any of the real or potential conflict of interest situations, as noted above, within five business days of when the contractor knew or should have known of their existence.
- 1.2.3. The contractor must provide and maintain adequate procedures and controls to ensure that if a real or potential conflict of interest arises or is discovered between the contractor and a conflicting party, that the County department is notified within five business days of when the contractor knew or should have known of their existence.
- 1.2.4. County departments reserve the right to waive conflicts of interest as they deem in the County's best interest, with prior notification to and advice from County departments' legal counsel.
 - 1.2.4.1 Proposed subcontractors may be subject to the same conflict of interest provisions as stated above. Contractors shall notify the County department of all potential conflicts in a PO and the County department reserves the right to exercise best judgment in waiving the conflicts of interest applicability to subcontractors, as it deems in the County's best interest. Conflict of interest provisions must be included in all applicable contracts with subcontractors and consultants.
- 1.2.5. The contractor shall submit with a PO a disclosure statement concerning potential conflicts of interest for all employees of the contractor potentially assigned as key personnel on a PSOW.
 - 1.2.5.1 The disclosure statement shall address all conflicting-party relationships. The contractor is to provide, along with its disclosure statement, information on its financial and business relationship with all conflicting parties and with the contractor's parent companies, subsidiaries, affiliates, subcontractors, consultants, or current clients. (This disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties).
- 1.2.6. The contractor shall not provide data generated or otherwise obtained in the performance of contractor responsibilities under a contract to any party other than the County, or its authorized agents, for the life of the contract, and for a period of five years after completion of the contract, except as directed by the County department.

- 1.2.7. The contractor shall not accept employment from any party other than state or Federal agencies for work directly related to the project area(s) under the contract for five years after the contract has terminated. The County department may exempt contractor from this requirement through a written release.
- 1.3. Innovative Technical Approaches
- 1.3.1. Included in a PO submitted in response to a County department's PSOW, the contractor is encouraged to offer any innovative technical approaches and/or cost-efficient alternatives that could achieve the objectives of the PSOW. The PO shall describe the relative merits of the innovative approach and provide clear and convincing evidence that the alternative meets or exceeds all relevant specifications required by the original PSOW.
- 1.4. Differing Site Conditions
- 1.4.1. The contractor shall notify a County department's project manager or project coordinator, in writing (email or facsimile notification is an acceptable written format), of differing site conditions from a PSOW or any other changes not anticipated in the project which may cause a change in cost or completion time, or which may result in significant changes in contractor's methodology. If changes result in an increase or decrease in the established firm, fixed prices, such increase or decrease shall be detailed to such an extent as to allow the County department sufficient information to evaluate the costs involved. Such written notification, to include revised prices, shall be made as soon as possible but no later than five business days from discovery. County reserves the right to deny changes to the firm fixed price for increases in costs that are not reported within five business days from discovery.
- 1.4.2. The County department's project manager or project coordinator, as applicable, may authorize field changes in project(s), as long as such changes do not exceed 10 percent of the original project award amount. Once the field change has been authorized, the contractor shall forward all applicable documentation within five business days of the change to the County department's project manager or project coordinator. Such field modification shall be followed by a written PA before the next invoice period begins.
- 1.5. Project Amendment (PA)
- 1.5.1. The County department retains the right to make changes to a project contract, in writing, at any time. If such changes result in a change in cost (change in cost will occur if the changes exceed 10 percent of the original project award amount) or completion time, or makes significant changes in methodology, a PA shall be issued by the County department.
- 1.5.1.1 If changes result in an increase or decrease in the established firm, fixed prices, the contractor shall submit to the County department's project manager or project coordinator, costs associated with the change, detailed to such an extent as to allow the County department sufficient information to evaluate the costs involved.
- 1.5.1.2 Upon receipt of requested change(s), the County department will make a determination of acceptance or rejection of the requested change(s) to the project contract. The County department shall notify the contractor, in writing, of rejection; or if accepted, a formal PA will be issued.
- 1.5.1.3 Contractors shall not be authorized to proceed with any change(s) under consideration until written approval from the project manager or coordinator, as applicable, is received from the County department.

1.6. Out-of-State Personnel

- 1.6.1. Written approval from the County department shall be obtained by the contractor prior to importing the services of out-of-state personnel in conjunction with a PSOW for any billable expense other than the hourly rate.



Requesting Department

Public Works

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: TROY WHITE, PUBLIC WORKS DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A GRANT RELATED INTERGOVERNMENTAL AGREEMENT (IGA) WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR PROJECT #I0081 TO UPGRADE THE TOWN'S OLDER TRAFFIC SIGNAL DETECTION SYSTEMS AND INCORPORATE AUTOMATED TRAFFIC SIGNAL PERFORMANCE MEASURE SYSTEMS IN AN AMOUNT NOT TO EXCEED \$1,804,000. (FY 20/21 BUDGETED ITEM)

DATE: February 17, 2021

Staff Recommendation:

Staff recommends approval of a grant related Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for Project #I0081 to upgrade the Town's older traffic signal detection systems and incorporate automated traffic signal performance measure systems in an amount not to exceed \$1,804,000 (FY 2020/21 Budgeted Item).

Relevant Council Goal(s):



Superior Infrastructure

Proposed Motion:

Motion to approve a grant related Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT) for Project #I0081 to upgrade the Town's older traffic signal detection systems and incorporate automated traffic signal performance measure systems in an amount not to exceed \$1,804,000 (FY 2020/21 Budgeted Item).

Discussion:

Town staff was successful in obtaining a \$1.8 million dollar grant from Maricopa County Association of Governments (MAG) to upgrade the Town's older traffic signal detection systems and incorporate automated traffic signal performance measures systems. This will upgrade older intersections to match the new equipment that has been deployed throughout the Town. The project will incorporate many signal system technologies, known collectively as an Intelligent Transportation Systems (ITS). The ITS enables Town Traffic Engineering staff to employ continuous monitoring of the roadway network and to efficiently modify intersection performance to meet changing demands. These systems, nor any system owned and operated

by the Town, are part of a traffic enforcement system.

The State of Arizona receives federal funds for transportation improvement projects and shall be the designated agent for the Town providing the project is approved by the Federal Highway Administration (FHWA) and the associated funds remain available.

The state will administer the bidding process including the initial bid and bid award and will also administer the construction phase of this project.

The Town is responsible for the shared cost of the design and construction. In addition, the Town is responsible for, and agrees to pay, any and all costs exceeding the initial estimate of the project.

Fiscal Impact:

Sufficient funding for this MAG ITS project (10081) has been set aside within Traffic's FY 2020/21 operating budget. The project's total procurement and installation cost is estimated to be \$1,644,000, with the Town's share (\$93,708) comprising 5.7% of that total. In addition to these procurement and installation costs, the Town will also be responsible for funding ADOT's project management costs, totaling \$30K, as well as project design costs estimated to be \$165K. This brings the Town's total to approximately \$318K, including a 10% contingency.

Per this IGA with ADOT (Section II. Number 3. Subsections b, e) the Town will be responsible for any differences between estimates and actual costs as it relates to design and construction. The Town will also be responsible for any costs incurred that are not covered by federal funding and any necessary acquisitions of right-of-way.

Further, there may be additional costs incurred, while not expected, that require payment by the Town. For all such costs, contingency funding will be utilized.

Alternatives:

Town Council could choose not to move forward with this IGA with ADOT. This would mean that the Town's older equipment would remain in place unless other funds could be identified for these upgrades.

Attachment(s):

1. a. DRAFT ADOT IGA

ADOT CAR No.: IGA 20-0008042-I
AG Contract No.: P001 2021 000060
Project Location/Name: Queen Creek
Performance Measures Phase I
Type of Work: Upgrade Video Detection
Equipment
Federal-aid No.: CMAQ-QCR-0(218)T
ADOT Project No.: T0294 01D/01C
TIP/STIP No.: QNC21-06D, QNC21-060C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF QUEEN CREEK

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the TOWN OF QUEEN CREEK, acting by and through its MANAGER and TOWN COUNCIL (the “Town”). The State and the Town are collectively referred to as “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by A.R.S. § 09-240 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. The work proposed under this Agreement consists of upgrading existing video detection equipment with new video detection equipment, “the Project” or “Equipment”. The Project includes procurement and installation of Traffic Signal Performance Measure software. The State will acquire federal funds for the procurement and installation of the Project. The Project cost is estimated at \$1,674,000.00, as shown in Exhibit A, attached and made a part of this Agreement, which includes federal aid and the Town’s contribution of \$123,708.00. The Town will administer and provide the design of the Project. The State, through the State’s Procurement Process and ADOT Procurement contract(s), will utilize an authorized supplier to provide and install the Equipment as outlined in the contract and approved plans to complete this Project with the aid and consent of the State and Federal Highway Administration (FHWA).

Attachment: a. DRAFT ADOT IGA (ADOT IGA)

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Town and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Town for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Town is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Town acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - c. The Town and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Town's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Town for the initial Project Development Administration (PDA) costs, estimated at \$30,000.00 and the Town's share of Project costs, estimated at \$93,708.00. If PDA costs exceed the estimate, notify the Town, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Town for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Town for the difference between actual costs and the amount the Town has already paid for PDA.
 - d. After receipt of the PDA costs review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the development of the Project.

- e. Review and submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for procurement and installation of this Project be approved.
 - f. After receipt of the Town's PDA costs and the Town's match with FHWA authorization, proceed to coordinate with the Town regarding Equipment specifications to best ensure the requirements of the Project are met. Solicit and enter into a contract(s) with the authorized supplier(s) for the purchase and installation of the Equipment. Instruct the vendor to deliver and install Equipment for final acceptance. Should costs exceed the maximum federal funds available it is understood and agreed that the Town will be responsible for any overage.
 - g. After notification of Project completion from the Town, perform final inspection, verify installation of all Equipment was performed and completed in compliance with State and FHWA requirements.
 - h. Not be obligated to maintain the Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Town will:
- a. Designate the State as the Town's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State and prior to procurement of the Equipment, pay the initial PDA costs, estimated at \$30,000.00 and the Town's share of Project costs, estimated at \$93,708.00. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for and pay the difference between the estimated and actual, PDA and Equipment, costs of the Project, within 30 days of receipt of an invoice.
 - c. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.
 - d. After Equipment is received and installed, notify the State, so the State can inspect the installation of Equipment.
 - e. Be responsible for any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Town is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - f. Maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.
 - g. Notify the State when all Equipment has been installed and is ready for inspection; coordinate final inspection of the Project with the State.

- h. Certify that the Town has adequate resources to discharge the Town's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201).
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter Town rights of way, as required, to conduct any and all Equipment inspection related activities for the Project, on, to and over said Town rights of way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
4. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Town terminates this Agreement, the Town shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Town terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. The Town shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Town, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Town's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Town which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Town's obligations under this paragraph shall survive the termination of this Agreement.

6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Town shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Town.
7. The cost of scoping, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Town acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Town agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. The Town acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. The Town acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.
 ADOT – FMS
 Attn: Cost Accounting Administrator
 206 S 17th Ave. Mail Drop 204B
 Phoenix, AZ 85007
SingleAudit@azdot.gov
13. This Agreement shall be governed by and construed in accordance with Arizona laws.
14. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
15. The Town shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the Town at the request of ADOT.

- 16. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
- 17. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- 18. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
- 19. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
- 20. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
- 21. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
- 22. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Section
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Queen Creek
 Attn:
 Address
 City, AZ Zip Code
 Phone #
 Fax #

For Project Administration:

Arizona Department of Transportation
 Project Management Group
 205 S. 17th Avenue, Mail Drop 614E
 Phoenix, AZ 85007
PMG@azdot.gov

Town of Queen Creek
 Attn:
 Address
 City, AZ Zip Code
 Phone #
 Fax #

For Financial Administration:

Arizona Department of Transportation
 Project Management
 205 S. 17th Avenue, Mail Drop 614E
 Phoenix, AZ 85007
PMG@azdot.gov

Town of Queen Creek
 Attn:
 Address

Attachment: a. DRAFT ADOT IGA (ADOT IGA)

City, AZ Zip Code
Phone #
Fax #

- 23. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
- 24. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party’s legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF QUEEN CREEK

STATE OF ARIZONA
Department of Transportation

By _____
GAIL BARNEY
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

Transportation Systems Management and
Operations Division By

By _____
MARIA GONZALEZ
Town Clerk

BRENT A. CAIN, PE
Division Director

Attachment: a. DRAFT ADOT IGA (ADOT IGA)

IGA 20-0008042-I

ATTORNEY APPROVAL FORM FOR THE TOWN OF QUEEN CREEK

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF QUEEN CREEK, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

Town Attorney

Date

DRAFT

Attachment: a. DRAFT ADOT IGA (ADOT IGA)

EXHIBIT A

IGA 20-0008042-I Cost Estimate

T0294 01D/01X

The federal funds will be used for the procurement and installation of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

| | |
|-----------------------|---------------------|
| PDA costs* | \$ 30,000.00 |
| Subtotal –PDA* | \$ 30,000.00 |

Procurement/Installation:

| | |
|---------------------------|-----------------|
| Federal-aid funds @ 94.3% | \$ 1,550,292.00 |
| Town’s match @ 5.7% | \$ 93,708.00 |

| | |
|---|------------------------|
| Subtotal – Procurement/Installation ** | \$ 1,644,000.00 |
|---|------------------------|

| | |
|-------------------------------------|------------------------|
| Estimated TOTAL Project Cost | \$ 1,674,000.00 |
|-------------------------------------|------------------------|

| | |
|-----------------------------------|------------------------|
| Total Estimated Town Funds | \$ 123,708.00 |
| Total Federal Funds | \$ 1,550,292.00 |

* (Included in the Town’s Estimated Funds)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the Town) and 5% Project contingencies)

Attachment: a. DRAFT ADOT IGA (ADOT IGA)



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 APPROVE OF DELEGATION RESOLUTION 1387-21 AUTHORIZING AND DIRECTING THE TOWN MANAGER AND/OR DEPARTMENT DIRECTOR TO TAKE ANY AND ALL ACTION NECESSARY; AND TO SIGN ANY AND ALL DOCUMENTS, CONTRACTS, AND/OR AGREEMENTS RELATED TO CONSTRUCTION AND COMPLETION OF QUEEN CREEK ROAD- ELLSWORTH TO CRISMON ROAD (PROJECT #A1001) IN AN AMOUNT NOT TO EXCEED \$6,105,060. (FY 20/21 BUDGETED ITEM)

DATE: February 17, 2021

Staff Recommendation:

Staff recommends approval of Delegation Resolution 1387-21 authorizing and directing the Town Manager and/or Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of Queen Creek Road-Ellsworth to Crismon Road (Project #A1001) in an amount not to exceed \$6,105,060 (FY 21 budgeted item).

Relevant Council Goal(s):



Superior Infrastructure - Capital Improvement Program

Proposed Motion:

Move to approve Delegation Resolution 1387-21 authorizing and directing the Town Manager and/or Department Director to take any and all action necessary; and to sign any and all documents, contracts, and/or agreements related to construction and completion of Queen Creek Road-Ellsworth to Crismon Road (Project #A1001) in an amount not to exceed \$6,105,060 (FY 21 budgeted item).

Discussion:

The total not to exceed is \$6,105,060, which includes a 10% contingency for any unanticipated additional services.

The 10-year Capital Improvement Program includes Queen Creek Road from Ellsworth Road to Signal Butte Road. This delegation resolution pertains to the section of Queen Creek Road from

Ellsworth Road to Crismon Road.

The improvement of Queen Creek Road will enhance regional and local transport links and contribute to the initiative to improve interconnectivity between Ironwood Drive and Ellsworth Road.

This improvement project will focus on the south half-street from about 600 feet east of Ellsworth Road to about 4200 feet east of Ellsworth Road (fronting portions of the Queen Creek School District property and the Queenland Manor Subdivision), a 500 feet long section of north half street fronting the recently constructed church west of the Crismon Road intersection with Queen Creek Road, the reconstruction of the Queen Creek Road and Crismon Road intersection to resolve drainage and pavement cross-slope issues and extension of the drainage culverts beyond Crismon Road.

Significant improvement features to be undertaken are drainage improvements including catch basins, storm drains and a box culvert crossing, paving, curb and gutter, sidewalks and bike lanes, street lighting and ITS improvements, pavement markings and signs and associated utility relocations to accommodate the roadway and drainage improvements. The ultimate roadway configuration will be 5-lanes with 2 running lanes in each direction and a center turn lane. The remaining north half street in this mile of roadway will be improved with development of the adjacent land.

The proposed Delegation Resolution is to approve and authorize the Town Manager and/or Department Director to sign certain contracts and agreements for the complete delivery of the project described herein.

Fiscal Impact:

Queen Creek Road: Ellsworth to Crismon (Project #A1001), is included in the Town’s FY21 Adopted Budget Capital Improvement Plan and the most recently Adopted Infrastructure Improvement Plan (IIP). Originally this segment was included in Project #A1002 but has been separated for tracking purposes with the funding contribution transferring from the original project. The total not to exceed is \$6,105,060, which includes a 10% contingency for any unanticipated additional services. The project budget is as follows:

| Queen Creek Road: Ellsworth to Signal Butte (Project A1001 / Delegation Resolution 1387-21) | | | | |
|--|---------------------------------------|------------------------|-----------------------------|--------------------------------------|
| <u>Project</u> | <u>Estimated Project Costs</u> | <u>10% Contingency</u> | <u>Total Project Budget</u> | <u>FY21 Remaining Revised Budget</u> |
| Project #A1001 | 5,550,054 | 555,005 | 6,105,060 | 17,513,808 |
| | 5,550,054 | 555,005 | 6,105,060 | 17,513,808 |
| | 3rd Party Contribution (Cash-in-Lieu) | | 405,358 | |
| | Town Cash Cost | | 5,699,702 | |

Additionally, the Town received 3rd party cash-in-lieu funding for a portion of this project

totaling \$405,358 reducing the overall cash outlay the Town is responsible for. The growth share for the project totals 48% and is being funded through the Transportation Impact Fee with the remaining non-growth share being funded by the Operating Budget through the most recent Excise Tax Bond issuance.

There is sufficient funding within the FY21 Revised Budget including any and all necessary budget transfers.

Alternatives:

The Town Council may decide not to approve Resolution 1387-21 in order to re-prioritize capital projects. If the resolution is not approved, the project construction schedules will be delayed.

Attachment(s):

1. a. Delegation Resolution 1387-21 Queen Creek Rd A1001
2. b. Site Map

RESOLUTION 1387-21

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN COUNCIL OF QUEEN CREEK, ARIZONA, APPROVING AND AUTHORIZING THE TOWN MANAGER AND/OR DEPARTMENT DIRECTOR(S) TO SIGN CERTAIN CONTRACTS AND/OR AGREEMENTS FOR THE COMPLETE DELIVERY OF QUEEN CREEK ROAD - ELLSWORTH TO CRISMON ROAD (CIP A1001).

WHEREAS, the Town Council finds that it is in the interest of the Town to enter into Contracts and/or Agreements for the complete delivery of the Project set forth above; and

WHEREAS, Article 5 of the Town's Procurement Policy authorizes the Town Council to delegate signature authority to the Town Manager and/or Department Director(s) for certain contracts related to a capital improvement project; and

WHEREAS, funding for the Project is included in the Town's Capital Improvement Plan (CIP) Budget; and

WHEREAS, spending authority for the Projects were approved by the Town Council in Resolution #1358-20 adopting the FY2021 budget;

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

Section 1. That the total authorized budget amount for the Project is hereby affirmed to be \$6,105,060.

Section 2. That the Town Manager has the authority to sign and enter into on the Town's behalf, individual contracts and/or agreements up to an aggregate limit of the total authorized budget amount, for the delivery and completion of the Project.

Section 3. That the Director of the Public Works Department ("Department Director") has the authority to sign and enter into on the Town's behalf, individual contracts and/or agreements valued at less than \$100,000, up to an aggregate limit of the total authorized budgeted amount, for the delivery and completion of the Project.

Section 4. That the Town Manager, Department Director and Town Attorney are authorized to sign such documents in such form as is finally approved and take such actions as are reasonably necessary to effectuate the terms of the contracts, services and/or agreements.

Section 5. This delegation of signature authority shall remain in force until the Projects are delivered, completed, and placed into service or until revoked by a subsequent, validly passed resolution of the Town Council.

PASSED AND ADOPTED by the Mayor and Common Council of Queen Creek, Arizona this ____ day of _____, 20__.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

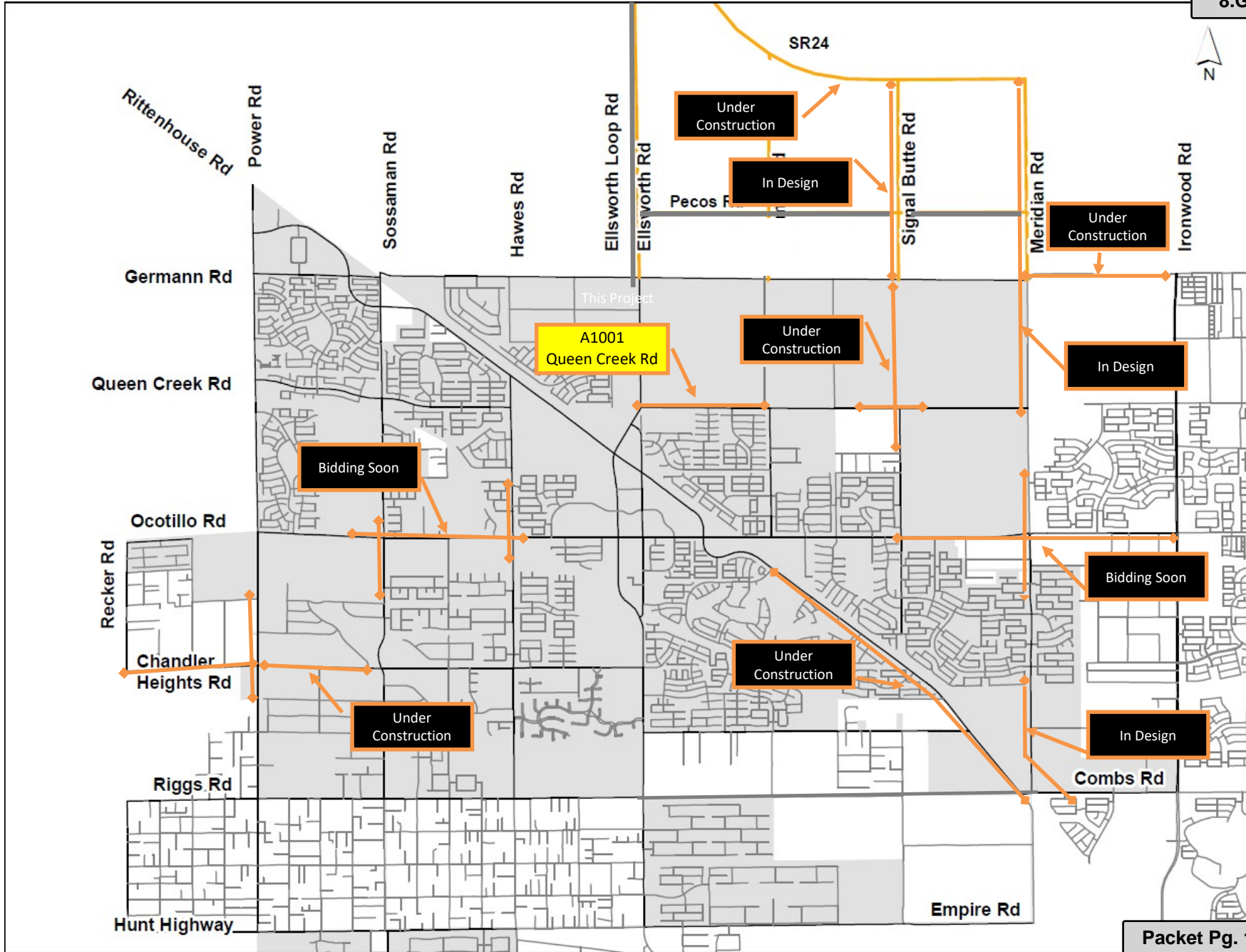
APPROVED AS TO FORM:

John Kross, Town Manager

Scott Holcomb
Dickinson Wright PLLC
Town Attorneys

Attachment: a. Delegation Resolution 1387-21 Queen Creek Rd A1001 (DR 1387-21 Ellsworth to Crismon A1001)

ACTIVE ROADWAY PROJECTS



Attachment: b. Site Map (DR 1387-21 Ellsworth to Crismon A1001)

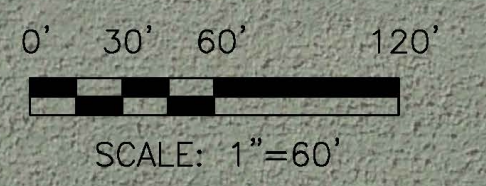
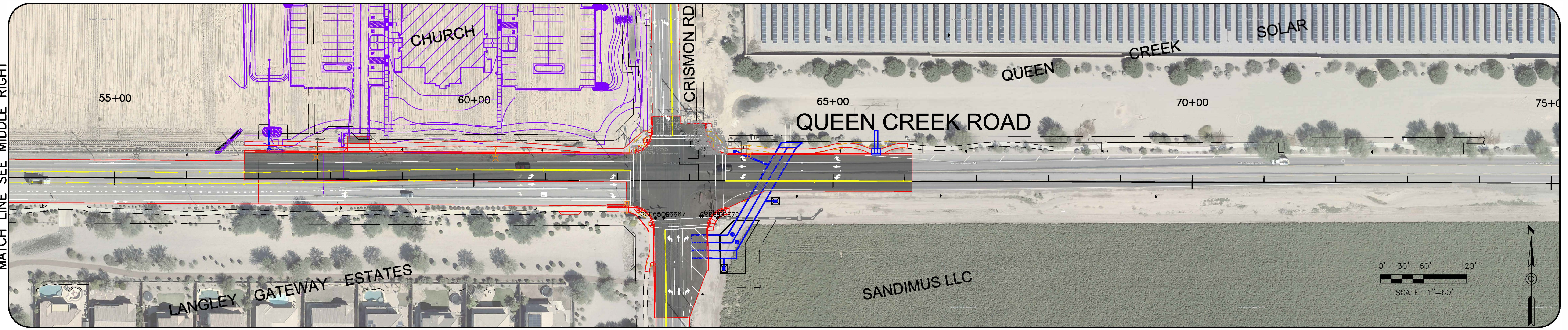
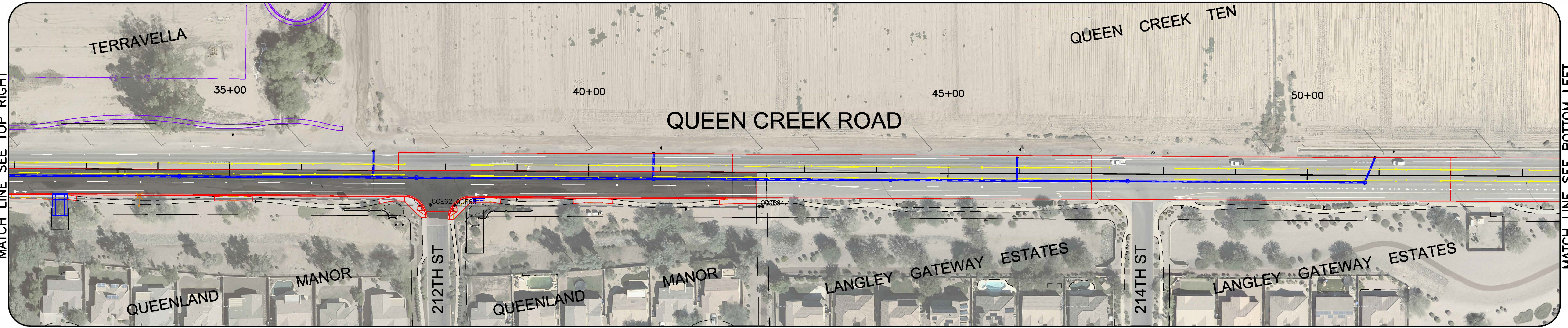
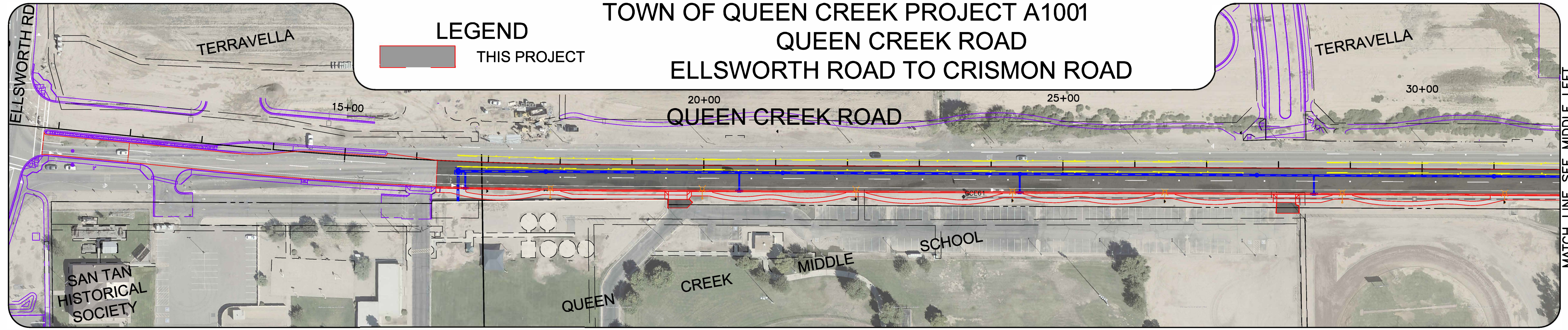
Delegation Resolution 1387-21: Queen Creek Road: Ellsworth Rd to Crismon Rd



Attachment: b. Site Map (DR 1387-21 Ellsworth to Crismon A1001)

TOWN OF QUEEN CREEK PROJECT A1001 QUEEN CREEK ROAD ELLSWORTH ROAD TO CRISMON ROAD

LEGEND
THIS PROJECT





Requesting Department

Town Manager

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: HEATHER WILKEY, INTERGOVERNMENTAL RELATIONS MANAGER

RE: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION 1400-21 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK ARIZONA, RE-AFFIRMING THE TOWN'S SUPPORT FOR THE PINAL COUNTY PREFERRED ALIGNMENT OF THE NORTH-SOUTH FREEWAY CORRIDOR AS DETAILED IN THE PINAL REGIONAL TRANSPORTATION PLAN APPROVED BY THE VOTERS OF PINAL COUNTY, ARIZONA.

DATE: February 17, 2021

Staff Recommendation:

Staff recommends approval of Resolution 1400-21 of the Mayor and Common Council of the Town of Queen Creek Arizona, re-affirming the Town's support for the Pinal County preferred alignment of the North-South Freeway Corridor as detailed in the Pinal Regional Transportation Plan approved by the voters of Pinal County, Arizona.

Relevant Council Goal(s):



Superior Infrastructure



Effective Government

Proposed Motion:

Move to approve Resolution 1400-21 of the Mayor and Common Council of the Town of Queen Creek Arizona, re-affirming the Town's support for the Pinal County preferred alignment of the North-South Freeway Corridor as detailed in the Pinal Regional Transportation Plan approved by the voters of Pinal County, Arizona.

Discussion:

On November 7, 2017, the voters of Pinal County, including residents of the Town of Queen Creek, approved Proposition 416 that established the Pinal Regional Transportation Plan. The plan includes various projects of key importance to the future growth and economic development of Pinal County and municipalities. One of the key projects within the plan, is the North-South Freeway Corridor, a major commercial highway, relieving commercial traffic from frequent delays on Interstate 10, providing a more direct route from U.S. 60 to the East Valley and Phoenix-Mesa Gateway Airport.

In 2019, the Arizona Department of Transportation (ADOT) released their Draft Tier I Environmental Impact Statement (EIS) identifying the proposed Eastern alternative, known as E1B in Segment 1, the most Northern Portion. During the public comment period, the Town of Queen Creek worked with numerous Arizona State Legislators, the Pinal County Board of Supervisors, surrounding communities and citizens to request the alignment be shifted back to the W1a/b alignment, known as the Western alternative at the SR-24 terminus headed South. This request is also consistent with the Council adopted resolution in June 2019, highlighting the Town's preference for the Pinal County Preferred Corridor, also approved by many other cities and towns within the County.

With the anticipated release of the final draft of the EIS by ADOT in the Spring, staff is recommending a reaffirmation of the Pinal County Preferred Alignment, consistent with action recently taken by the Pinal County Board of Supervisors.

Fiscal Impact:

There is no fiscal impact associated with the Council's approval of this resolution.

Alternatives:

The Council could decide not to approve the resolution; however, staff believes showing support in conjunction with our regional partners will reconfirm our solidarity regarding the need for the preferred alignment of the North-South Freeway Corridor.

Attachment(s):

1. Pinal County Preferred Corridor Map
2. Resolution of Support North-South Corridor Updated 2021



Attachment: Pinal County Preferred Corridor Map (North-South Freeway Corridor Resolution)

RESOLUTION 1400-21

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA RE-AFFIRMING THE TOWN'S SUPPORT FOR THE PREFERRED ALIGNMENT OF THE NORTH-SOUTH FREEWAY CORRIDOR AS DETAILED IN THE PINAL REGIONAL TRANSPORTATION PLAN APPROVED BY THE VOTERS OF PINAL COUNTY, ARIZONA.

WHEREAS, on November 7, 2017, the voters of Pinal County, Arizona, including residents of the Town of Queen Creek, approved Proposition 416; and,

WHEREAS, Proposition 416 established the Pinal Regional Transportation Plan, laying out various projects of key importance to the future growth and economic development of Pinal County and municipalities; and,

WHEREAS, one of the key projects within the plan is the North-South Freeway Corridor; and,

WHEREAS, on November 7, 2017, Pinal County voters, including residents of the Town of Queen Creek, approved Proposition 417, agreeing to a funding mechanism for the North-South Freeway Corridor and other projects within the plan; and

WHEREAS, the North-South Freeway Corridor is planned to serve as a major commercial highway, relieving commercial traffic from frequent delays on Interstate 10, providing a more direct route from U.S. 60 to the East Valley and Phoenix-Mesa Gateway Airport; and,

WHEREAS, the North-South Freeway Corridor will serve as a major route for the future economic development of Pinal County and Queen Creek; and,

WHEREAS, ensuring the alignment is determined in a way that considers the extensive work the Town has already undertaken with land developers and future land use patterns, and transportation infrastructure within the Town; and,

WHEREAS, the Mayor and the Common Council of the Town of Queen Creek, Arizona previously affirmed its preferred alignment in June of 2019; and,

WHEREAS, the Arizona Department of Transportation is expected to select the North-South Freeway Corridor alignment as a result of the finalization of the Tier I Environmental Impact Study in the Spring of 2021; and

WHEREAS, the final selected alignment should service the greatest population with the potential for economic development and account for the majority feedback received from impacted citizens, local jurisdictions and stakeholders during public comment;

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

Section 1: Reaffirms its support for the North-South Freeway Corridor;

Section 2: Reaffirms its support for the routing of the North-South Freeway Corridor detailed in the plan approved by the voters of Pinal County attached in Exhibit A identified as the "Pinal County Preferred Corridor".

FURTHER, BE IT RESOLVED that a copy of this resolution be filed with each member of the State Transportation Board, the Director of the Arizona Department of Transportation, the Governor's Office, the Commissioner of the State Land Department, members of the State Legislature and any other bodies that may impact the alignment of the North-South Freeway Corridor.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 17th day of February 2021.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

Gail Barney, Mayor

Maria Gonzalez, Town

REVIEWED BY:

Clerk APPROVED AS TO

John Kross, Town Manager

FORM: _____
Dickinson Wright, PLLC
Attorneys for the Town

Attachment: Resolution of Support North-South Corridor Updated 2021 (North-South Freeway Corridor Resolution)



Requesting Department

Finance

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: SCOTT MCCARTY, FINANCE DIRECTOR
RE: PRESENTATION AND DISCUSSION PROVIDING AN UPDATE ON THE UTILITY RATE STUDY
DATE: February 17, 2021

Discussion:

At this Council meeting, under "Items for Discussion", I will be providing a status update on the Utility Rate Study. The work involves setting the rates for water, wastewater, and refuse/recycling for the next five years.

Unfortunately, the presentation is not complete at this time. However, because this is only an update, the Town Council will not be asked to make any policy decisions at this meeting.

Town staff has been working on this issue for over a year and we last discussed it with the Town Council at the February 2020 Strategic Planning Session. We are making good process but it involves pulling many elements together and much work remains and we do not know what the rates would be or the amount of the increase.

The presentation will identify the work completed to date, the work remaining, and the expected policy decisions required of the Town Council. We only have a rough timeline for the new rates at this time. We would expect to be at a place to discuss rate recommendations with the Town Council in the late summer or early fall. As a part of that discussion, we will also discuss the effective date of the new rates, which would most likely be January 2022.



Requesting Department

Economic Development

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM
FROM: DOREEN COTT, ECONOMIC DEVELOPMENT DIRECTOR
RE: DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 1398-21
ADOPTING THE UPDATED PROGRAM OF WORK FOR THE ECONOMIC
DEVELOPMENT STRATEGIC PLAN.
DATE: February 17, 2021

Staff Recommendation:

Staff recommends approval of Resolution 1398-21 adopting the updated Program of Work for the Economic Development Strategic Plan.

Economic Development Commission Recommendation:

The Economic Development Commission recommends approval of the updated Program of Work for the Economic Development Strategic Plan.

Relevant Council Goal(s):



Secure Future: KRA Environment; Land Use & Economic Development



Quality Lifestyle: KRA Image and Identity. Queen Creek will leverage its strong image as a tight-knit, family friendly community to encourage more residents to participate in public events, attract new businesses and further establish our reputation as one of the best destinations in Arizona. We will seek to enhance this unique lifestyle through public art, cultural events and new recreation opportunities.

Proposed Motion:

Move to approve Resolution 1398-21 adopting the updated Program of Work for the Economic Development Strategic Plan.

Discussion:

In December 2015 the current Economic Development Strategic Plan (EDSP) was adopted by Resolution 1088-15. This plan, developed by ESI Corporation, was intended to serve as a five year plan. As staff was evaluating options for updating the plan, staff reached out to SRP about resources available as part of their community development program. SRP agreed to assist in the strategic planning effort by offering the services of Boyette Strategic Advisors to work with

the Town on an update to the Program of Work. SRP used Boyette for their own economic development strategic plan, and their continued partnership presented this opportunity to the Town.

Staff met with representatives from SRP and Boyette in person right before the pandemic and they were able to tour the community. Since that initial meeting the strategic planning process has been undertaken virtually. The process included several group “Zoom” workshops to gather stakeholder input from the core economic development team, the Economic Development Commission and the Town Council, as well as one-on-one interviews with Town staff, representatives of SRP and the Greater Phoenix Economic Council (GPEC). The process also included in-depth review and consideration of the current Economic Development Strategic Plan and its accomplishments, the Town Center Plan Update, the North and South Specific Area Plans, the State Land Use Plan and other relevant studies. To further examine Queen Creek, aspirational or competitive cities were selected as benchmark locations based on their overall economic development success in areas such as downtown development, entrepreneurship/innovation, tourism, and property development, including development of state-owned land. This and other research is found in the Supporting Documentation to this plan.

Five refined target sector focuses were identified through extensive research and data analytics, while leveraging the competitive advantages of the Town. In addition, five strategic focuses with recommendations and action items were also developed that are specifically designed for Queen Creek’s future economic development diversification and success.

At the January 27, 2021 Economic Development Commission meeting, the Commission voted to recommend approval of the updated Program or Work.

The final report includes:

- The targeted sectors of Advanced Manufacturing, Agritainment/Destination Tourism; Healthcare; Business Services and Information Technology/ Software.
- Strategic Focus Areas that include, Product Development, Town Center Development, Business Attraction/Retention, Entrepreneurship/Innovation and Marketing/Communications.

The Strategic Program of Work for Queen Creek will serve as a guide for the economic development efforts of the town over the next three to five years.

Fiscal Impact:

Funding for certain initiatives, including infrastructure policy, will be addressed throughout the budget year and future budget cycles.

Alternatives:

The Council could delay this action and direct staff to bring this item back at a future date.

The Council may consider amendments to certain sections of the plan.

The Council may decide not to approve the plan as presented and direct staff to continue using the 2015 Strategic Plan.

Attachment(s):

1. Resolution 1398-21
2. Presentation - Program of Work for the Economic Development Strategic Plan

RESOLUTION 1398-21

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA ADOPTING THE TOWN OF QUEEN CREEK UPDATED PROGRAM OF WORK FOR THE ECONOMIC DEVELOPMENT STRATEGIC PLAN AND RELATED ELEMENTS.

WHEREAS, the Queen Creek Town Council Corporate Strategic Plan has identified the implementation of the Economic Development Strategic Plan, ensuring that adequate policies exist to support the long-term financial sustainability of the community and also support an increase to the number of employment opportunities available to residents to create a balanced economy; and,

WHEREAS, the Town of Queen Creek General Plan has identified a primary goal of economic development and a strategic plan for implementing the land use plan; and,

WHEREAS, the plan adopted by the Town Council in December 2015 required an updated Program of work; and,

WHEREAS, the Economic Development Commission has recommended approval of the updated Program of Work for the Economic Development Strategic Plan at their January 27, 2021 meeting.

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

- Section 1. That the Updated Program of Work for the Queen Creek Economic Development Strategic Plan, attached hereto as Exhibit “A” and incorporated herein by reference, is hereby adopted.
- Section 2. That the Town Manager, Economic Development Director and other staff members as necessary are hereby authorized to proceed with implementation and use of the plan as presented.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Queen Creek, Arizona this 17th day of February 2021.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Maria Gonzalez, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Scott Holcomb
Dickinson Wright PLLC
Town Attorneys

Attachment: Resolution 1398-21 (Economic Development Strategic Plan update)

TOWN OF
QUEEN CREEK
ARIZONA

Economic Development Program of Work

Presentation to Town Council

2.2021



Target Sectors



Advanced Manufacturing

Aerospace/Aviation

Provides products and services for military aircraft, missile, space, commercial airline, and general aviation markets.

Electronic Equipment and Components

Produces electronic equipment and consumer electronics and manufactures electrical components for a variety of products.

Autonomous/Electric Vehicles (EV)

Vehicles that sense its environment and operate without human involvement are autonomous. EVs use one or more electric motors for propulsion. Most autonomous vehicles will be EVs.

STATISTICS

| | | | | | | |
|--------------------------------------|---|---|---|---|--------------------------------------|--|
| 4.47M | 57% | 138,003 | 13% | 24,222 | 9% | 3% |
| Phoenix-Mesa-Chandler MSA Population | Queen Creek Population Growth (2015 – 2020) | Manufacturing Sector Employment (Phoenix-Mesa-Chandler MSA) | Sector Growth 2015-2020 (Phoenix-Mesa-Chandler MSA) | Sector Employment (Queen Creek Labor Shed Area) | Sector Growth 2015-2020 (Labor Shed) | Projected Sector Growth 2020-2025 (Labor Shed) |

AVAILABLE PRODUCT

4,000 plus acres of state-owned land in Queen Creek, some of which will be available for industrial use

REGIONAL HIGHER EDUCATION



Tempe

Aerospace Engineering (Aeronautics, Autonomous Vehicle Systems and Other), Industrial Engineering (MS and PhD)



Mesa

Graduate & Undergraduate Engineering and Manufacturing Engineering Programs



Aircraft Maintenance Technology, Unmanned Aircraft System



Automated Industrial Technology, Electrical Engineering Technology, Industrial Robotics and Automation Technologies



BUSINESS CLIMATE

ARIZONA

#1 Most Competitive State in the Mountain Range

#7 Best State for Business

4.9% Corporate Income Tax Rate

Competitive Incentives



5.83¢ kWh Competitive Starting Electric Rates

Reliability Among Most Reliable Electric Service in Southwest

REGIONAL BUSINESS BASE



Mesa



Mesa



Chandler and Gilbert



Chandler



Mesa



Chandler



Chandler

CONTACT US

Agritainment/Destination Tourism

Agritainment = Agriculture + Entertainment

The agriculture component of the Agritainment sector stems from the “farm to table” movement and as that trend continues to gain momentum, it results in growth of local farm producers creating a tourism opportunity. This component is already well established in the Town of Queen Creek with the Queen Creek Olive Mill, Schnepf Farms, Sossaman Farms, Hayden Flour Mills and others, which all include an agribusiness and entertainment component. Other destination tourism assets in Queen Creek include Horseshoe Park & Equestrian Centre, Queen Creek Botanical Gardens, The Barney Family Sports Complex and the Queen Creek Performing Arts Center, as well as the parks and trails system in the Town.

SECTOR EMPLOYMENT & GROWTH

32,700

Sector Employment
(Queen Creek Labor
Shed Area)

14%

Sector Growth
2015-2020
(Labor Shed)

12%

Projected Sector
Growth
2020-2025
(Labor Shed)



<https://www.queencreekolivemill.com/>



<https://schnepffarms.com/>



<https://www.facebook.com/sossamanfarms/>



<https://www.haydenflourmills.com/>



<http://theporkshopaz.com/>



HORSESHOE PARK
EQUESTRIAN CENTRE
<https://www.facebook.com/horseshoepark/>

#FRESHFOODIETRAIL

https://s3.us-west-1.amazonaws.com/mesa-2019/images/files/FreshFoodie_Agritourism_Brochure.pdf?mtime=20191106153837



<https://qcpac.com/>



<https://qcgardens.org/>



<https://barneyindoorsports.com/>

CONTACT US

For more information and assistance, please contact Doreen Cott, Town of Queen Creek Economic Development Director at doreen.cott@queencreek.org or at 480-358-3522.

Business Services

*Focused on providing support services to businesses and performing essential activities in-house
May include corporate operations centers, customer and technical support centers and regional headquarters*

STATISTICS

| | | | | | | | |
|--------------------------------------|---|--|----------------------------------|---|---|--------------------------------------|--|
| 4.47M | 57% | 48% | 31.2 | 211,597 | 33,057 | 28% | 16% |
| Phoenix-Mesa-Chandler MSA Population | Queen Creek Population Growth (2015 – 2020) | Associate’s Degree or Higher (Town of Queen Creek) | Median Age (Town of Queen Creek) | Sector Employment (Phoenix-Mesa-Chandler MSA) | Sector Employment (Queen Creek Labor Shed Area) | Sector Growth 2015-2020 (Labor Shed) | Projected Sector Growth 2020-2025 (Labor Shed) |

BUSINESS CLIMATE

ARIZONA

- #1** Most Competitive State in Mountain Range
- #7** Best State for Business
- 4.9%** Corporate Income Tax Rate
- Competitive Incentives



- 5.83¢ kWh** Competitive Starting Electric Rates
- Reliability** Among Most Reliable Electric Service in Southwest
- 1,800** Miles of Dark Fiber

REGIONAL HIGHER EDUCATION



*#10 Undergrad Management Program -
U.S. News & World Report
30+ Business degrees, MBA,
Management (MS and PhD)*



*Business, Business Administration,
Communications, Management,
MS Organizational Leadership*



*Accounting, Management,
Associate in Business*



Accounting, MBA



Managerial Finance



*Accounting, General Business,
Management, Marketing*

REGIONAL BUSINESS BASE



CONTACT US

Healthcare

Focused on supporting future expansion of Banner Ironwood Medical Center and any new ancillary medical businesses, including but not limited to test laboratories, diagnostic imaging centers, primary care physician's offices, wellness centers and others, as well as any other healthcare related business

STATISTICS

| | | | | | | | |
|--------------------------------------|---|--|----------------------------------|---|---|--------------------------------------|--|
| 4.47M | 57% | 48% | 31.2 | 35,727 | 5,390 | 16% | 12% |
| Phoenix-Mesa-Chandler MSA Population | Queen Creek Population Growth (2015 – 2020) | Associate's Degree or Higher (Town of Queen Creek) | Median Age (Town of Queen Creek) | Sector Employment (Phoenix-Mesa-Chandler MSA) | Sector Employment (Queen Creek Labor Shed Area) | Sector Growth 2015-2020 (Labor Shed) | Projected Sector Growth 2020-2025 (Labor Shed) |

BUSINESS CLIMATE

ARIZONA

- #1** Most Competitive State in Mountain Range
- #7** Best State for Business
- 4.9%** Corporate Income Tax Rate
- Competitive Incentives



5.83¢ kWh Competitive Starting Electric Rates

Reliability Among Most Reliable Electric Service in Southwest

1,800 Miles of Dark Fiber

REGIONAL HIGHER EDUCATION



Tempe

Applied Science (Medical Laboratory Science), Biological Science, Neuroscience, Nursing and DNP MIHC and MIHM



Mesa

Applied Biological Sciences, Exploratory Health and Life Sciences and other



Health Sciences Program: Pre-Physical Therapy, Nutritional Science, Nursing and other



Mesa
Health Education, Health Sciences, Nutrition, Psychology



Child and Adolescent Therapy, Educational and Psychological Measurement, Psychological Testing



Biological Sciences, Healthcare Technology, Nursing, Nutrition and Dietetics, Paramedicine, Psychology

REGIONAL BUSINESS BASE



Queen Creek and other SE Valley locations



Making Cancer History®
Gilbert



Chandler

CONTACT US

Information Technology (IT)/Software

Focused on computing via hardware, software, services and infrastructure to create, store, exchange and leverage information

STATISTICS

| | | | | | | | |
|--------------------------------------|---|--|----------------------------------|---|---|--------------------------------------|--|
| 4.47M | 57% | 48% | 31.2 | 45,224 | 5,700 | 26% | 21% |
| Phoenix-Mesa-Chandler MSA Population | Queen Creek Population Growth (2015 – 2020) | Associate's Degree or Higher (Town of Queen Creek) | Median Age (Town of Queen Creek) | Sector Employment (Phoenix-Mesa-Chandler MSA) | Sector Employment (Queen Creek Labor Shed Area) | Sector Growth 2015-2020 (Labor Shed) | Projected Sector Growth 2020-2025 (Labor Shed) |

BUSINESS CLIMATE

ARIZONA

- #1** Most Competitive State in Mountain Range
- #7** Best State for Business
- 4.9%** Corporate Income Tax Rate
- Competitive Incentives



5.83¢ kWh Competitive Starting Electric Rates

Reliability Among Most Reliable Electric Service in Southwest

1,800 Miles of Dark Fiber

REGIONAL HIGHER EDUCATION



Tempe
 Ranked #1 in Innovation
 Information Assurance Center
 MS, BS and PhD in Computer Science



Mesa
 IT (BS and MS), Business
 (Technology), Graphic IT, Software
 Engineering & Technology (BS and
 MS), MSTech



Computer Information &
 Technology



Computer Science



Information Technology

REGIONAL BUSINESS BASE



Tempe and Gilbert



Chandler



Chandler



Mesa



Chandler

IT Innovation Center



Chandler








Gilbert

U.S. Delivery Center for Tech Solutions

CONTACT US

Strategic Focuses

| STRATEGIC FOCUSES | | | | |
|--|--|---|--|---|
| <p>PRODUCT DEVELOPMENT</p>  | <p>TOWN CENTER DEVELOPMENT</p>  | <p>BUSINESS ATTRACTION/RETENTION</p>  | <p>ENTREPRENEURSHIP/INNOVATION</p>  | <p>MARKETING/COMMUNICATIONS</p>  |





Product Development

Attachment: Presentation - Program of Work for the Economic Development Strategic Plan (Economic

IDENTIFY REAL ESTATE AND MARKET TO ATTRACT HIGH-IMPACT PROJECTS/DEVELOPMENT

Focus on state-owned land development

Action Item: Continue infrastructure planning for the state-owned land

In order to successfully attract projects to the state-owned land, infrastructure or a well-developed plan for infrastructure must be in place. As part of the Arizona State Land Department Queen Creek Specific Plan, the Town of Queen Creek has committed to providing water and wastewater service to the property. Natural gas should be available through Mesa’s Magma Gas Service Area, and electrical service is provided by SRP with existing electrical substation and transmission lines already within the property. Broadband service can be provided by one of two providers, which is proposed to be determined during the Secondary Planning Phase of development.

Some location projects may be working on a more condensed timeline so it is important to ensure that all infrastructure needs of the state-owned land can be met as quickly as possible. Ensure that the Town of Queen Creek has very **detailed plan and timeline** for each component of needed infrastructure on identified sites on the property.

Action Item: Explore development of a Technology or Innovation Park

Based on attracting IT/Software, Business Services and potentially more high-tech Advanced Manufacturing, the idea of attracting a developer to create a Technology or Innovation Park on part of the state-owned land should be explored. This may need to be a public-private partnership between the Town of Queen Creek and the developer. A unique and creative name should be determined.

Benchmark Best Practice

Oro Valley Innovation Park

- Oro Valley established an Innovation Park in 2019
- Comprises nearly 200 acres
- Will provide 2 million square feet available for corporate headquarters, professional offices, medical offices, research and development facilities, retail shops, hotels, restaurants and other assets
- Venture West was the developer and CBRE appears to be the broker for the property
- Involved a public private partnership

Attachment: Presentation - Program of Work for the Economic Development Strategic Plan (Economic



Action Item: Identify and market specific state-owned land for industrial use

Strategic areas within the state-owned land have been designated for industrial use. Specific parcels of land should be identified as industrial sites related to the Advanced Manufacturing targets identified.

Action Item: Explore development of a destination open-air mixed-use retail center

Along with residential, office and industrial development, retail development will be another area of focus for the state-owned land. The idea of **attracting a developer** for an open-air mixed-use retail center should be explored for feasibility for the Queen Creek area.

This type of development may work best near one of the proposed interchanges on the new State Route 24. Macerich developed the SanTan Village, as well as many other Arizona shopping areas including Arrowhead Towne Center in Glendale, Biltmore Fashion Park and Paradise Valley Mall in Phoenix, Chandler Fashion Center, Estrella Falls in Goodyear, Kierland Commons and Scottsdale Fashion Mall in Scottsdale, La Encantada in Tucson, and many others. The Phoenix Premium Outlets in Chandler may be another to explore for this type of development.

Benchmark Best Practice

SanTan Village Gilbert

- A 500-acre, open-air super regional lifestyle center development with 3 million square feet of upscale retail, restaurants, entertainment, office space, hotel and residential uses, as well as entertainment options like Top Golf and Main Event
- Specialty stores include Best Buy, Dick’s Sporting Goods, Dillard’s, and Macy’s, as well as other leading brands such as Apple, Barnes & Noble, Coach, Forever 21, Gymboree, Sephora, and others
- Leon Capital Group, a Dallas-based investment company began construction on Soltra at SanTan Village, a new Class A 380-unit multifamily community in 2019
- Vedula Residential has built or is in the process of building two apartment buildings in the village
- Original developer was Macerich

Attachment: Presentation - Program of Work for the Economic Development Strategic Plan (Economic



Action Item: Begin exploration of potential for future regional sports attraction/park

The attraction of a regional sports attraction/park will create exceptional economic development opportunities for Queen Creek by drawing sports events and tourists to the Town. The feasibility of such an attraction/park should be explored further.

Focus on identification and marketing of other product to meet needs of target sectors**Action Item: Identify sites for Class A office development**

There are several sites in the Downtown Core, some of which are owned by the Town, and in other areas of Queen Creek that may be suitable for future Class A office space development. Related to the Business Services and IT/Software targets, these sites should be **identified and marketed** on the Queen Creek economic development website, and through partners such as SRP and GPEC, as well as the Arizona Commerce Authority (ACA).

Action Item: Target developers of Class A office space

Working with partners, identify a **list of potential Class A developers** to target for office building or park development. The focus should be on developers that have completed similar developments in the Southeast Valley region.

Action Item: Identify other sites for potential industrial use

Other sites in Queen Creek should be identified and marketed for **industrial use** for potential Advanced Manufacturing targets.

Action Item: Identify other sites for potential tourism use

Other sites in Queen Creek should be identified and marketed for **tourism use** specifically related to the Agritainment/Destination Tourism target.



Explore options for Town-owned Downtown Core property

Action Item: Further explore use of land lease for future property development

Continue to explore the use of sale-leaseback transactions with developers for Town-owned property in the Downtown Core.

Action Item: Evaluate strategic real estate sites for Town acquisition

Continue to identify and evaluate potential sites in the Downtown Core for future acquisition by the Town.





Town Center Development

Attachment: Presentation - Program of Work for the Economic Development Strategic Plan (Economic

FOCUS ON AWARENESS, THE ARTS, ACCESS AND POTENTIAL NEW ASSETS

Create more awareness of the Downtown Core

Action Item: Revisit the idea of a branded name for the Downtown Core

The Town Center Plan Update recommended the exploration of a brand identity for the Downtown Core area. In a community survey, many indicated they liked the name "Old Ellsworth District" but the recommendation in the plan was to further explore the idea of a brand name in order to provide a special identity for the urban core. For example, the Town of Gilbert's downtown area is locally known as the "Heritage District."

The idea of exploring a **brand identity** for the Downtown Core should be considered but even if Queen Creek determines not to have a specific brand identity, it should ensure that the terminology it uses to describe the downtown or town center area is consistent moving forward. Whether it is referred to as the Queen Creek Downtown Core or QC Downtown Core or another name should be determined and actively marketed with consistent use of the identified name.

Action Item: Work to educate and market difference between Town Center and Downtown Core

There currently appears to be some confusion of the difference between the Town Center and Downtown Core. Develop a **marketing campaign** focused on educating residents and others on the difference to eliminate this confusion.

VISION STATEMENT

Create
vibrant & active district
IN THE HEART OF TOWN CENTER
THAT COMPLEMENTS THE
culture and heritage
OF THE COMMUNITY AND PROVIDES
A RANGE OF VENUES THAT
CELEBRATE ALL THAT IS
unique and special in Queen Creek.

From 2017 Town Center Plan Update



Embrace the focus on the arts in the Downtown Core

Action Item: Continue with Downtown Core Arts & Placemaking Advisory Subcommittee and look at opportunities to expand in future

Queen Creek recently formed a **Downtown Core Arts & Placemaking Advisory Subcommittee** focused on the Downtown Core. The activities of this subcommittee should be **supported and expanded**.

Action Item: Consider a more robust public arts program

The Town Center Plan Update and the 2016 Economic Development Strategic Plan both recommended the exploration of a **Public Arts Program**. This should be further explored by the Downtown Core Arts & Placemaking Advisory Subcommittee.

Benchmark Best Practice

Public Art in Oro Valley

- Established in 1997, **1% for Public Art Program** requires commercial developers to set aside 1% of project’s total budget for creation and installation of public art
- Public art is required element for all new non-residential and public development projects
- Public art is promoted in entryways, trails and buildings throughout the community
- Town provides virtual and public tours of art throughout community
- On monthly basis, new local artists are provided with the opportunity to present their work to be featured in Oro Valley Council Chambers

Benchmark Best Practice

City of Walnut Creek

- One of over 350 towns and civic organizations that sponsor public art programs in U.S.
- Adopted Public Art Program in 2000 when City Council approved two ordinances mandating funding and inclusion of public art in new development and renovation projects
- Program administered by Arts + Recreation Department and overseen by Bedford Gallery Advisory Council and Arts Commission
- Arts Commission established to advise City Council on facilities, programs and policies that enhance artistic, aesthetic and cultural quality of life



Action Item: Consider creation of community arts educational programs

The City of Walnut Creek has a Center for Community Arts, which is an arts and educational center that provides classes and resources for all ages. The Queen Creek Downtown Core Arts & Placemaking Advisory Subcommittee should explore the creation of an **arts and educational center** in the Town. The possibility of holding classes at the Queen Creek Performing Arts Center or at the Communiversiy should be considered, if viable.

Action Item: Explore idea of establishing a pop-up gallery art walk

The Queen Creek Downtown Core Arts & Placemaking Advisory Subcommittee should consider the establishment of a **monthly pop-up gallery art walk** that features local and regional artists.

Action Item: Continue to expand Queen Creek Festival and work to attract other events to include more of an arts focus

The Queen Creek Festival is held every Friday night year-round in front of the Queen Creek Library. This family-friendly event includes 15 to 25 food trucks, live music and a boutique market full of local artists and crafters. The Queen Creek Downtown Core Arts & Placemaking Advisory Subcommittee should consider ways to incorporate more **local artwork** into this event and work to attract other events focused on the arts.

Continue to plan for and improve parking and pedestrian access**Action Item: Conduct a parking analysis to determine a need for a plan in the Downtown Core**

In order for the Downtown Core to successfully attract residents, tourists and businesses, there must be adequate public parking available in the area. As recommended in the 2017 Town Center Plan Update, a **parking analysis** for the Downtown Core should be developed.



Action Item: Conduct a pedestrian and bicycle connectivity study

As recommended in the 2017 Town Center Plan Update, a **pedestrian and bicycle connectivity study** for the Town Center district and Downtown Core should be developed. Planning for the future of autonomous vehicles should also be included in this plan.

Support other events and assets to attract people to Downtown Core

Action Item: Consider partnership with event producers to bring new events to the Downtown Core

Identify new events to bring to the Downtown Core to attract residents and tourists, as well as to explore potential partnerships with producers of those events.



Action Item: Evaluate feasibility for multi-purpose food hall in Downtown Core

The development of multi-purpose food halls with an assortment of casual food stalls, retail and even live entertainment is on the rise in Tucson and other markets. One of the original food hall markets, which is still around today is Pike Place Market in Seattle. This concept would be a good extension for the Agritainment sector in Queen Creek.

Queen Creek should explore the feasibility of this type of development, and, if feasible, identify **potential Downtown Core property** and **connect with possible developers** who have done similar projects in the past.



Best Practice

MSA Annex - Tucson

- Mercado San Agustin was Tucson's first food hall
- MSA Annex is an expansion of Mercado San Agustin, bringing 13 new locally owned small businesses, many women and minority-owned, for a total of 26 to the Mercado District
- Will feature a mixture of retail and restaurant vendors, a coffee shop and a beer and wine garden
- Retail businesses will sell everything from bikes to clothing and furniture
- Gadsden Company is developer

City Park - Tucson

- In downtown, City Park megaplex, a five-story 100,000 sq. ft. building, will serve as an office for Hexagon Mining but bottom floor will consist of a 14-vendor food hall open to the public
- Features two adjacent courtyards
- Second floor will feature a bowling alley as well as a bar and rooftop deck on fifth floor will also be open for events
- Developer is the Bourn Companies





Business Attraction/ Retention

CONCENTRATE ON PROGRAMS TO ATTRACT NEW BUSINESS AND A PLAN FOR RETENTION

Continue with Town’s Economic Development Investment Program

Action Item: Consider creation of an Economic Development Fund

Queen Creek can enter into development agreements with companies for public infrastructure assistance, but this process takes time and effort. The Town can also waive planning and other fees. Expedited plan review and permitting are other incentives that can be offered.

Although, these potential incentives are available, Queen Creek does not have an economic development fund, as some of its competitors, such as the Reserve Fund in Gilbert, which is a discretionary project closing fund. This fund has been used for real estate/development projects, retail development projects and technology projects such as Deloitte’s U.S. Delivery Center and the GoDaddy, Inc. operations or customer service center project. Gilbert has a history of providing incentives to land big deals. Between 2013 and 2017, the Town invested \$41.5 million in incentives, with the majority, estimated at \$35 million, going to the Rivulon development. Although not a competitor, Oro Valley also has a competitive incentive program described to the right.

The Town of Queen Creek should explore establishment of a **branded economic development fund** that could be called the **Queen Creek Quality Jobs Program**. This program could be structured similar to the Oro Valley incentive program with outlined requirements that allow the Town to focus the incentive on the types of projects it wants to attract. It could also involve reimbursement of existing sales taxes rather than a set aside fund like in Gilbert.

Benchmark Best Practice

Oro Valley Primary Employer Incentive Program

- Program aims to encourage expansion of existing companies and attracting new employers
- To qualify companies must:
 - Invest \$1 million in direct capital investment; or
 - Create at least 10 net new full-time jobs that pay at least \$40,000 and meet median wage for that sector; and
 - Be a primary employer
- Primary employers are those that produce more goods and services than can be consumed by local economy, and therefore export a significant portion
- Benefit is 100% reimbursement of project’s construction sales tax collections that may be utilized to offset business operating expenses
- May also offer reductions of any permit or plan review fees, as well as an expedited permitting process



Action Item: Continue to improve permitting processes

Queen Creek's Development Nexus Portal makes submission of building permit applications or planning and engineering projects much more efficient with electronic plan review. Consider a **branded name and other improvements for this portal** to make it even more business friendly.

Queen Creek could change the name to the **QC Fast Track Permitting Portal** or something similar and make any other needed improvements identified with the goal of making the permitting process in the Town as fast and easy as possible.

Also, consider offering an even **more expedited permitting process** for certain high-impact projects. For example, the City of Gilbert offers a 60-day permitting process. An even more aggressive program is the 5-Day Building Permit Program in Surprise, which is a self-certification permit program that eliminates the plan review fee for licensed design professionals certified with the City of Phoenix and provides a faster permit process for eligible projects, allowing a permit to be issued within five business days.



Action Item: Conduct an economic impact analysis for projects that qualify for the Investment Program

In order to support the offering of incentives to projects, an **economic impact analysis** should be conducted for each project that qualifies for the Investment Program. This will provide documentation that the long-term benefit of the project will more than offset the incentive offered. The Town should determine whether GPEC or another partner can assist with conducting these impact analyses.

From 2013 to 2017, Gilbert entered into seven development agreements in support of significant economic development projects using its discretionary fund. In total, Gilbert has committed \$41.5 million with an estimated economic impact of \$4.8 billion in return. To the right is one example of an incentive and impact analysis in Gilbert.

Assess local and regional education programs

Action Item: Evaluate higher education programs in relation to target sectors

The higher education programs and degrees in Queen Creek and the region must be evaluated to determine whether the workforce talent needs for companies in the target sectors can be met long-term.

Action Item: Seek additional higher education programs to serve target sectors

Once that assessment is complete, the Town of Queen Creek should seek to attract degree programs to address any gaps identified through the Communiversitry at Queen Creek or through establishment of other college campus locations in the Town.

Benchmark Best Practice

**Incentives and Impact Analysis
GoDaddy, inc. Customer Care
Center Project**

- Gilbert Town Council approved development agreement with GoDaddy to retain 1,364 existing jobs, invest \$15 million and execute a new 10-year lease
- GoDaddy to be reimbursed \$836,000 over 10 years in support of job training costs
- Economic impact analysis showed potential impact of \$1.53 billion over ten years with continued operations directly and indirectly supporting an estimated 1,788 jobs, including 1,364 in direct jobs, and generating \$80.5 million in annual personal income in the Town



Action Item: Work with public and charter school districts to evaluate existing program offerings

Programs available at the public and charter school districts in Queen Creek, as well as through Career & Technical Education (CTE), should also be reviewed and evaluated related to the target sectors.

Support healthcare sector development**Action Item: Support future expansion of Banner Ironwood Medical Center**

Banner Ironwood Medical Center is a critical existing business in Queen Creek that must be supported. It currently has 47 private rooms in a building that can accommodate up to 86 beds, and it was built to expand quickly with community growth. In total, more than 500 beds and supporting health services could be built on the existing site. The Queen Creek economic development department should **meet regularly** with the medical center leadership to ensure that its needs are being met and future growth supported.

Action Item: Support growth of other ancillary medical services

Ancillary medical services such as labs and other medical offices that support the hospital should also continue to receive assistance from the Queen Creek economic development department.



Support existing and potential new Agritainment and Destination Tourism attractions

Action Item: Continue to position Queen Creek as a place for health and wellness by attracting a destination resort and spa

The 2016 Economic Development Strategic Plan includes recommendations to position Queen Creek as a place for health and wellness. One of the ideas was to promote Box Canyon as a location for a destination resort and spa, similar to Canyon Ranch or maybe Miraval. This concept is still under consideration and as the economy stabilizes once the pandemic is under control, should be pursued by **identifying and contacting potential developers** of such resorts. Note that Canyon Ranch is family-owned but Miraval is now owned by Hyatt. The Hilton Tucson Conquistador Golf & Tennis Resort is a major employer in Oro Valley, and one of the benchmark locations reviewed. This could be another concept to consider.

In addition, the Queen Creek economic development department should work with the Town Council to understand the **potential investment** the Town would be willing to make for the right concept. Conducting a **feasibility analysis** that includes the potential economic impact of such a resort on the Town may be another next step to move this idea forward.

Action Item: Complete and market the 11-mile loop trail

The 2016 Economic Development Strategic Plan includes recommendations to work towards completion of the 11-mile loop trail so it can be promoted to attract a wide variety of tourism activities including hiking, cycling, and running. This 11-mile loop trail and any other trail systems in progress should be **completed and marketed extensively** further positioning Queen Creek as a health and wellness destination.



Action Item: Continue to support and market events at Horseshoe Park & Equestrian Centre

The Horseshoe Park & Equestrian Centre is a unique asset for Queen Creek that should continue to be supported. The 2016 Economic Development Strategic Plan includes recommendations to expand the schedule of activities at the center to include non-equestrian events, and work to attract complementary economic uses, such as a western theme park or restaurant, in order to attract more events and people. The Queen Creek economic development team should continue to work with Horseshoe Park to identify and determine the **feasibility** of these other complementary uses and establish a plan to move any viable ideas forward. **Marketing assistance** should also continue to be provided.

Participate in programs to retain existing business**Action Item: Expand Business Retention & Expansion (BR&E) program**

Visiting existing businesses face-to-face is critical to building and maintaining relationships that will result in a two-way flow of information and enhance the timeliness and quality of information. Currently the Queen Creek Chamber of Commerce is contracted with by the Town to conduct business retention interviews. Visits with the Town's larger employers and businesses within the approved target sectors should be conducted by the Economic Development Department. The Chamber should continue to conduct visits with identified other businesses. The Queen Creek economic development team should conduct **annual face-to-face meetings** with **larger existing employers**, as well as any that are target sectors, regardless of size. This may eventually require a new full-time position in the economic development department.





Entrepreneurship Innovation

Attachment: Presentation - Program of Work for the Economic Development Strategic Plan (Economic

EMBRACE ENTREPRENEURSHIP AND INNOVATION FOCUSED ON IT/SOFTWARE STARTUPS

Enhance entrepreneurial support infrastructure and programs

Action Item: Seek partnership to provide entrepreneurial support

The success of entrepreneurs is heavily dependent on the ecosystem that supports them. As an existing coworking space in Queen Creek, Gangplank should continue to be supported even/especially as current space needs transform, but a partnership should be explored with an existing organization in the region that can assist with the **establishment of additional entrepreneurial support programs** in the Town. One such organization, which now has a presence in Mesa, is CO+HOOTS. CO+HOOTS has become a globally recognized co-working space first launched in downtown Phoenix in 2010, that has spent the last 10 years supporting entrepreneurs through coworking, incubation and ecosystem development. CO+HOOTS should be contacted, and a **future partnership explored**.

Queen Creek needs to develop programming designed to nurture development of entrepreneurial companies through the startup phase and onward by providing access to business resources, mentorship and networking support.

Action Item: Organize networking events for entrepreneurs/startups

Organize and coordinate **networking events** at least twice annually where entrepreneurs/startups are invited to network and share ideas, be presented with information on local and state support programs and to discuss potential solutions to any challenges.

Benchmark Best Practice

AZ TechCelerator Surprise, AZ

Four-building campus that provides affordable space, tools and resources for innovative and technology-focused entrepreneurs in following categories:

- Startup Space – Free app that provides startups with quick access to local community resources
- Small Business Assistance – Offers local network connections, free business education, location support and market research
- Business Incubator – Focused on growing a business through affordable space, mentorship, and other resources
- Affiliate Membership – Provides a business address, conference rooms, meeting space and workshops
- Beehive Coworking Space – Provides designated desk, flexible lease terms, 24/7 building access, free WiFi and parking, kitchen access, four conference rooms and other services
- Global Concierge Services – Provides assistance with navigating international patents, work visas, local business licenses, incorporating in U.S. and other foreign related business matters

Attachment: Presentation - Program of Work for the Economic Development Strategic Plan (Economic



Action Item: Include an entrepreneurship/innovation or startup section on economic development website

There is an existing section on the economic development section of the Town of Queen Creek website on how to “Start a Business in Queen Creek.” The new economic development website for the Town should include a **section** called “Entrepreneurship/Innovation” or “Startup Resources” and revamped to include other potential support groups at the state, regional and local level available to startups. The Gilbert Office of Economic Development has a good section of their website that could be used as a model as follows: <https://www.gilbertedi.com/startups/>

Action Item: Continue to evaluate need for more coworking space or an incubator facility

Gangplank is the only current organization offering coworking space in Queen Creek. The need for additional coworking space should **continue to be evaluated** whether that involves an expansion of Gangplank or the attraction of another **coworking space** or an **incubator facility**.

There are currently five coworking spaces in Gilbert including Co-manity, EX Spaces, The Works-Gilbert, Thrive CoWorking For Women and HQ Workforces. Chandler Innovations, described to the right, is an example of a successful incubator program that could be a future model.

Best Practice

Chandler Innovations

- An incubator program created by City of Chandler to provide resources for founders in technology sector
- Entrepreneurs must live, work, or own property in the city in order to be eligible
- Ventures accepted into program can be at various stages of business cycle although startups are largest segment
- Program designed to provide resources to mid-stage companies, as well as organizations already in revenue or past first round of funding
- Goal of program is to provide founders with tools and skillsets required to build stable, sustainable companies

Attachment: Presentation - Program of Work for the Economic Development Strategic Plan (Economic



Enrich entrepreneurial education programs

Action Item: Work with public and charter school districts to develop entrepreneurial education programs at middle/high school level

A culture of entrepreneurship in Queen Creek should be developed starting at a young age. Work with **public and charter school districts** to establish a program at the middle and high school level that provides students with an understanding of entrepreneurship.

Action Item: Assess existing entrepreneurial education programs at local and regional colleges/universities

Develop an understanding of **existing entrepreneurial education programs** in the region and market such programs on the new entrepreneurship/innovation or startup section of the website.

Action Item: Explore addition of entrepreneurial courses at the Communiversity at Queen Creek

The Communiversity at Queen Creek is a partnership of higher education institutions focused on providing students with opportunities to continue their education and earn degrees. The possibility of adding **entrepreneurial courses** to the current curriculum should be explored.



SUPPORT QCBUSINESSES WE ♥ LOCAL

Marketing/ Communications

ENGAGE IN MORE TARGETED MARKETING/COMMUNICATIONS EFFORTS TO ENSURE PEOPLE KNOW ABOUT QUEEN CREEK

Develop new and enhance existing marketing tools

Action Item: Continue to build upon the Invest the QC website

A website is one of the most critical marketing tools for an economic development organization. Previously, the economic development function of Queen Creek’s website was part of the Town of Queen Creek website but there is now the <https://investtheqc.com/> website, which is a standalone, branded site. The recommendations below are suggestions focused on future site build-out and effectiveness. The goal of this website should be to create a **compelling platform** to tell the story of the Town’s competitive economic development strengths.

Per the recommendations in this Strategic Program of Work, entrepreneurship/innovation and possibly tourism pages should be added to this website, along with the new target sectors outlined. Also, to generate more traffic and increase search rankings, continue to collect and share positive stories related to economic development on the website through a blog or other news section to be added. The incorporation of interactive mapping components to visually identify assets and their respective contribution to the local economy, as well as economic development partners, should also be considered.

Of the benchmarks reviewed, the Town of Gilbert has a very good stand-alone economic development website (<https://www.gilbertedi.com>), as does the City of Maricopa (<https://www.maricopaeda.com/>).

Action Item: Create an annual online economic development update for Queen Creek

The Town of Gilbert has an **annual online economic development update** that is used to report the Town’s successes in economic development projects, tourism, promotion and other areas. This is an effective marketing tool that allows the Town to keep its leadership and other community stakeholders informed of its successes and goals. A link to the 2019 Annual Update is below:

<https://www.flipsnack.com/GilbertAZEcoDev/fiscal-year-2019-gilbert-arizona-annual-update.html>



Action Item: Expand social media strategy

The Queen Creek Economic Development Department currently has its own Twitter feed and Downtown Facebook Page. In order to ensure this social media outlet is maximized, utilize a monthly content schedule in order to organize messages and strengthen the department’s position as an opinion leader among various economic development topics. Content should include both recent events and activities, such as a new project announcement, as well as more timeless messaging about economic development activities, new programs, local businesses, and the refined target sectors.

Action Item: Continue to utilize the QC tagline

Continue to utilize the QC tagline in different marketing aspects.

Expand marketing focuses and activities

Action Item: Identify and seek community accolades or rankings

Many of the benchmarks reviewed have various accolades they receive from publications on an annual basis. Some of these recent examples in Maricopa are shown to the right. Many of the leading publications and rankings utilize different methodologies and empirical data to determine the rankings of communities on their respective lists. The data sets and methodologies for these rankings can be discovered through research. The Queen Creek economic development team should determine which **accolades** it would like to see the Town appear and then **research the methodology and data** each respective publication utilizes with a concentrated effort in positively impacting at least three of these lists. Any accolades received should be marketed through press releases, the website and other outlets.

Benchmark Best Practice

Community Accolades

Maricopa (all 2020):

- #1 Most Diverse School District in Phoenix Area, Niche.com
- #2 Best Place to Raise a Family in Arizona, HomeSnacks.net
- #3 Fastest Growing Cities in Arizona, HomeSnacks.net
- #4 Most Diverse Suburbs in Arizona, Niche.com
- #4 Safest Cities in Arizona, Alarms.org
- #7 Best Place to Live in Arizona, Areavibes.com
- #10 Most Diverse Place to Live in the Phoenix Area, Niche.com



Action Item: Engage in extensive marketing campaign related to state-owned land and other identified viable office or industrial sites

Work with SRP, and potentially GPEC and the Arizona Commerce Authority (ACA), to develop an extensive marketing campaign to promote any identified sites on the state-owned land, as well as any viable office or industrial property, to local, regional and state developers.

Action Item: Host QC for Lunch events with key partners

At least once a year, invite representatives of the ACA, GPEC and SRP to Queen Creek for lunch hosted at one of the Agritainment venues to update them on the latest in the QC and to spend one hour showing them other community assets such as new product and other. This program could also be expanded to include brokers and developers.

Enhance current tourism structure and increase visibility

Action Item: Explore more formalized tourism and promotion effort

Queen Creek contracts with Visit Mesa for promotion assistance. This partnership should continue but the idea of eventually establishing a **more formal tourism and promotion effort** in the Town should be explored.

This effort could be called **Visit QC or Explore QC** and would need at least one full-time or part-time staff member. The Queen Creek Chamber of Commerce may already have plans to launch Explore the QC but ideally this program would be launched and administered under the Queen Creek economic development team in partnership with the Chamber since Agritainment/Destination Tourism is a target sector.



Action Item: Create a tourism website for Queen Creek

Consider the creation of a **Visit QC or Explore QC website** that outlines the Agritainment/Destination Tourism assets in more detail. The Discover Gilbert website or Explore Surprise website (<https://www.exploresurprise.com>) are two that could be used as models.

Note that this website can be part of or separate from the economic development website.

Action Item: Track and market tourism statistics

The Town should **track and market tourism statistics** on an annual basis. Statistics should include: total number of visitors annually; visitor spending; number of overnight visitors; direct job creation; taxes generated; and other to be determined.

Action Item: Establish social media accounts related to Agritainment/Destination Tourism

Create social media accounts with the **Visit QC or Explore QC tagline**. The Town of Gilbert has social media accounts for Discover Gilbert on Facebook, Twitter, YouTube and Instagram.

Benchmark Best Practice

Discover Gilbert

- Discover Gilbert, a visitors and tourism program, is under the Gilbert Office of Economic Development
- Managed by a Tourism Administrator, who is responsible for creation and execution of all tourism marketing and communication efforts
- Separate standalone website: <https://www.discovergilbert.com/>
- Social media presence:



TOWN OF
QUEEN CREEK
ARIZONA



Requesting Department

Fire / EMS

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER, ICMA-CM

FROM: VANCE GRAY, FIRE CHIEF AND TROY WHITE, PUBLIC WORKS DIRECTOR

RE: CONSIDERATION AND POSSIBLE APPROVAL OF A STANDARD DESIGN PROFESSIONAL SERVICES CONTRACT WITH PERLMAN ARCHITECTS OF ARIZONA, INC. IN THE AMOUNT NOT TO EXCEED \$207,675 FOR THE FIRE RESOURCE / SKILLS CENTER BUILDING DESIGN. (FY 20/21 BUDGETED ITEM).

DATE: February 17, 2021

Staff Recommendation:

Staff recommends the approval of a standard design professional services contract with Perlman Architects of Arizona, Inc. in the amount not to exceed \$207,675 for the Fire Resource/Skills Center Building design.

Relevant Council Goal(s):



Superior Infrastructure - Capital Improvement Program

Proposed Motion:

Staff recommends the approval of a standard design professional services contract with Perlman Architects of Arizona, Inc. in the amount not to exceed \$207,675 for the Fire Resource/Skills Center Building design.

Discussion:

The design contract with Perlman Architects has been ready for consideration and possible approval since October of 2020, but time was needed to evaluate the possibility of establishing a lease agreement with a private sector partner who conducts maintenance on fire apparatus to expand into the east valley and utilize space within the proposed Resource/Skills Center Building. A continuance was requested and approved by the Town Council in October 2020. In December of 2020, a second continuance was requested as staff was still working on specific items such as the selection process for a vendor and some preliminary details relating to the lease agreement. The additional continuance request was approved by the Town Council in December 2020.

Staff is now recommending that the design of the Resource/Skills Center move forward while staff continues to work on terms of a lease agreement. The lease options have progressed far

enough that staff is recommending approval to not delay the project further. Below are the options that have been considered as staff has discussed the Resource/Skills Center with members of the Town Council.

Recommended Option for Consideration:

1. **Approve Design Contract with Perlman Architects and Proceed with Resource and Skills Center as originally recommended by staff.** This is staff's original recommendation. The needs and cost analysis remain with this original recommendation. It is important to note that this option can still be selected in advance of securing a private-sector partner as it will not disrupt the analysis or negotiations with the partner but allow concurrency in the design of the facility.

Phased Construction Options:

2. **Construct Only the Outside Skills Training Infrastructure and Fleet Maintenance Bays.** - Queen Creek firefighters need a dedicated, safe location in which to perform the needed skills related to firefighting, increase proficiency and adhere to the standards set forth by the National Fire Protection Association (NFPA). Sixty hours of fire specific training per firefighter is required by the NFPA and the Insurance Services Office (ISO) rates a fire department based on this standard. This area for outside skills training is addressed by constructing the needed space at the Field Operations Facility by installing utilities, asphalt and training props that would have been a part of the larger project. This would allow for adequate outdoor training for firefighters at an estimated cost of \$1M. This option provides the only viable alternative in providing adequate outside space for training in order to meet standards, and to avoid liability and safety concerns that come with using other locations in Queen Creek.

This option could include an agreement with a private sector partner as described in Option #1 with an estimated cost to Queen Creek of \$1.6M to construct the maintenance bays. The Fleet Maintenance Bays are needed to allow for regular, recurring maintenance to be performed by the vendor's certified mechanics.

This option delays funding for two of the other critical areas of the building in this fiscal year and focuses on the high priority in providing an area to conduct outside skills training. This option allows for the ultimate final phases of the Resource Center to be constructed at a later date and does not result in any "throw away" elements or costs.

Staff recommends this option at a minimum should the Council elect to delay construction of the building.

Options in Lieu of Constructing the Facility:

3. **Temporary inventory and warehouse space for a period of up to three years.** This option would delay funding for the three critical areas in this fiscal year and provide alternatives for inventory and warehousing of materials. Options that staff has considered include providing temporary climate-controlled modular units at the FOF for a period of three years. This option would require delivery of utilities and asphalt to the site of an estimated cost of \$750K and annual lease payments of the temporary climate-controlled modular units of \$60K (10 units X \$500/month X 12 months). The delivery of

utilities would be designed and installed to accommodate the ultimate project needs.

Another option is utilizing the existing 2400 square feet of interior space of the Old Fire Station #1. This space is currently occupied by a special-needs school and would mean terminating an existing agreement. This interior space is climate controlled but is less than the programmed interior space of 3200 square feet in the Resource Building needed to meet current and future needs. This option would satisfy the need for a period of three years. Estimated costs to address any needs associated with interior space updating is \$25K.

4. **Fire apparatus storage.** This option uses existing apparatus bays at old Fire Station #1 in lieu of constructing apparatus storage at the Resource and Skills Center. This option is estimated to cost approximately \$10K.
5. **Clean classroom training in existing Town space.** - This option delays funding for the three critical areas in this fiscal year and provide alternatives for clean classroom education. This space as part of the Skills Center is where fire and medical didactic education takes place in order to meet national and state standards. The cost to construct a clean classroom as part of the fully funded project is estimated at \$400K. A paramedic is required to obtain over 90 hours of didactic instruction and basic emergency medical technicians are required to attend 40 hours each over a two-year period. A portion of the fire-specific training mentioned earlier also takes place in a didactic setting.

The option identified in lieu of the fully funded project would be to utilize an existing classroom space within a town building. While final locations are still under evaluation, examples would be the conference rooms in Fire Stations 2, 4 and 5. There are concerns with conducting these class sessions in spaces other than the Skills Center but primarily are the impacts to using space needed for the rest of the organization for 80 hours per month. Utilizing existing town space would be considered a short-term solution (3 years) until more permanent solutions can be established.

6. **Dirty classroom training space.** Due to the programming intent of this space, there is not an alternative to providing this space in town or at one of the Town's facilities. This training space is not suited for a clean classroom nor is it practical to conduct this training in an outside environment. A dirty classroom is an area that is inside, protected from the elements, where firefighters can perform training evolutions and use props that cannot be left in an outside setting. Firefighter survival training in entanglement mazes are only one example of such training. A dedicated location or space specific to this type of training is what is required to meet this standard. No space of this type is available in Queen Creek for this type of training; it would need to be constructed at a cost estimated at \$800-\$900K. In the interim, if this part of the project is not approved for funding, then staff will continue to use available on-line, virtual training opportunities and the limited quarterly training that is provided at the Regional Training Centers.

Summary:

Staff recommends the approval of the design contract with Perlman Architects as a single-phased project with all components of the building designed and built at one time. When design is nearly complete, staff will bring forward a recommendation for fully funding the construction project through a Delegation Resolution. If the fully funded project is not approved, it is recommended, at a minimum, to construct the fleet maintenance bays and the outside skills training space at an estimated cost of \$2.6M. Long-term fire apparatus storage can be accomplished with facilities in place today. Inventory storage and clean classroom needs can be met in the short-term and deferred until a later date. Dirty classroom training will be extremely limited until a permanent facility is constructed; virtual training and the limited use of other training centers will be the extent of this type of training.

Fiscal Impact:

The cost of the design contract totals \$188,795. With a 10% contingency of \$18,880, the total not to exceed amount of design is \$207,675. The Fire Resource Center (project #MF011) is included in the FY 2020/21 adopted budget with a total project budget of \$5,025,000.

This project was included in the excise tax bonds that were issued in June 2020. Additionally, this project is included in the Town's most recently adopted Infrastructure Improvement Plan (IIP) with both growth and non-growth components. The growth share is 48% and will be funded from Fire Impact Fees. The remaining 52% will be paid from the Town's Operating Funds. The current Fiscal Year's Budget was adopted allocating necessary operating funds as described.

Alternatives:

Council could decide not to move forward with the design of the Fire Resource Building. Council could direct staff to delay the design of the Fire Resource Building to a later time.

Attachment(s):

1. Final Design Contract
2. Site Map
3. Questions from Council Members
4. White Paper (Revised October 20, 2020)

STANDARD DESIGN CONTRACT TERMS

These Terms sets forth the standard terms and conditions governing the relationship between the parties and the obligations, responsibilities and rights of the parties to this contract dated _____, 2021 (the "Contract") between the Town of Queen Creek, Arizona (the "Town") and **Perlman Architects of Arizona, Inc.** ("Designer") for the design services specified in the Scope of Work and Fee Proposal dated **May 20, 2020** ("Scope of Services") attached to these Terms (the "Services") for the project specified in the Contract (the "Project").

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

2. Scope of Services, Fees: Unless expressly excluded, in writing, in the Contract, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in the Scope of Services in a good and workmanlike matter with due diligence and, at a minimum, in conformance with generally accepted industry standards and standard of care for like professionals in the same geographic area. The amount paid to Designer under this Contract, including reimbursable expenses, shall not exceed \$188,795.00.

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

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

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

6. Corrections: Designer shall promptly provide, at no additional cost to the Town, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawing provided by Designer. If requested by the Town, Designer shall provide the Town with "As Built" drawing at the completion of the Project, in such form and detail as the Town may require.

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

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

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

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

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

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

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

14. Use of Documents: Upon execution of the Contract, the Designer and all design professionals and sub-consultants working under or for Designer, hereby grant to the Town an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications

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

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

16. Termination:

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

b. **Termination by the Town:** The Town may terminate the Contract if the Designer substantially breaches any obligation under the Contract or any other contract between the Town and Designer, following seven (7) days' written notice to Designer, and recover the damages suffered by the Town as a result of the breaches and/or as a result of the termination. The Town may also terminate the Contract at any time for its convenience by written notice to Designer specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the Designer, the Town shall pay to Designer only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from the Town to Designer unless and until Designer has delivered to the Town full sized and usable copies (including any and all CAD and/or computer files) of all documents, designs, drawings, and specifications generated by Designer in relation to the Project as set forth in ¶ 14 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I have read and agree to the above terms:

“Town”

“Designer”

TOWN OF QUEENCREEK

Perlman Architects of Arizona, Inc.

By _____

By _____

Its Mayor _____

Its Principal _____

Date: _____

Date: October 6, 2020 _____

TOWN OF QUEEN CREEK

By _____

Its Town Manager _____

Date: _____

TOWN OF QUEEN CREEK

By _____

Its Town Clerk _____

Date: _____

TOWN OF QUEEN CREEK

By _____

Dickinson Wright PLLC
Town Attorneys

Date: _____

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)

EXHIBIT 1

INSURANCE REQUIREMENTS

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

1. Workers' Compensation:

Coverage A. Statutory Benefits.
Coverage B. Employer's Liability.

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

Coverage must include a Waiver of Subrogation endorsement.

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

2. Commercial Auto Coverage:

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

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

3. Commercial General Liability:

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

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

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

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)

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

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

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

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

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

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

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

4. Excess Liability:

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

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

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

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

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

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

6. Pollution Legal Liability §

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

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

7. Other Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISPUTE RESOLUTION EXHIBIT 2

A. DISPUTE RESOLUTION REPRESENTATIVE (“DRR”) PROCESS

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

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

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

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

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

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

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

Owner:

Contractor/Construction Manager:

Architect:

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

B. MEDIATION

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

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

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

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

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

C. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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A/E SCOPE OF SERVICES & FEE PROPOSAL

OWNER AND ARCHITECT AGREEMENT

(Revision 1)

AGREEMENT made as of the 20th day of May 2020

Project No. 319035

BETWEEN the OWNER:

Town of Queen Creek
22358 S. Ellsworth Rd.
Queen Creek, Arizona 85142
Vance Gray, Fire Chief

and the ARCHITECT:

Perlman Architects of Arizona, Inc.
4808 North 24th Street, Suite #100
Phoenix, Arizona 85016
kenp@perlmanarchitects-az.com

For the following Project:

PROJECT

Name: Town of Queen Creek Fire Department Resource & Skills Facility
Location: SEC of 220th Street & Ryan Road, Queen Creek, Arizona
Description: Architectural and Engineering Services required for Town of Queen Creek Approvals and Permits, based on the scope of services outlined below, for a Grand Total Contract Services Fee of \$188,795.00.

PROJECT SCOPE

The proposed Project program requirements are as follows:

Fire Department Resource & Skills Facility

- The Resource building will be located on a 3-acre portion (NEC of site) of the existing Municipal Field Operations Yard, located at the SEC of Ryan Road & 220th Street.
- The site plan, floor plan & exterior building design will be based on the conceptual site plan & exterior elevation designs, dated September 3, 2019 and revised floor plan dated May 11, 2020, previously prepared by Perlman Architects of Arizona under separate Contract.
- Approximately 12,835 sf of conditioned building area + approximately 1,200 sf of exterior covered patio & building entry, consisting of:
 - (2) Apparatus Maintenance Bays (no recessed service pits)
 - Maintenance Office
 - Maintenance Bathroom/Shower
 - Maintenance Parts Room
 - Turn-out Cleaning
 - Small Too Repair
 - Radio Tech Area
 - SCBA Testing, Fill & Maintenance
 - Fire Riser & Air Compressor Room
 - Warehouse (non-hazardous storage)
 - (3) Offices
 - Work/Copy Area
 - (2) Staff Bathrooms

- o Kitchen/Break Area
- o Electrical/It Room
- o Janitor Closet
- o (1) Clean Classroom
- o (1) Dirty Classroom
- o Kitchen/Break Area
- o Restrooms
- o Work/Copy
- o 3-Story Ladder Proficiency Prop
- Apparatus maintenance bays, warehouse & classroom/support areas shall be pre-manufactured metal building construction with the 3-story ladder proficiency prop being conventional construction type

SERVICES

Fire Department Resource & Skills Facility

Schematic Design (SD) Phase (30%):

- Collection and Review of all applicable existing drawings (manual & AutoCAD format), reports, guidelines, Town of Queen Creek Zoning Requirements, Town/Fire Department design and material/system requirements/standards, utility maps,
- Attend (1) Project Kick-off Meeting with involved Town of Queen Creek Fire Department & Town Staff, in order to summarize space area, major programmatic requirements and overall design goals
- Develop preliminary Building Engineering Narratives (Structural, Mechanical/Plumbing, Electrical and Fire Protection)
- Develop SD level architectural floor plans, roof plans, exterior elevations, 3-D building massing model rendering
- Two (2) client design input/coordination/review meetings
- Coordination with applicable Town of Queen Creek, FD, Hughes Fire and Design Team representatives
- Coordination with CMAR and review of CMAR cost estimates (if CMAR procurement/selection allows)

Deliverables: Preliminary design narratives (Architectural, Structural, Mechanical/Plumbing, Electrical and Fire Protection), SD level Architectural Drawings (floor plan, roof plan, colored exterior elevations, 3-D massing model rendering, color & material board), and preliminary code/zoning analysis

Design Development (DD) Phase (60%):

- Develop DD level Architectural Drawings based on approved SD submittal
- Develop DD level Engineering/Consultant Drawings based on approved SD submittal
- Develop DD level Specifications
- Confirm/refine project sustainability requirements
- Develop and refine interior and exterior color, material and finish selections
- (1) Courtesy Town of Queen Creek Planning & Neighborhood Interface Meeting, if required.
- Two (2) client design input/coordination/review meetings
- Coordination with applicable Town of Queen Creek, FD, Hughes Fire and Design Team representatives
- Coordination/meetings with CMAR for bid clarifications and review of CMAR cost estimates/GMP

Deliverables: DD (60%) Architectural, Structural, Mechanical/Plumbing, Electrical/Fire Alarm, Fire Protection Drawings/Documents, Outline Specifications

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)

Construction Documents (CD) Phase (90% &100%)

- Develop CD level Architectural Drawings based on approved DD submittal, appropriate for the Town of Queen Creek Building Permit Review
- Develop CD level Engineering/Consultant Drawings based on approved DD submittal, appropriate for the Town of Queen Creek Building Permit Review
- Develop CD level Specifications (Draft & Final), appropriate for the Town of Queen Creek Building Permit Review
- Confirm project sustainability requirements
- Two (2) client design input/coordination/review meetings
- Coordination with applicable Town of Queen Creek, FD, Hughes Fire and Design Team representatives
- Coordination/meetings with CMAR for bid clarifications and review of CMAR cost estimates/GMP
- Building Permit Process
 - Submit Plans/Documents for Building Permit Review
 - Pick-up review comment/redlines as required
 - Resubmit Plans/Documents for approval

Deliverables: CD (100%) Architectural, Structural Engineering, Mechanical/Plumbing Engineering, Electrical / Fire Alarm Engineering, Fire Protection Engineering Drawings/Documents, Specifications, Calculations and City Permit Review Submittal and Resubmittal.

Additional Services shall include the following UPON the Owner's Request:

Construction Staking: The A/E shall provide survey control/construction staking for use by the Contractor during construction.

Temporary Facilities: Design or layout of temporary facilities or trailers.

Environmental Studies: Environmental studies required for the purchase of the property or any other reason.

Additional or Optional Engineering/Consultants: All Engineering/Consultants not previously included under Basic Services, and consultants, including but not limited to Construction & Material Testing, Civil Off-Site Utility and/or Street Design (except as noted), off-site Civil Retention/Drainage Easements and Exhibits (except as noted), Storm Water/Flood Plain Studies, Environmental Studies, Drainage Channel and/or Box Culvert/Crossings Design, full Interior Design, or Specialized Design consultants other than those outlined here in are included in basic services. The Architect shall coordinate and provide background drawings and disks only.

Zoning Changes, Use Permits, Variances, Etc.: Services required to obtain zoning changes, use permits, variances, etc. if found to be required; beyond defined above.

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)

COMPENSATION

For Basic Architectural and Engineering Services the Owner shall compensate the Architect as follows:

Resource & Skills Center

Architectural Services:

| | |
|---|--------------------|
| Schematic Design (SD) Phase (30%): | \$18,690.00 |
| Design Development (DD) Phase (60%): | \$31,360.00 |
| Construction Documents (CD) Phase (100%): | \$47,870.00 |
| Total Architectural Services Fee: | \$97,920.00 |

Consultant Services:

Specification Writing (SASC):

| | |
|---|-------------------|
| Design Development (DD) Phase: | \$2,000.00 |
| Construction Documents (CD)/Final Project Services Phase: | \$5,600.00 |
| Subtotal Structural Services: | \$7,600.00 |

Structural Engineering: (Simply Structural)

| | |
|--------------------------------------|-------------------|
| Schematic Design (SD) Phase: | \$1,850.00 |
| Design Development (DD) Phase: | \$1,850.00 |
| Construction Documents (CD) Phase: | \$5,700.00 |
| Subtotal Structural Services: | \$9,400.00 |

Mechanical/Plumbing Engineering: (AME)

| | |
|--|-------------------|
| Schematic Design (SD) Phase: | \$1,168.00 |
| Design Development (DD) Phase: | \$3,710.00 |
| Construction Documents (CD) Phase: | \$4,010.00 |
| Subtotal Mechanical /Plumbing Services: | \$8,888.00 |

Electrical & Fire Alarm Engineering: (AKRIBIS Engineering)

| | |
|---|--------------------|
| Schematic Design (SD) Phase: | \$2,500.00 |
| Design Development (DD) Phase: | \$3,800.00 |
| Construction Documents (CD) Phase: | \$6,550.00 |
| Subtotal Electrical & Fire Alarm Services: | \$12,850.00 |

Fire Protection: (Fire Sprinkler) (EJ Engineering)

| | |
|---|-------------------|
| Schematic Design (SD) Phase: | \$575.00 |
| Design Development (DD) Phase: | \$1,929.00 |
| Construction Documents (CD) Phase: | \$3,009.00 |
| Subtotal Fire Protection Services: | \$5,513.00 |

Civil Engineering: (Civil Design Solutions)

| | |
|---|--------------------|
| Schematic Design (SD) Phase: | \$4,950.00 |
| Design Development (DD) Phase: | \$4,600.00 |
| Construction Documents (CD) Phase: | \$9,500.00 |
| ALTA/TOPO Survey & Pre-Design Services: | \$8,100.00 |
| Drainage Report: | \$3,760.00 |
| Subtotal Civil Services: | \$30,910.00 |

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)

Landscape Architecture: (Logan Simpson)

| | |
|-------------------------------------|-------------------|
| Schematic Design (SD) Phase: | \$1,902.00 |
| Design Development (DD) Phase: | \$2,025.00 |
| Construction Documents (CD) Phase: | \$4,788.00 |
| Subtotal Landscape Services: | \$8,715.00 |

Total Consultant Basic Services Fee: \$83,876.00

Total Architectural/Consultant Basic Services Fee: \$181,796.00

Optional Services:

| | |
|-------------------------------------|-------------------|
| Fire Protection Flow Test (1): | \$499.00 |
| Covered Apparatus Parking Canopy: | \$3,000.00 |
| Total Optional Services Fee: | \$3,499.00 |


Reimbursable Expense Allowance: \$3,500.00

Total Architectural/Consultant Basic & Optional Services Fees & Reim. Exp.: \$188,795.00

OWNER:

ARCHITECT: (Perlman Architects of AZ, Inc.)

(Signature) (Date)



(Signature) (Date) 5-20-2020

(Printed name and title)

Kenneth Powers, RA, LEED AP, Principal

(Printed name and title)

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)

Perlman Architects of AZ, Inc. - May 20, 2020
Queen Creek Fire Department Resouce & Skills Facility

Perlman Project No. 319035 (rev. 1)

Architectural Fee Proposal Breakdown

A. Schematic Design (SD) Phase

| Position | Hours | | Cost | | Extended Fee |
|------------------------------------|-------|---|----------|---|--------------------|
| Prinicpal/Project Architect | 16 | x | \$195.00 | = | \$3,120.00 |
| Team Leader/Director | 40 | x | \$170.00 | = | \$6,800.00 |
| Sr. Designer | 20 | x | \$160.00 | = | \$3,200.00 |
| Production Manager/Quality Control | 2 | x | \$125.00 | = | \$250.00 |
| Graphics | 20 | x | \$95.00 | = | \$1,900.00 |
| Job Captain | 20 | x | \$90.00 | = | \$1,800.00 |
| Production | 20 | x | \$75.00 | = | \$1,500.00 |
| Administrative /Clerical | 2 | x | \$60.00 | = | \$120.00 |
| SUB-TOTAL = | | | | | \$18,690.00 |

B. Design Development (DD) Phase

| Position | Hours | | Cost | | Extended Fee |
|------------------------------------|-------|---|----------|---|--------------------|
| Prinicpal/Project Architect | 24 | x | \$195.00 | = | \$4,680.00 |
| Team Leader/Director | 72 | x | \$170.00 | = | \$12,240.00 |
| Sr. Designer | 4 | x | \$160.00 | = | \$640.00 |
| Production Manager/Quality Control | 6 | x | \$125.00 | = | \$750.00 |
| Graphics | 6 | x | \$95.00 | = | \$570.00 |
| Job Captain | 56 | x | \$90.00 | = | \$5,040.00 |
| Production | 96 | x | \$75.00 | = | \$7,200.00 |
| Administrative /Clerical | 4 | x | \$60.00 | = | \$240.00 |
| SUB-TOTAL = | | | | | \$31,360.00 |

C. Construction Document (CD) Phase

| Position | Hours | | Cost | | Extended Fee |
|------------------------------------|-------|---|----------|---|--------------------|
| Prinicpal/Project Architect | 40 | x | \$195.00 | = | \$7,800.00 |
| Team Leader/Director | 96 | x | \$170.00 | = | \$16,320.00 |
| Sr. Designer | 0 | x | \$160.00 | = | \$0.00 |
| Production Manager/Quality Control | 10 | x | \$125.00 | = | \$1,250.00 |
| Graphics | 0 | x | \$95.00 | = | \$0.00 |
| Job Captain | 96 | x | \$90.00 | = | \$8,640.00 |
| Production | 180 | x | \$75.00 | = | \$13,500.00 |
| Administrative /Clerical | 6 | x | \$60.00 | = | \$360.00 |
| SUB-TOTAL = | | | | | \$47,870.00 |

Total Architectural Basic Services Fee:

TOTAL = **\$97,920.00**

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)

| Task by Facility | Basic A/E Consultant Services | | | | | | | | Totals |
|---|-------------------------------|------------------------|---------------------------------|-------------------------------------|-----------------------------|--------------------|-------------------|------------------------|---------------------|
| | Architecture | Structural Engineering | Mechanical/Plumbing Engineering | Electrical Engineering & Fire Alarm | Fire Protection Engineering | Civil Engineering | Specifications | Landscape Architecture | |
| Fire Department Resource & Skills Facility | | | | | | | | | |
| Schematic Design (includes Site plan review process) | \$18,690.00 | \$1,850.00 | \$1,168.00 | \$2,500.00 | \$575.00 | \$4,950.00 | | \$1,902.00 | \$31,635.00 |
| Design Development | \$31,360.00 | \$1,850.00 | \$3,710.00 | \$3,800.00 | \$1,929.00 | \$4,600.00 | \$2,000.00 | \$2,025.00 | \$51,274.00 |
| Construction Documents | \$47,870.00 | \$5,700.00 | \$4,010.00 | \$6,550.00 | \$3,009.00 | \$9,500.00 | \$5,600.00 | \$4,788.00 | \$87,027.00 |
| ALTA & Topographic Survey | | | | | | \$8,100.00 | | | \$8,100.00 |
| Drainage Report | | | | | | \$3,760.00 | | | \$3,760.00 |
| Basic Services Total | \$97,920.00 | \$9,400.00 | \$8,888.00 | \$12,850.00 | \$5,513.00 | \$30,910.00 | \$7,600.00 | \$8,715.00 | \$181,796.00 |
| Optional Services | | | | | | | | | |
| Fire Protection Flow Test (1) | | | | | \$499.00 | | | | \$499.00 |
| Covered Apparatus Parking Canopy | \$1,500.00 | \$1,000.00 | | \$500.00 | | | | | \$3,000.00 |
| Optional Services Total | \$1,500.00 | \$1,000.00 | \$0.00 | \$500.00 | \$499.00 | \$0.00 | \$0.00 | \$0.00 | \$3,499.00 |
| Facility Totals with Optional Services | \$99,420.00 | \$10,400.00 | \$8,888.00 | \$13,350.00 | \$6,012.00 | \$30,910.00 | \$7,600.00 | \$8,715.00 | \$185,295.00 |
| Reimbursables | | | | | | | | | \$3,500.00 |
| Total A/E Basic & Optional Services + Reim. Exp. | | | | | | | | | \$188,795.00 |

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)



Climate Controlled 12,835 s.f. +/-

Attachment: Final Design Contract (Fire Resource / Skills Center Building Design Contract)

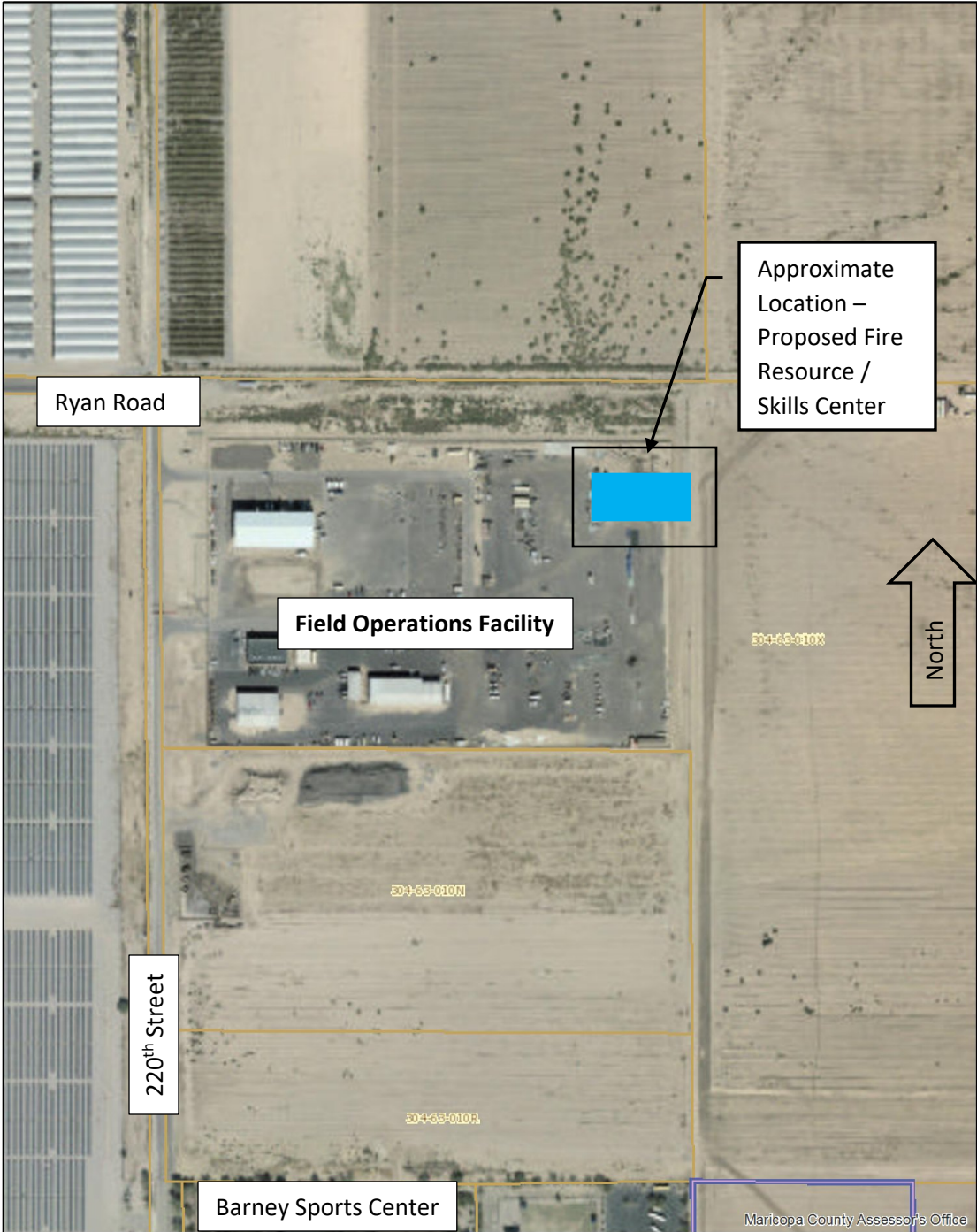


Floor Plan - Option 1





Fire Department Resource Building



Attachment: Site Map (Fire Resource / Skills Center Building Design Contract)

Questions from Council Members

1. We have a lease at Old Fire Station #1 with Aspire Academy School. What are the parameters of the lease and what did Aspire pay for remodel costs?

Answer: Lease payments: \$4,869 per month for 10 months; \$48,690 annually. Lease can be terminated with standard 30-day notice.

| | |
|--------------------------|-----------------|
| Exterior Paint | \$856 |
| Interior Paint | \$2,754 |
| Interior Floors | \$8,429 |
| Interior Ceiling Tiles | \$953 |
| Door Installation | \$385 |
| Carpet | \$642 |
| Floor Molding | \$1,236 |
| | |
| Paid Hours - 293 x 25 | \$7,325 |
| Volunteer Value - 125*25 | \$3,125 |
| | |
| TOTAL: | \$25,705 |

2. What is stored today at the Fire Stations? What items need to be stored off-site at the Resource Center?

Answer: There is approximately 400 square feet of storage taking place at FS 1, 2 and 3 for spare equipment for fire trucks (no room at current storage building), pallets of water (always on hand for our use as well as other town departments), car seats, a pallet of hand sanitizer, spare fire hose not normally kept at fire stations for immediate use, extra station supplies (cleaning and general maintenance items) as we do not have extra space at current storage building. All of the items mentioned are stored in various locations at the fire stations (any place we can find; apparatus bays or other locations instead of a central organized supply building. All of these items should be stored off-site as they are not “just in time” items, these are items to supply the “just in time” items to ensure we do not run out and to take advantage of ordering in bulk. Current FS 5 has no extra room for any storage due to the site and temporary building configuration. FS 1 has a storage room of about 100 square feet and this space is taken up by our SCBA air compressor that is planned to be stored and used at the R/S Building. This means that almost all of the 100 square feet is taken up by this piece of equipment. FS 3 has an even smaller storage room, 50-75 square feet (as this station is smaller) and much of

Attachment: Questions from Council Members (Fire Resource / Skills Center Building Design Contract)

this space is taken up by items listed above that would normally be stored at the R/S Building.

3. What space would be available for storage at the new fire stations (#2, 4 and 5)? Assuming we do not proceed with the Resource Center.

Answer: There would be about 100 square feet of storage for items not considered “just in time” items. Larger storage rooms were not planned for due the anticipated construction of the R/S Building in an effort to keep constructions costs down at the fire stations.

4. Why do we need 9 times the space for inventory?

Answer: Current building is 800 square feet and near capacity. R/S Building has 3300 square feet for storage (this is just over 4 times the space, not 9 times the space). We need the increased storage as the 800 square feet was adequate for a 1 or 2-station department but does not work in planning for the future size of the department (7 or 8 fire stations). An update to the 2015 Fire Master Plan is nearing completion and the recommendations in the updated report outlines an increase from five fire stations to a possible eight fire station configuration in order to accommodate for increased growth in Queen Creek. A recommended approach for storage is based on 400 square feet of storage for each fire station. When this is multiplied by the number of stations today, we would need 2000 square feet of storage. With an 8-station projection there is an approximately 3200 square feet need. The R/S building identifies slightly more space of 3300.

5. Why do options for storage climate controlled and no-climate controlled space?

Answer: All storage items need to be stored indoors away from extreme heat and sun. Most items kept in storage must also be climate controlled in order to maintain their effectiveness for life-safety considerations. We store an abundance of medical supplies and since about 60-70% of our incident responses are medical in nature so keeping a large quantity of these supplies is critical. These non-durable goods need kept in a climate controlled area and is only one example of many that describes the need for a climate-controlled environment. Some additional examples include; turnout clothing (firefighter personal protective equipment), spare computers and radios, heart monitors, self-contained breathing apparatus equipment and related testing components that are sensitive to heat due to precise calibrations needed for this equipment.

Staff did research the possibility of using a climate-controlled storage facility (U-Haul) in town. This facility does meet the needs of an environmentally controlled space with 24-hour access (with an extra charge per storage unit each month) but there currently is only ten units (100 square feet each) available providing a total of 1000 square feet of storage; much less than the space needed to meet our current and future needs. Tracking stored goods could become an issue with items stored in multiple units. Cost of renting ten units would be \$1300 per month that includes 24-hour access. While this is an option to consider, staff does not feel this is the best option.

6. Why was the non-growth portion of the Resource Center increased from the April 2019 information to its current 52% or \$2.4m?

Answer: Part of the answer relates to the methodology used to arrive at the impact fee. The other part of the answer is relative to the Wildan Associates (impact fee consultant) error.

Adopted Funding in FY20/21 Budget is \$2.4 million from impact fees (48%) and \$2.6 million from the operating budget (52%) via the debt service on the June 2020 bond issue approved by Council. These are the amounts that we included in the all of the bond issue material leading up to the June 2020 issue.

Methodology Change

As the fee was being developed, we started with one methodology (hybrid) and finally settled on another (buy-in).

Using the hybrid method, the growth/non-growth share allocation was 73% growth and 27% non-growth. This equates to \$1.1M coming from the operating budget which was included in the FY 19-20 Recommended Budget released on March 21, 2019.

In May 2019, after the FY 19/20 tentative budget was approved and after further discussions with the consultants and the Focus Group (stakeholders of the impact fee program), the methodology was changed. After this additional consultation with Wildan and the Focus Group, the buy-in method was determined to be the best method to use for calculating the Fire impact fees. Part of the change to this methodology included a review of existing assets and there are guidelines and best practices established which staff consults. Under the buy-in method, the growth/non-growth split changed to 35% growth and 65% non-growth. This change equated to \$2.6 coming from the operating budget. This change was reflected in the budget adjustments taken to Council on August 7, 2019.

Wildan Error

On August 12, 2019 (just days after the Council meeting it turned out), it was discovered that Wildan made a mistake in the formulas calculating the impact fees. Correcting for that mistake changes the growth/non-growth split to 48% growth, 52% non-growth. Again, these ratios are the current allocations shared with the Town Council related to issuing the bonds in June, 2020.

Finally, given the methodology used to calculate the fee, if the resource center is not built, it would not reduce the impact fee. However, it would mean the operating budget would not spend its amount.

7. Can an option be provided for use of FS#1 for inventory storage with and without remodeling the space.

Answer: The QCFMD does not feel that any remodeling is needed to the Old FS#1 in order to use the space for warehousing items for a relatively short period of time (2-3 years). This interior space totals about 2400 square feet and is climate controlled but lacks the needed interior space to accommodate warehousing and other space needs, such as rooms dedicated for the SCBA compressor/maintenance and a radio maintenance room. The interior space may need some relatively minor work in order to meet our needs; painting, carpet removal, etc. Cost is estimated at \$25K for these items.

Queen Creek Fire and Medical Department: Resource Building and Skills Center
Revised White Paper and Options
Oct. 20, 2020

Purpose and Vision

The Queen Creek Fire and Medical Department places a very high priority on being responsive to the community we serve; this is our primary purpose as emergency responders. An important component in a response to emergencies is having highly trained firefighters who can address and solve problems. The proposed construction of a Resource Building/Skills Center addresses these priorities and is why this recommendation has come forward for consideration. Having a facility in Queen Creek enables us to acquire training locally rather than sending fire trucks and personnel out of town for training while also improving both fire and medical training needed now and in the future.

The Fire and Medical Department needs this facility to accomplish the following:

1. Apparatus Storage. Keep reserve apparatus in a contained facility to preserve the components of the apparatus from outdoor environment.
2. Inventory Storage. Approximately 4000 square feet is needed to adequately meet the inventory storage needs of the department as a whole.
3. Clean Classroom Training Space.
4. Dirty Classroom Training Space.
5. Offices for Personnel.

Background

Current staffing in the department is 80 full time equivalent positions. From 2008 until 2016 the Queen Creek Fire and Medical Department operated fire personnel out of two fire stations along with an administrative staff totaling approximately thirty-five people. In 2016 a third fire station was built and a fourth fire station was added in 2019. Between 2008 and 2020 a 56% increase in staffing has taken place. The Fire Master Plan Study completed in 2015 predicted a five-station build-out plan to serve Queen Creek. An updated Fire Master Plan completed in 2020 identifies a possible 8 station model to accommodate eventual growth in the far south Box Canyon area (1 station) and the planned urbanization of the recently annexed Arizona State Lands in the northeastern portion of the community (possibly 2 stations). To accommodate current and future growth the fire and medical department recommended as part of the FY 20/21 budget development an 10,000 square foot Resource Building for the storage of supplies, the placement of support equipment for maintaining emergency services, and inside and outside spaces dedicated for skills and educational training at an estimated cost of 5 million dollars. Today, an 800 square foot storage building for supplies is utilized and has remained the same size building since 2008. No support equipment

can be placed in this building, only warehoused supplies that can be placed on shelves and only a portion of our warehouse supplies can be stored in the 800 square foot building.

Training Center versus Skills Center

Can the new Gilbert Public Safety Training Center be used by Queen Creek Fire and Medical in lieu of constructing our Skills Center?

Answer: Yes, but on a limited basis pursuant to adoption of an IGA. The Gilbert facility would accomplish the large event training needs including new academies of Queen Creek Fire and Medical, something we currently use Mesa's facilities to meet this training need. The Gilbert facility will not be available for our routine training operations. Gilbert has informed us that the facility is at 92% capacity per a consultant study they commissioned. They have not committed to providing any availability formally to Queen Creek but we do anticipate this occurring.

Queen Creek Fire and Medical Training Needs.

1. Routine/NFPA Compliance. Includes two hours per shift of fire specific training and comprises approximately 93% of our total fire training obligation. This is what the proposed Skills Center would accomplish for our department.
2. Large Event/Academies NFPA Compliance. Includes event training such as regional, or quarterly, fire specific training and comprises 7% of our department's fire training needs. We anticipate four (4) hours per quarter at Gilbert's Public Safety Training Facility.

Training Centers Explained.

It is important to distinguish the difference between a fire training center and a fire skills center. The size of the campus, or venue, and the type of training offered are the two primary differences. A training center has the capacity to handle multiple agencies (usually fire and police departments share a facility), outside training space, classrooms, training props and enough staff to operate the facility as a full-time operation. A skills center is a much smaller facility used by one public safety agency where minimal training opportunities exist due to the space available, the facility may have a very small staff, or none at all as part of the operation. Due to a skills center only servicing one agency the ability to perform routine compliant fire training that does not require prior scheduling is much more feasible when compared to a training center. "No Appointment Necessary" training lends itself to providing more opportunities for personnel to acquire training.

Efficiencies/Quality Control

By combining two vital components to support fire operations, training and resource management, into one building we not only recognize and respond to the need but are cognizant of money spent on the proposed project.

An enhanced focus on all types of training exists due to 60% of our firefighters having no more than three years on job. We have also promoted personnel and over 60% of our Engineers, Captains and Battalion Chiefs are in new positions.

NFPA Compliance Training Obligations. Each firefighter is required to complete 60 hours per quarter of fire training; both the National Fire Protection Association and the Insurance Services Office uses training hours to validate a fire department and as part of the rating criteria in determining the Public Protection Class. Quarterly Training participation at Mesa Training Center gives us 4 hours for each firefighter. The remaining hours need to come from other sources. A skills center would provide us with a facility to provide the additional hours of training without sending fire trucks out of town to acquire the training.

Each paramedic is required to complete 96 hours of continuing education every two years and each EMT is required to complete 40 hours every two years in order to maintain a certification through the Arizona Department of Health Services. With a skills center and hiring the EMS Specialist we would improve our consistency of training by providing this "in-house". By outsourcing, we are not able to send all crews to same training location with same instructors.

Fire trucks have potential of remaining "in service" during some training evolutions under the skills center model, thus improving service delivery to citizens.

O/M costs to travel to Mesa Training Center (other than Quarterly Training) based on the first quarter usage of 2019 would total \$9504 annually. Comparatively, a QC Skills Center would have a cost of \$1,296 annually. There is a 44 mile round trip to Mesa that takes 62 minutes. Round trip to QC Skills is 6 miles and takes 16 minutes round trip. This data points out the benefit of having fire trucks and personnel remain in Queen Creek for better customer service delivery.

Avoid training in areas that increase liability by performing fire training on private properties.

Alternatives

1. Do Nothing/Status Quo.

The overwhelming number of required training hours needed each quarter is completed through individual fire crews conducting fire specific training on their own. There are three ways this is accomplished; web based, discussions or tabletop exercises and practical hands-on skills. All these give our firefighters the required number of hours needed each quarter. It is the quality of the training and safety of the training that can be dramatically improved with a facility in which to conduct training. Today, when practical hands-on skills is performed, our fire crews are finding open spaces to use, like a parking lot in a shopping center or a park. These locations do not afford the level of safety needed to

perform skills firefighters are going in many different directions, large fire trucks are operating, fire hoses are being extended, private or commercial vehicles are in the same space, etc. These locations also do not allow for the same type of quality training that can be delivered with props and other teaching aids. These do not exist in parking lots or parks. An additional issue we remain concerned about is ensuring we are trained in comparable, practical ways that our adjacent communities are trained ensuring that we meet not only the intent of the training hours, but the standards for actual application envisioned by the automatic aid system.

2. Storage of Inventory and Apparatus.

- a. Remodel FS#1 for inventory and fire apparatus storage. In lieu of funding a Resource/Skills Center, this would be the best option and could carry the Fire and Medical Dept. through the next four years. The interior storage space of this building is about 60% of the storage capacity of the Resource Building. Cost to complete the needed remodel is estimated at \$35K (\$25K interior and \$10K apparatus bays). Currently, the interior space of this building has been dedicated for another entity to use. The agreement with this third party would need to be modified or canceled.
- b. Repurpose modular buildings used as fire stations for inventory/warehouse storage. This option would involve moving existing modular buildings to the Field Operations Facility at an estimated cost of \$100K. Additionally, utilities and site work would need to be constructed at the location at an estimated cost of \$500K. This option would carry the Fire and Medical Dept. through the next four years. This option would not be available until the new Fire Station #2 is built. FS#2 is estimated to be completed by first quarter 2022.
- c. Repurpose the apparatus bays at Fire Station #2 for apparatus storage at the Field Operations Facility along with the necessary modifications to the building, site work and utilities. Would meet the need for four years at a cost of \$100K. This option would not be available until the new Fire Station #2 is built (i.e., Q1, 2022).

3. Clean Classroom.

- a. Use Town Hall Founders Room. This would require QCFM to reserve in a quasi-permanent basis time of use for 80 hours per month. This option could be used for both fire and medical training sessions but lacks the ability to utilize both clean and dirty classrooms at one location. However, we need to keep in mind, about September/October next year, the Founder's Room will be used for our new Police Department until the transition to the Police Department can occur. As such, the Founder's Room is slated to be used for about 3 months for the training, team-building and evaluation for the Sergeants and Officers. Most likely, we would be using both the Founder's and the Chamber portion to fit the 53

staff members. However, that will be completed by January 2022, when the transition to the Law Enforcement building begins.

- b. Fire Station No. 4, No. 5 and No. 2 space. This option could be used for both fire and medical training sessions but lacks the ability to utilize both a clean classroom and dirty classroom at one location. Of the two options listed, this would likely be the most preferred.
 - c. Old Fire Station #1 (currently being used by AZ Aspire). The Town can cancel the contract with 30 days notice. The lease is \$4869/month with a 10-month lease (\$48,690/year). The lease has an annual renewal for 5 years, with this being the first year. They currently serve 23 special needs students. An upgrade to the fire protection system with Climatec and this should be complete by the end of the calendar year. If this option is pursued the cost to remodel would be included in the description for 2a (\$25K).
- 4. Dirty Classroom.**
- a. There are no viable options that we are aware of for use of existing facilities for this training element. Absent continuing with our on-line training regiment, the best solution would be to construct a dirty classroom in order to realize the benefits of this type of training/skills area. The cost for constructing a 3000 square foot facility only is \$1M.
- 5. Outdoor Training Options.** Install necessary utilities, asphalt and other training props at Field Operations Facility. This option could accommodate dept. needs for at least 10 years at a cost of \$1M.
- 6. Office Space for Fire Personnel.**
- a. In lieu of office space as part of the Resource/Skills Center Building for additional personnel space could be created as part of the Municipal Services Building reorganization. This would create additional cubicle space for staff and is part of an ongoing plan to create extra space for employees in Fire, Finance, Communications/Marketing, and Human Resources. Costs have not been identified yet as the remodel is in the very early phases.

Summary

The proposed Fire Storage and Skills Center is needed to accommodate the 80 personnel and 5-station department. If approved, the facility will accommodate the growth of the department for additional three stations, as determined necessary based on the timing of growth in the Box Canyon and ASLD area recently annexed. The average tenure of experience in the department is less than 3 years compelling us to ensure we are doing everything feasible to meet the standards and obligations. Today, our personnel are meeting the need for fire and medical related training hours through

use of private properties and available space within the town's municipal buildings. The use of private property is not recommended for continued use. The department has identified deficient inventory storage needs for the department so at a minimum, this will have to be addressed in any plan going forward.

Attachment: White Paper (Revised October 20, 2020) (Fire Resource / Skills Center Building Design Contract)